

NPF CFB SHILO

FROM: December 1, 2018

TO: November 30, 2022

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO MANITOBA

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GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

EXPIRY DATE: September 30, 2022

AGREEMENT BETWEEN:

HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish and maintain harmonious relationships between Her Majesty in right of Canada as represented by the Staff of the Non-Public Funds, Canadian Forces, hereinafter referred to as the Employer, the Bargaining Agent, hereinafter referred to as the Union, and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.02 The parties to this Agreement share a desire to improve and to promote the well-being of the employees.

1.03 **Official Texts**

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

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the United Food and Commercial Workers Union, Local No. 832, certified by the Public Service Staff Relations Board on 14 May, 1981, as exclusive bargaining agent for all employees of the Employer in the Operational Category employed at the Canadian Forces Base at Shilo in Manitoba save and except managers.

ARTICLE 3 INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- (a) **Full-time Employee:** means an employee who has completed **their** probationary period and is normally employed for a minimum of thirty-two (32) or more hours per week, up to forty (40) regular hours per week.
- (b) **Part-time Employee:** means an employee who has completed **their** probationary period and who is employed on a continuing basis but works not more than thirty-two (32) hours per week and not less than thirteen and one third (13 1/3) hours per week.
- (c) **Probationary Employee:** means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall normally not exceed three (3) calendar months for supervisory employees and two (2) calendar months for non-supervisory employees. The Employer may, with the mutual agreement of the Union, extend the probationary period for a further period equal to the original probationary period specified above, or a lesser period in the event that the employee's evaluation is unsatisfactory upon conclusion of the original probationary period. **New Non-Public Fund employees may be released during their probationary period for cause. Probationary employees shall have access to the second level of the grievance procedure regarding their termination but may not refer a grievance to adjudication.**
- (d) **Term Employee:** means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired with a start date and end date on a temporary basis for a term of at least three (3) months or more for the purpose of:
 - (i) replacement of permanent employees who are on leave with or without pay, or,

- (ii) short-term assignments, or,
- (iii) non-recurring work.

Term employees shall not be hired to reduce the hours available to part-time employees. The end date of a term employee hired for the purpose of (i) above may be extended by mutual agreement between the Employer and the Union.

- (e) **Gender:** unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the masculine shall, in its application to a female employee, be read with the necessary changes to express the feminine, and vice versa.
- (f) **Plural and Singular:** unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in application to the singular, be read with the necessary changes to express the singular, and vice versa.

3.02 Notwithstanding the provisions of **sub-article 3.01**, a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of one (1) year or less will not be considered a full-time employee for the purpose of this Agreement. In the event that the full-time employee indicates that they will not be returning, or one (1) year has passed since the date at which the part-time employee has relieved the full-time employee, the full-time position will be posted within the bargaining unit in accordance with the provisions as stated in **sub-article 15.07** of this Agreement. If the relieving person is the successful applicant **their** seniority as a full-time employee will date back to **their** day so employed.

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

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

- (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline, suspend and/or discharge employees for just cause.

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 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

5.03 The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

ARTICLE 6 FUTURE LEGISLATION/THE COLLECTIVE AGREEMENT

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

ARTICLE 7 UNION SECURITY

7.01 At the time of hire, each new **or rehired** employee shall be advised that the workplace is unionized and that they may become a member of the Union should they elect to do so. Each new employee will be provided with a notice of hire form by the Employer. The Union shall supply the Employer with an inventory of notice of hire forms on an ongoing basis.

7.02 The Employer shall allow new employees fifteen (15) minutes time off with pay during regular working hours in order to meet with a Shop Steward. Said Shop Steward shall also receive such time off with pay. A full-time Union Representative shall be entitled to attend any such meeting. This meeting shall take place during the first calendar week the new employee commences working for the Employer, if operationally feasible. If no Shop Steward is scheduled to work during the first week of the new hire's employment then the meeting shall be scheduled at a time when a Shop Steward is scheduled to work during the new hire's regular shift. Such time spent shall not unduly disrupt the Employer's operations.

ARTICLE 8 CHECK-OFF

8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct every two (2) weeks an amount equal to two (2) times the weekly membership dues established by the Union from the pay of all employees in the bargaining unit.

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

8.02 For the purpose of applying **sub-article** 8.01, deductions from pay for each employee in respect of each two (2) week period will start with the first full calendar month of employment to the extent that earnings are available.

8.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made and the amount of each such person's deductions, to the Union at its mailing address by the fifteenth (15th) day following the end of two (2) consecutive payroll periods, except for mail strikes or other circumstances beyond the Employer's control. The employee list will consist of the employee's full name and employee number.

8.04 The total Union dues deducted will appear on the T4 forms.

8.05 A list of new employees, their job title and work location will be provided monthly to the Union, as well as a monthly list of employee terminations. **The Employer shall also provide the Union with the name change of employees.**

8.06 The Union 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 9 SHOP STEWARDS

9.01 The Employer shall recognize all **Shop** Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the **Shop** Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or concerns to management. The Union 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.

9.02 The Employer and the Union shall determine the jurisdiction of each **Shop Steward**, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure.

9.03 A **Shop Steward** will not receive pay from the Employer for time spent investigating complaints during **their** regular scheduled time off.

9.04 **Shop Stewards** shall obtain the permission of their manager before leaving their work station to investigate complaints that lie within the **Shop Steward's** jurisdiction that have been agreed to in **sub-article** 9.02, and to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. All such time spent by **Shop Stewards** during regular working hours shall be with pay. **Shop Stewards** shall report back to their manager before resuming their normal duties.

9.05 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its **Shop Stewards**.

9.06 Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

ARTICLE 10 UNION REPRESENTATIVE'S VISITS

10.01 The Employer agrees that full-time Union Representatives will be granted access to the Employer's premises upon request and following the consent of the Employer. Subject only to military operations, any such request shall not be denied by the Employer. The purpose of such access is to be for the observance of working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

10.02 The Union shall notify the Employer promptly and in writing of the names and positions of its accredited officials.

ARTICLE 11 HEALTH AND SAFETY

11.01 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 Union recognize the environmental standards are those issued under the Canada Labour Code.

11.02 The Employer and the Union agree that Part II of the Canada Labour Code with all rights, functions, powers, privileges and obligations as defined in the Code, as may be amended from time to time shall apply.

11.03 Members of the bargaining unit who attend health and safety meetings called by the Employer shall be paid for all such time under the terms of the Collective Agreement.

11.04 It is the responsibility of the employee and the Employer to observe the health and safety regulations that are applicable in the workplace and to ensure that the safety equipment that is available is being worn and/or used properly. In addition, it is the responsibility of the employees to immediately advise their supervisor of any unsafe working conditions.

11.05 The Employer agrees to maintain adequate temperatures in all of its indoor places of operation and shall not require an employee to work under unsafe conditions.

11.06 In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report their concerns to the Employer and, if necessary, shall then report their concerns to the Health and Safety committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that they are capable of doing.

11.07 **Safety Footwear**

An annual allowance of **two hundred (\$200.00) dollars, effective Sunday following ratification**, 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 **paid receipts towards the purchases**.

In the case where the employee has not used **their** annual allowance of **two hundred (\$200.00) dollars**, a portion of the allowance may be carried over to the following year only, to a maximum of two hundred and fifty (\$250.00) dollars.

ARTICLE 12 HOURS OF WORK

12.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week. A week shall include a period of seven (7) consecutive days starting at 0001 hours Monday morning and ending the following Sunday night at 2400 hours.

12.02 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 a Saturday, Saturday and a Sunday or a Sunday and a Monday combination. This is a minimum standard and not a maximum. The Employer agrees that day shift full-time employees will only be required to work two (2) nights per week unless the employee voluntarily chooses to work more than two (2) nights per week. Nothing in this Agreement, other than the provisions of **sub-articles** 12.10 and 12.11, shall be construed as guaranteeing an employee minimum or maximum hours of work. For the purposes of this Article and for employees of the CANEX outlets only, nights shall be defined as any shift that requires an employee to work after 1830 hours.

12.03 **Work Schedules**

A work schedule shall be posted in each outlet on the appropriate bulletin board **by each Tuesday 1400 hours** showing the **daily** scheduled working hours for each employee covered by this Agreement for the following **two (2) consecutive** weeks. Said schedule shall include the starting and quitting times of each shift that is to be worked by such employees. On occasion, the Employer may ask employees to voluntarily agree to work past their scheduled quitting time.

The schedule posted for the second week shall be tentative and subject to finalization by the Employer by 1400 hours of the Tuesday preceding that week. If a schedule is not posted by 1400 hours Tuesday, the schedule for the previous week will apply. After Tuesday, no changes **shall be made to the** schedule for the **first week posted**, 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. Where a statutory holiday falls on the Monday of a given week, the schedule shall be posted no later than 1400 hours on the Wednesday of that week.

12.04 Weekly available part-time hours of work within the employee's outlet shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee has the ability to perform the work required, and is available and willing to work the hours, and providing the hours do not result in overtime. In the event that part-time hours become available due to unforeseen circumstances, within ninety (90) minutes of the start of the available shift within the employees outlet, they shall be offered to the most senior part-time employee

present in the outlet and thereafter in decreasing order of seniority as long as it does not result in overtime or does not exceed the average over a thirteen (13) week period referred to in **sub-article** 3.01(b). When part-time hours become available within the employees outlet longer than ninety (90) minutes prior to the start of the available shift, the Employer shall make a reasonable effort to offer the hours to the most senior part-time employee and thereafter in decreasing order of seniority as long as it does not result in overtime or does not exceed the average over a thirteen week period referred to in **sub-article** 3.01(b). Further to the above, it is understood that a change of employment status for part-time employees shall not occur in situations where their weekly hours of work occasionally exceed thirty-two (32) hours due to unforeseen circumstances. Part-time employees are able to be scheduled for more than thirty-two (32) hours in a week where all the full-time employees are working forty (40) hours in that week.

12.05 The Employer and the Union agree that the concept of improving hours of work for bargaining unit employees in accordance with seniority is a mutually desirable objective, and further agree that full-time Union Representatives, Shop Stewards, and affected/interested employees shall meet with local management representatives from time to time at the request of either the Union or the Employer. The purpose of any such meeting shall be to explore potential ways of improving hours of work for employees who wish same.

12.06 Employees in the bargaining unit who request additional hours shall be offered any available additional hours in their outlet based on seniority provided the work falls within the terms of the employee's job description, they have the ability and skill to do the job required and provided that the additional hours do not result in overtime, do not conflict with existing schedules and the additional hours do not result in a change of status of an employee. Hours scheduled for NPF functions are considered as available additional hours.

12.07 Work stoppages caused by a major storm or any unforeseeable occurrence (including when the Base Authorities close down the base due to weather conditions) will be compensated as follows:

- (a) Employees advised by the Employer not to report to work will be paid for their scheduled work day at their regular rate of pay; and
- (b) Employees who are at work and are sent home by the Employer will be paid for the balance of their scheduled work day at the regular rate of pay.

12.08 No employee shall be scheduled to work a split shift unless otherwise mutually agreed.

12.09 There shall be a minimum of ten (10) hours from the time the employee concludes one (1) scheduled work shift and commences the next scheduled work shift, unless otherwise mutually agreed.

12.10 Any member of the bargaining unit called in or called back to work and actually reports shall receive a minimum of three (3) hours' pay at the applicable rate of pay for those hours.

12.11 Employees in the bargaining unit shall not be scheduled for shifts of less than three (3) hours.

12.12 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.

ARTICLE 13 MEAL AND REST PERIODS

13.01 Meal Periods

Meal periods shall be provided to all employees as follows:

- (a) employees working a daily shift of six (6) consecutive hours or more are entitled to an uninterrupted meal period, without pay, of not less than thirty (30) minutes and not more than sixty (60) minutes. The meal period shall be scheduled as close as possible to the midpoint of their work shift;
- (b) the meal period in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon; and
- (c) under normal circumstances an employee will not be required to work during their meal period. If due to operational requirements an employee is required to work during their meal period, the employee will be paid for that entire meal period at their appropriate rate of pay.

13.02 **Rest Periods**

Each employee shall be granted a paid **uninterrupted** rest period of fifteen (15) minutes during each period of work of three (3) hours, except in those operations which normally employ one (1) person the rest period shall remain as per past practice unless changes are mutually agreed upon. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. Under normal circumstances an employee will not be required to work during their rest period. If due to operational requirements, an employee is required to work during their rest period, the employee will be paid for that entire rest period at their appropriate rate of pay.

13.03 **Rest Periods/Overtime**

Employees who are required to work in excess of one (1) hour of overtime on the completion of their eight (8) hour shift shall be scheduled an uninterrupted fifteen (15) minute rest period with pay at the conclusion of the first hour of overtime worked, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

ARTICLE 14 OVERTIME

14.01 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 (1½) times **their** regular rate of pay.

14.02 At the employee's option, overtime shall be compensated by paying the employee for all overtime worked, or by granting the equivalent paid time off in lieu of overtime payment, or a combination of the two. Employees who choose to take compensating time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each **completed half (½)** hour overtime worked. Where the employee has opted to take paid time off in lieu of overtime payment, such time off shall be taken at a time mutually agreed upon between the Employer and the employee. Accumulated banked overtime shall be recorded on a form provided by the Employer and signed off by the employee. Upon request, a copy of the form shall be provided to the employee. When an employee wishes to take all or portion of their banked accumulated overtime, the expenditure shall be recorded on the form and signed off by the employee and Employer.

14.03 Overtime shall be offered first, to the employee with the greatest seniority on the shift in the outlet which requires the work, and thereafter in decreasing order of seniority, provided the work falls within the terms of the employee's job description. 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.

14.04 When an employee is required to work **seven (7)** consecutive days **or more, they** shall be paid at a rate of pay not less than two (2) times **their** regular rate of pay **for all days worked until such time as they receive a day off. This does not apply to mutually agreed upon shift exchanges.**

ARTICLE 15 SENIORITY

15.01 Seniority shall be defined as the total length of continuous 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 employment in the bargaining unit. Part-time seniority shall date from the employee's first day of continuous employment in the bargaining unit. Probationary employees shall not be entitled to seniority rights or the grievance procedures. Upon completion of the probationary period seniority will be dated from the date of hire in the bargaining unit.

15.02 Seniority shall continue to accumulate during all paid and unpaid authorized leaves of absence, during all layoffs, and during all periods of sickness and/or injury.

15.03 Any employee will lose their seniority rights under this Agreement and their service will be terminated if:

- (a) the employee voluntarily leaves their employment with the Employer; **or**
- (b) the employee is discharged for just cause **and is not reinstated through the Grievance and/or Adjudication procedure in this Collective Agreement; or**
- (c) the employee has been laid off for a period in excess of **twelve (12)** consecutive months; **or**
- (d) the employee has been laid off and is recalled to work and fails to report their return to work to the Employer or to give in writing valid reasons for their inability to do so within three (3) working **shifts** of the date they have been notified by the Employer in writing and by registered mail of their recall date. Possible future recall from layoff shall be conditional on the employee providing the Employer with their current mailing address and telephone number; **or**

- (e) the employee overstays a leave of absence granted by the Employer in writing without securing an extension of such leave; **or**
- (f) the employee is absent from their work for more than three (3) consecutive working **shifts** without securing a leave of absence or without producing evidence of a valid reason. The Employer will not act in a discriminatory or arbitrary manner in its review; **or**
- (g) in the case of a term employee, at the expiry of their employment term or at such other date as permitted by their letter of offer.

15.04 The bargaining unit shall be divided into two (2) operations. These operations shall be entitled "CANEX" and "**Personnel Support Programs**".

15.05 "CANEX" and "**Personnel Support Programs**" operations shall be divided into outlets as follows:

CANEX

SuperMart
Post Office

Personnel Support Programs

Shilo Country Club
Shilo Stag
Messes
Fitness/Sports/Recreation

15.06 In matters of layoffs, recall after layoff, and reduction of a full-time employee to a part-time employee, seniority within the operation as set out as in **sub-article** 15.04 shall be recognized by the Employer, provided the senior employee has the ability and skill to do the job required.

15.07 Vacancies within the bargaining unit created by the departure of an employee, reclassification of a position or the creation of a new position will be posted for seven (7) calendar days on the notice boards and interested employees will apply in writing to the responsible person named in the poster. Employees within the operation concerned shall be given first opportunity to fill such vacancies provided they have the ability and skill to do the job required. Applicants from the bargaining unit as a whole shall then be considered, provided they have the ability and skill to do the job required. Where there is more than one (1) employee in the bargaining unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.

Employees may view job postings within the bargaining unit and other NPF positions on the Employer's website. In addition, employees can register through the Employer's website to create email alerts of targeted competition notices for NPF vacancies.

The Employer shall advise the **Union** of its intentions with respect to any vacancy created within the bargaining unit, where the vacancy has not been posted within **twenty (20)** calendar days.

15.08 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over all part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

15.09 Where a full-time employee is to be laid off due to lack of work and there is part-time work available, said employee, if they so request, shall be given preference to work such part-time work providing they are able and qualified to perform such work. Under such circumstances, the employee shall be paid at the applicable hourly rate of pay that is available for all such hours worked.

15.10 In all circumstances a full-time employee shall be given preference over a part-time employee if the employee is able and qualified to do the job. A full-time employee who is reduced to part-time status as set forth in **sub-article 15.09** will retain seniority as a full-time employee for **twelve (12)** months. At the end of the **twelve (12)** months, the employee will be placed on the part-time seniority list.

15.11 A full-time employee who becomes a part-time employee will be given part-time seniority based on the combination of the employee's total continuous full-time and total continuous part-time service.

15.12 Part-time employees who accept a full-time position with the Employer will not be credited with any of their part-time seniority towards their full-time position. However, part-time employees proceeding to full-time employment, shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employee's service being continuous from part-time to full-time.

15.13 The Employer shall provide the Union each month with an up-to-date seniority list of all employees in the bargaining unit. These seniority lists shall also include the employee's **name**, job classification, job level, **work location, employment status (full-time/part-time/seasonal)**, hourly rate of pay, address and telephone number.

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

ARTICLE 16 DESIGNATED HOLIDAYS

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

- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | Easter Monday |
| Labour Day | |

and any other day or portion of a day designated as a paid holiday by the federal government.

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

16.03 An employee who is entitled to a designated holiday and is required to work on that holiday will be:

- (a) paid at the rate of one and one-half (1½) times **their** regular rate for the hours worked in addition to **their** regular wages for the day; or
- (b) paid at the rate of one and one-half (1½) times **their** regular rate for the hours worked and be given a holiday with pay at some other time convenient to **themselves** and the Employer.

16.04 When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a day off with pay at a time convenient to themselves and their Employer.

16.05 If an employee is not entitled to a paid designated holiday and **they are** required to work on a designated holiday **they** will be paid at one and one-half (1½) times **their** regular rate.

16.06 In order for an employee to be paid for a designated holiday, the employee must not have been voluntarily absent from their scheduled work day immediately prior to and following such holiday. Vacation leave, illness, injury, or any authorized leave of absence with pay shall not disqualify the employee.

16.07 An employee is not entitled to pay for a designated holiday that occurs in **their** first thirty (30) calendar days of employment with the Employer if the employee does not work on that day, but if **they are** required to work on the designated

holiday **they** shall be paid at a rate at least equal to one and one-half (1½) times **their** regular rate of pay for the time worked by **them** on that day.

16.08 Employees who qualify to be paid for a designated holiday shall be compensated for each such holiday in an amount that is equal to one-fifth (1/5) of the average weekly hours that were paid to the employee during the two (2) pay periods immediately prior to the week in which the holiday occurs.

ARTICLE 17 **VACATION LEAVE**

17.01 (a) Full-time employees will earn paid vacation days based upon the following entitlements:

<u>Employment</u>	<u>Entitlement</u>
During the 1 st year of continuous employment	Ten (10) working days per year
During the 2 nd , 3 rd , 4 th , 5 th , 6 th and 7 th year of continuous employment	Fifteen (15) working days per year
During the 8 th , 9 th , 10 th , 11 th , 12 th , 13 th , 14 th and 15 th year of continuous employment	Twenty (20) working days per year
During the 16 th and 17 th year of continuous employment	Twenty-three (23) working days per year
During the 18 th , 19 th , 20 th , 21 st , 22 nd , 23 rd , 24 th 25 th and 26 th year of continuous employment	Twenty-five (25) working days per year
During the 27 th year of continuous employment	Twenty-seven (27) working days per year
During the 28 th and subsequent years of continuous employment	Thirty (30) working days per year

- (b) The earned vacation days listed in **sub-article** 17.01 (a) will be credited to the full-time employees on a pro-rated basis at the end of each month of continuous employment.
- (c) Full-time employees who have completed their probationary period are entitled to and shall be granted paid vacation at their normal rate of pay to the extent they have earned paid vacation days as outlined in **sub-articles** 17.01 (a) and (b).

17.02 On termination of employment employees are entitled to be paid at their current wage for any unused vacation days they have earned up to and including in their last day of employment.

17.03 Calculations of earned vacation days shall be based on the anniversary date of continuous full-time and/or part-time employment of the employee.

17.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to the employee based on seniority.

17.05 Where possible an employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which the employee desires to take a vacation of five (5) or more days. Leave for shorter periods may be granted provided sufficient notice is given.

17.06 Vacation leave shall not be cumulative from year to year under normal circumstances. It is however realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing.

17.07 Vacation leave is only earned while an employee is drawing a wage or is on authorized periods of leave without pay that do not exceed two (2) consecutive weeks in duration for each occasion.

17.08 Vacation pay for part-time employees outlined in **sub-article** 17.15 shall be paid during the month of June of each year by direct bank deposit. Such vacation pay shall be deposited separately and apart from the employee's normal earnings and shall be accompanied by a statement detailing the employee's gross vacation pay and the deductions used in determining the employee's net vacation pay.

17.09 When holidays as defined in **sub-article** 16.01 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.

17.10 The normal vacation period shall commence on May 31 and end on September 30. This in no way precludes employees from requesting vacation leave outside the normal vacation period. If the Employer determines that the requested vacation will not interfere with the proper operation of the outlet, the request will be approved.

17.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority by outlet. Employees must submit their request for vacation by April 30 at which time the Employer will finalize, approve and post the vacation schedule. No changes will be made to the vacation schedule once it has been approved unless such changes are mutually agreed upon.

17.12 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in accordance with **sub-article** 12.02.

17.13 The vacation leave entitlement of an employee whose status is changed from part-time to full-time will be based on the total completed years of employment as a part-time and full-time employee.

17.14 If a full-time employee becomes sick or is injured while on vacation leave and submits a doctor's certificate covering the period of sickness or injury, the employee shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness or injury shall be re-credited to the employee's vacation record.

17.15 Vacation pay for part-time employees shall be as follows:

<u>Employment</u>	<u>Entitlement</u>
During the 1 st year of continuous employment	Four (4%) percent of gross income per year
During the 2 nd , 3 rd , 4 th , 5 th , 6 th and 7 th year of continuous employment	Six (6%) percent of gross income per year

During the 8th, 9th, 10th, 11th, 12th 13th, 14th and 15th year of continuous employment

Eight (8%) percent of gross income per year

During the 16th and 17th year of continuous employment

Nine point two (9.2 %) percent of gross income per year

During the 18th, 19th, 20th 21st, 22nd, 23rd, 24th, 25th and 26th year of continuous employment

Ten (10%) percent of gross income per year

During the 27th year of continuous employment

Ten point eight (10.8%) percent of gross income per year

During the 28th and subsequent years of continuous employment

Twelve (12%) percent of gross income per year

17.16 Upon written request a part-time employee may be granted time off for vacation purposes, without pay, based on the vacation entitlement in accordance with **sub-article** 17.01. For purposes of vacation scheduling **sub-article** 17.11 will apply and in cases where operational requirements dictate it is understood that full-time employees will have preference over part-time employees. Subject to the satisfaction of the requirements of **sub-article** 17.11, part-time employees requesting time off in accordance with this Article shall receive a response to their request(s) for time off within fifteen (15) calendar days of the supervisor or manager having received the request(s).

ARTICLE 18 LEAVES OF ABSENCE

18.01 Personal Leave Without Pay

An employee may be granted a leave of absence without pay provided the employee receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of **twelve (12)** months.

18.02 **Convention/Conference/Education Leave**

A leave of absence without pay for the purpose of attending conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Employer upon receiving a written request from the Union. Time off shall not be granted to more than two (2) employees at any one (1) time unless otherwise mutually agreed to between the Employer and the Union, and the duration of any such leave shall not exceed five (5) calendar days per occasion to a combined maximum of ten (10) calendar days per calendar year per employee. The Union shall give the Employer written notice not less than twenty-one (21) calendar days before the requested leave is to commence.

18.03 **Negotiation Leave**

The Employer shall allow two (2) employees time off without pay for the purpose of attending negotiations for the renewal of the Collective Agreement.

18.04 **Jury Duty Leave**

In the event an employee is summoned for jury duty, **or jury selection**, the Employer agrees to make up the difference, if any, between the amount paid to the employee for jury services and the amount the employee would have earned had **they** worked their regular scheduled hours on such days. This does not apply if the employee is excused from jury duty **or jury selection** for the rest of the day or days and fails to report back to work, or if jury duty **or jury selection** occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that **they have** been summoned for jury duty **or jury selection**.

Employees shall be compensated for each day of such leave in an amount that is equal to one-fifth (1/5) of the average weekly hours that were paid to the employee. Compensation shall be calculated using the first two (2) pay periods in which work was performed by the employee that immediately precede the week in which such leave commenced, or such lesser number of complete calendar weeks in the case of newly hired employees who have not been employed for four (4) weeks since their date of hire.

18.05 **Witness Leave**

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

Employees shall be compensated for each day of such leave in an amount that is equal to one-fifth (1/5) of the average weekly hours that were paid to the employee. Compensation shall be calculated using the first two (2) pay periods in which work was performed by the employee that immediately precede the week in which such leave commenced, or such lesser number of complete calendar weeks in the case of newly hired employees who have not been employed for four (4) weeks since their date of hire.

18.06 **Bereavement Leave**

All employees shall be entitled to bereavement leave of five (5) days with pay when the employee is to be absent from work due to a death in their immediate family and one (1) working day with pay in the case of distant relative. Employees shall not be required to attend the funeral in order to be eligible to receive bereavement leave time off with pay. In addition, the employee may be granted up to two (2) days leave with pay for the purpose of necessary travel related to the death.

For the purpose of this Agreement, immediate family will comprise any one **(1)** of the following: parent, step-parent, **foster parent or guardian**, step-children, brother, sister, spouse, common law spouse, **same sex partner, fiancé**, child **(including foster children, children of common law or same sex partner)**, father-in-law, mother-in-law, **daughter-in-law, son-in-law**, grandparent and grandchild. Distant relatives will be any of the following: brother-in-law, sister-in-law, spouse's grandparent, aunt and uncle.

Should the periods mentioned above contain one (1) or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work the employee will have missed.

The Employer may grant one (1) day of leave without pay to any employee who acts as a pallbearer, **eulogist, or officiant** at a funeral of a person who is not a member of the employee's immediate family or who is not a distant relative of the employee.

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 for in **sub-article 18.06** above.

18.07 **Leave for Pregnant Employees**

The Employer shall grant pregnant employees up to a half (1/2) day of reasonable time off with pay for the purpose of attending medical appointments relating to the employee's pregnancy. An employee is expected to make reasonable efforts to schedule such appointments in such a way as to minimize her absence from work. An employee requesting leave under this provision must notify her supervisor of the appointment as far in advance as possible. Part-time employees shall receive this benefit in the same proportion as their weekly hours of work compare with the normal scheduled weekly hours of work of full-time employees.

18.08 **Maternity Leave**

The Employer will grant maternity leave without pay to an employee with six (6) months or more of continuous employment. The employee will decide when her maternity leave is to commence and barring complications must return to work no later than seventeen (17) weeks after delivery. Verified medical complications may extend the leave up to an additional thirteen (13) weeks.

The employee concerned shall request maternity leave in writing and shall provide the Employer with a certificate of a duly qualified medical practitioner confirming the pregnancy and specifying the date upon which the delivery will occur in **their** opinion.

The employee is required to give the Employer at least two (2) weeks written notice of her desire to return to work. If the employee fails to give said notice or fails to return to work on the expiry date of the maternity leave she will be considered to have voluntarily terminated her employment.

An employee leaving on maternity leave shall be granted a two (2) week allowance equal to the benefits the employee would receive from Employment Insurance Canada and for the remaining fifteen (15) weeks of maternity leave shall be granted a top-up allowance equal to the difference between the benefits the employee would receive from Employment Insurance and ninety-three (93%) percent of their gross pay as averaged over the previous two (2) pay periods in which work was performed by the employee that immediately precedes the week in which such leave commenced, in accordance with the following conditions:

- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits, shall be paid an allowance in accordance with the supplementary unemployment benefit plan;

- (b) An employee who receives the allowance shall return to work for a period equal to the period of time of maternity leave taken, of maternity leave, unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement; and
- (c) Should the employee fail to return to work as per the provisions of **sub-article 18.08**, the employee recognizes that she is indebted to the Employer for the full amount of the allowance.
- (d) If the employee believes that she may not be able to comply with the obligation to return to work she shall have the option of electing to defer her allowance entitlements, (top-up) until such time as she returns to work. Should the employee return to work for the requisite period as stipulated above she will be given her maternity leave allowance in the form of a lump sum less statutory deductions upon recommencement of employment.

18.09

Parental Leave Without Pay

Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner or same sex partner), the employee shall, upon request, be granted parental leave without pay for either:

- (a) **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), OR**
- (b) **a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child is born or the day on which the child comes into the employee's care.

Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for either:

- (a) **a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period (standard option), OR**

- (b) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),**

beginning on the day on which the child comes into the employee's care.

Notwithstanding (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in (a) and (b) above may be taken in two periods.

Where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay OR where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while their child is hospitalized, the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks before the commencement date of such leave. The Employer may:

- (a) defer the commencement of parental leave without pay at the request of the employee;**
- (b) grant the employee parental leave without pay with less than four (4) weeks' notice;**
- (c) require an employee to submit a birth certificate or proof of adoption of the child.**

An employee returning from Parental Leave without pay, shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the wage and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had they been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change occurred.

Leave granted under this sub-article shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

The employee shall, along with the request for Parental Leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. For those employees taking leave under sub-articles **18.08 and 18.09** above, the Employer shall continue its share of contributions for those employees who wish to continue benefits **and pension contributions**. For those employees taking leave under this sub-article, arrangements will be made for the employee to make the necessary contributions.

18.10 Adoption and Birth Leave

An employee shall be granted two (2) days’ leave **of absence** with pay, to attend to needs directly relating to the adoption **or birth of their** child. At the employee's option, such leave shall be granted commencing on the day of or the days following the adoption **or birth**. Adoption **and birth leave** shall be in addition to any parental leave the employee may be entitled to.

18.11 Family Related Leave

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

- (a) To take a dependent family member for medical or dental appointments or for appointments with appropriate authorities at school. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize **their** absence from work. An employee requesting this leave provision must notify **their** supervisor of the appointment as far in advance as possible;
- (b) For the temporary care of a sick member of the employee’s immediate family
- (c) For the needs directly related to the birth of an employee’s child. This leave may be divided into two (2) separate periods and granted on separate days.
- (d) To attend school functions if the supervisor was notified of the function as far in advance as possible.

- (e) To provide for the employees child in the case of an unforeseeable closure of the school 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 emergencies beyond the control of the employee. This leave may be granted to a maximum of one (1) day per calendar year.**

The total leave with pay, which **shall** be granted under **sub-article 18.11** above shall not exceed five (5) working days in any calendar year

For the purposes of this **sub-article**, family is defined as spouse (common-law spouse, **or same sex partner residing** with the employee), dependent children (including children of legal, **foster, same sex partner** or common-law spouse), parents (including step-parents or foster parents), grandchildren, or any relative permanently residing in the employee's home or with whom the employee permanently resides.

Part-time employees entitlement shall be calculated as follows: one day is equivalent to one fifth (1/5) of the average weekly hours of work that were paid to the employee during the two (2) pay periods immediately preceding the leave.

At the employee's option, Family Related **Leave** may be taken in **hourly** increments **and shall not exceed the employee's pro-rated entitlement period up to five (5) days per calendar year as calculated in Workforce.**

18.12 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 Compassionate Care Leave without pay.

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

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.

Length of service continues to accrue during absences on Compassionate Care Leave.

18.13 Military Leave

An employee, who is also a member of the Canadian Reserve force, shall be granted a leave of absence without pay to attend to responsibilities and/or training required by the Canadian Armed Forces providing that:

- (a) the employee submit a written request for military leave to their manager at least four (4) weeks in advance;
- (b) the delivery of operational requirements by the division to the local Canadian Forces community is not impacted by the absence; and/or
- (c) they are ordered by the Governor in Council or as mandatory under the *National Defence Act*

Length of service continues to accrue during absences on military leave.

An employee on military leave may continue group benefits and/or pension provided that the employee pays their share of premiums and contributions; the Employer shall continue to pay its share of premiums and contributions. An employee's election to either continue or suspend group benefits and/or pension for the duration of the leave period is irrevocable and binding.

The employee shall be restored to their former position at the then prevailing rate of pay at the expiration of leave.

18.14 Leave Without Pay for Relocation of Spouse

Any full-time or part-time employee whose spouse is being relocated/posted/transferred to another geographical location for work reasons may be granted relocation leave without pay for up to twelve (12) months, **for the purpose of assisting them with their transition to another NPF position at their new location without a break in service**, provided that they meet 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 **they** relocation leave in the event that **they are** not successful in obtaining another NPF position at the new location during **their** leave **and**
- (e) the Employee must ensure **their** previous location has **their** current contact information.

An employee may continue group benefits and pension coverage provided the Employee pays both the Employer's and **their** share of **premiums and** 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. **An employee's election to either continue or suspend group benefits and/or pension for the duration of the leave period is irrevocable and binding. An elected option cannot be changed after the leave has commenced.**

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 re-employment **shall** be treated as continuous service and **their** relocation leave will automatically end effective the day before the Employee starts working in the new position.

Once an employee on relocation leave accepts an offer of employment for an NPF position at their new or original location, their vacation entitlement shall resume from their previous entitlement. Credit for length of service may apply to establish the employee's rate of pay, at the Employer's discretion.

18.15 Except for the benefits listed in Appendix “A”, an employee will not be eligible for any of the benefits provided for in this Agreement. During a period of leave without pay, the benefits listed in Appendix “A” (excluding Long Term Disability), may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the benefit premiums and the pension contributions, (excluding Maternity Leave, Parental Leave, Compassionate Care Leave and Military Leave). The employee shall be restored to their former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 The purpose of the grievance procedure is to maintain good relations between employees, the Union and the Employer by providing a method to quickly and fairly resolve complaints, disagreements, concerns and differences of opinions.

19.02 If an employee or the Union have a complaint, disagreement, concern and/or difference of opinion with the Employer which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, they may choose to discuss their complaint, disagreement, concern and/or difference of opinion with the Employer prior to filing a formal written grievance. Employees are entitled to have their full-time Union Representative and/or Shop Steward with them during any such discussion. If the employee is not satisfied with the result of such discussions a formal grievance may then be presented.

19.03 Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of the request.

19.04 An employee, the Union or the Employer may present a grievance. A formal written grievance shall be presented by the grieving party within twenty-one (21) calendar days following the event giving rise to such grievance.

19.05 Any 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 that affect their terms and conditions of employment, other than those arising from the classification process, is entitled to present a grievance in the manner prescribed in this Article except that, where there is another administrative procedure provided by or under any Act of Parliament to deal with their specific complaint, such procedure must be followed, and where the grievance relates to the interpretation or application of this

Collective Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless they have the approval of and are represented by the Union.

19.06 The Union and the Employer may present a policy grievance to the other in respect of the interpretation or application of the Collective Agreement as it relates to either of them or to the Bargaining Unit generally. The policy grievance process consists of one **(1)** step. A policy grievance shall be reviewed and responded to at Step 3.

19.07 An employee, the Union or the Employer when submitting a grievance at any level, shall use the NPF Grievance Presentation Form or the Union's grievance form. A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with such forms or by reason of any technical irregularity. Such forms are obtainable from the Non-Public Funds Human Resource office or the Union office, as the case may be.

19.08 The procedure for adjustment of grievances shall be as follows:

STEP 1: By a discussion between the employee and the Shop Steward and/or full-time Union Representative with the person designated by the Employer to respond to grievances at Step 1 or a designated appointee. If a satisfactory response to the grievance is not received within fifteen (15) calendar days, the full-time Union Representative and/or employee may proceed to Step 2 within a further seven (7) calendar days.

STEP 2: The full-time Union Representative may take the matter up with the person designated by the Employer to respond to grievances at Step 2 or a designated appointee. If a satisfactory response to the grievance is not received within fifteen (15) calendar days, the full-time Union Representative and/or employee may proceed to Step 3 within a further seven (7) calendar days.

STEP 3: The full-time Union Representative may take the matter up **to the person designated by the Employer to respond to grievances at Step 3 or a designated appointee.** If a satisfactory response to the grievance is not received within twenty-five (25) calendar days, the matter may then be referred to adjudication.

19.09 Step 1 and/or Step 2 of the grievance procedure may be by-passed by the mutual consent of the Employer, the employee and the Union, as applicable. When an employee files a grievance relating to a demotion or a termination of employment, the first two **(2)** steps of the grievance procedure will automatically be by-passed and the grievance will be presented directly at Step 3. **Probationary**

employees shall have access to the second level of the grievance procedure regarding their termination but may not refer a grievance to adjudication.

19.10 An employee has the right to be represented by the Union at all times during the grievance process. When the Union is representing an employee in the grievance process, the Union shall have the right to consult with the person designated to reply on management's behalf at any step of the grievance procedure. The Union's request for consultation at the final step must be made in writing.

19.11 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.

19.12 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor, and the Union, as applicable.

19.13 If a time limit outlined in this Article expires on a Saturday, Sunday or a designated holiday, the deadline will be the next calendar day that is not a Saturday, Sunday or designated holiday.

19.14 A formal written grievance may be withdrawn at any stage in the process by written notice to the Employer.

19.15 An employee who fails to present a grievance in accordance with the prescribed time limits set out in this Article shall be deemed to have abandoned the grievance unless it was not possible for the employee to comply with the prescribed time limits.

ARTICLE 20 ADJUDICATION

20.01 If the employee, the Union and the Employer cannot reach a settlement to the grievance, then the employee, the Union or the Employer can submit the grievance to adjudication pursuant to the ***Federal Public Sector Labour Relations Act***.

20.02 Where an employee has presented a grievance up to and including the final step 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, the employee may refer the grievance to adjudication in accordance with the provisions of the ***Federal Public Sector Labour Relations Act*** and Regulations. The employee may request the assistance of the Union to refer such a grievance to adjudication.

20.03 Where an employee has presented a grievance up to and including the final step with respect to the interpretation or application in respect of the employee of a provision of the Collective Agreement or an Arbitral Award, the employee may refer the grievance to adjudication provided that the Union signifies in prescribed manner its approval of the reference of the grievance to adjudication and its willingness to represent the employee in the adjudication proceedings.

20.04 The adjudicator may, in relation to any matter referred to adjudication, receive and consider such material evidence and contentions as the parties may offer and may make such independent investigation as deemed essential to a full understanding and determination of the issues involved.

20.05 The adjudicator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

20.06 The findings and decisions of the adjudicator on all adjudicable questions shall be binding and enforceable on all parties involved.

20.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances so that there shall be no suspension or interruption of normal operations as a result of any grievances.

ARTICLE 21 WAGE RATES/NEW JOBS/TEMPORARY ASSIGNMENTS

21.01 The minimum hourly rates of pay for all employees covered by this Agreement shall be contained in Appendix "B" of this Agreement and shall form part of this Agreement. Where an individual employee's hourly rate of pay is higher, such hourly rate of pay shall not be reduced by reason of this Agreement. The hourly rates of pay provided for in Appendix "B" apply to job levels and not to individuals. **An employee who is promoted to a higher level shall be entitled to be placed at the job level increment minimum of the new position, or the job level increment closest to the former hourly rate plus three (3%) percent without exceeding the job level increment maximum, whichever is greater.**

21.02 Where an employee is temporarily assigned in writing by the Employer to work in a position of higher classification within the bargaining unit, for one (1) or more consecutive working days, **they** shall be paid at the first increment of the higher position's **job level** that is able to provide for an increase in pay to the employee for all time so assigned.

21.03 Any employee who is temporarily assigned by the Employer to work in a lower paying level shall not have **their** pay reduced as a result.

21.04
be as follows:

Acting appointments given to an employee by the Employer shall

- (a) When an employee is given an acting appointment in writing by the Employer to a **Category (CAT) I** position in a higher classification outside the bargaining unit for less than thirty (30) consecutive days, the employee shall remain a member of the bargaining unit and **their** status and terms and conditions of employment, excluding **their** pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five (5%) percent, or at the last step of that pay level if this results in a pay increase of less than five (5%) percent.
- (b) When an employee is given an acting appointment in writing by the Employer to a CAT I position in a higher classification outside of the bargaining unit for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the bargaining unit and **their** status and terms and conditions of employment shall be those of the acting position. Effective the first day of the acting appointment, the employee shall be paid a rate of pay in the pay level of the acting position that results in a pay increase of at least five (5%) percent, or at the last step of that pay level if this results in a pay increase of less than five (5%) percent. At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including **their** pay, shall revert to those of **their** substantive position.
- (c) When an employee is given an acting appointment in writing by the Employer to a CAT II position for less than thirty (30) consecutive days, the employee shall remain a member of the bargaining unit and **their** status and terms and conditions of employment, excluding **their** pay, shall remain unchanged. For the period of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or **their** substantive salary plus five (5%) percent of the salary range maximum of the CAT II position, without exceeding the salary range maximum.
- (d) When an employee is given an acting appointment in writing by the Employer to a CAT II position for thirty (30) or more consecutive days, for the period of the acting appointment the employee will cease to be a member of the bargaining unit and **their** status and terms and conditions of employment shall be those of the acting

position. Effective the first day of the acting appointment, the employee shall be paid the greater of either the salary range minimum of the CAT II position or **their** substantive salary plus five (5%) percent of the salary range maximum of the CAT II position, without exceeding the salary range maximum. At the conclusion of the acting appointment, the employee's status and terms and conditions of employment, including **their** pay, shall revert to those of **their** substantive position.

- (e) When an employee ceases to be a member of the bargaining unit for an acting appointment that is of thirty (30) or more consecutive days and is for a total continuous period of less than twelve (12) months, that employee shall return to the bargaining unit without any loss of seniority or of benefits conferred to **them** by the Collective Agreement.
- (f) Union dues shall continue to be deducted from the employee's salary for the duration of any acting appointments outlined in this **sub-article**.

21.05 When a new job, with duties and rate of pay which differ from **any** existing jobs, is created within the bargaining unit, the Employer will promptly inform the Union. The job will be evaluated in accordance with the NPF Job Evaluation Program. The rate of pay for the job will be as per the applicable pay level in Appendix "B".

21.06 Upon request of an employee, the Employer **or** the Union through **NPF Shilo Human Resources**, shall review any **existing** job in the bargaining unit where a significant change in duties has taken place.

ARTICLE 22 **JOB DESCRIPTIONS**

22.01 A detailed job description shall be supplied to all employees at their time of hire. A copy of each such job description shall also be forwarded to the Union office at the same time.

22.02 The Employer will ensure that all employees are trained in all the relevant aspects of the duties outlined in their job descriptions.

ARTICLE 23 **CONSULTATION**

23.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.

ARTICLE 24 HEALTH AND WELFARE BENEFITS REFERRAL

24.01 Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

ARTICLE 25 DISCIPLINE/EMPLOYEE FILES

25.01 A written copy of all disciplinary actions taken by the Employer regarding the conduct of an employee, which becomes part of an employee's permanent record, will be given to the employee concerned and to the full-time Union Representative. All written notices of discipline shall indicate the exact reasons for such action being taken. A full-time Union Representative and/or **Shop** Steward will be present at disciplinary hearings unless the employee advises the full-time Union Representative and **Shop** Steward to not attend. **The Employee being disciplined may request another employee from the bargaining unit to be present when they are being disciplined.**

25.02 The Employer agrees that any written disciplinary notices shall be removed from the employee's personnel file after twenty-four (24) months. Said written disciplinary notice cannot be used against the employee at a later date. Any written disciplinary notices involving harassment and/or violence shall remain on the employee's file indefinitely.

25.03 Upon written request submitted twenty-four (24) hours in advance to the Non-Public Funds Human Resource Office, employees will have visual access to their own personnel file not more than three (3) times a year. Time spent reviewing the employee's file shall not be done **while the employee is working** and shall be done during regular working hours of the Non-Public Funds Human Resource Office. It is understood that employees shall be able to write down their own notes while reviewing their own personnel file. Employees shall be able to obtain copies of documentation contained on their personnel file, when requested.

ARTICLE 26 PERFORMANCE EVALUATIONS

26.01 Annual performance evaluation reports are not disciplinary documents and are exempt from the provisions contained in Article 25. A copy of the annual performance evaluation report shall be supplied to all employees.

26.02 The Employer shall provide each employee who is to be given a performance evaluation with a minimum of seventy-two (72) hours advance notice in writing. Such notice shall also include the date, time and location of the evaluation.

ARTICLE 27 BULLETIN BOARDS

27.01 The Employer shall allow the Union to install its own bulletin boards on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin boards shall be mutually agreed to between the Employer and the Union.

ARTICLE 28 REST ROOMS

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

ARTICLE 29 UNIFORMS

29.01 Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.

ARTICLE 30 PROTECTIVE CLOTHING

30.01 In circumstances where employees are normally engaged in working outdoors or in coolers and/or freezers, and protective clothing is deemed necessary, the Employer agrees to provide coveralls, rain gear, summer and winter gloves and/or parkas, as required for use by the employees. Such clothing shall remain the property of the Employer **and shall be cleaned on a regular basis.**

ARTICLE 31 SHORTAGES POLICY

31.01 The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

31.02 The Employer shall not apply its shortages policy unreasonably or arbitrarily.

31.03 **No employee shall be required to reimburse the Employer for any stock and/or cash shortages, which includes unpaid fuel by a customer, unless the employee assigned had the sole control and access to the stock and/or cash**

ARTICLE 32 MEETINGS

32.01 **Employer Meetings**

Members of the bargaining unit who attend meetings called by the Employer shall be paid for all such time under the terms of the Collective Agreement.

32.02 **Union Meetings**

The Union's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the employees for conducting its meetings, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.

ARTICLE 33 SEVERANCE PAY

33.01 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. Term employees are not entitled to receive notice or severance pay when their employment ends due to the expiry of their fixed term(s) of employment or when it otherwise ends in accordance with their letter(s) of offer. Factors considered beyond the employee's control are:

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

Severance pay entitlements are:

Length of Employment

Zero (0) – Twelve (12) months
Twelve (12) – Thirty-six (36) months
Thirty-seven (37) – Sixty (60) months
over **sixty (60) months**

Severance Pay

Two (2) weeks' pay
One (1) months' pay
Two (2) months' pay
Three (3) months' pay

Notice or salary entitlement in lieu of notice:

Probationary employees	Two (2) weeks
Part-time employees	Two (2) weeks
Full-time employees	One (1) month

ARTICLE 34 WORKERS COMPENSATION

34.01 When an employee is unable to work as a result of an injury and/or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided within five (5) working days of the injury and/or illness.

34.02 In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving sick leave benefits, if eligible, in accordance with Appendix A-2 of the Collective Agreement. In such instances the employee agrees that if the employee's appeal is accepted by the Workers Compensation Board that the Employer shall then be reimbursed for all monies owing to them.

34.03 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee. The Employer shall comply with all regulations so that the employee can make a claim to retain the amount the Workers Compensation Board pays for such lost time. Where possible, the employee shall schedule such time outside of working hours.

34.04 In the event of a compensable accident, the affected employee shall be paid by the Employer for the remainder of **their** work day.

ARTICLE 35 NON-PUBLIC FUND POSITIONS

35.01 The Employer, at this time, has no plans to militarize, concession or contract out any existing public-fund positions.

35.02 Should any changes to existing Non-Public Fund positions become necessary during the term of this Agreement, and such changes result in the displacement of Bargaining Unit employees, the Employer agrees to meet with the Union to discuss alternate employment prior to any changes coming into effect.

35.03 Non-Bargaining Unit employees will not be used to such an extent as to result in the displacement of full-time Bargaining Unit employees.

ARTICLE 36 VEHICLE ALLOWANCES

36.01 No employees shall use their own vehicle when performing work for the Employer unless they voluntarily agree to do so.

36.02 Employees who voluntarily agree to their own vehicle for work related duties and who have received written authorized permission from the Employer to do so must complete a mileage claim form that shall be provided by the Employer and shall be reimbursed at the prevailing kilometric rate as published on the Employer's website. **A copy of the current rates shall be posted on the bulletin board.**

36.03 Employees who use their personal vehicle for work-related duties are solely responsible for informing their personal insurance provider that they are using their vehicle for occasional business use. In such circumstances, the employee shall be responsible for paying any additional insurance premium costs incurred.

ARTICLE 37 STRIKES AND LOCKOUTS

37.01 During the term of this Agreement there shall be no strike, slowdown, or work stoppage on the part of the Union, nor shall there be a lockout on the part of the Employer.

ARTICLE 38 DURATION OF AGREEMENT

38.01 Unless otherwise expressly stipulated, all new and/or revised provisions contained in this Collective Agreement shall become effective on the date that it was ratified by the Union.

38.02 **This Agreement shall be in force and effect from December 1, 2018 to September 30, 2022, and will continue to be in force and must be observed by either party until a new Collective Agreement is entered into or in the event the Bargaining Agent provides notice to terminate. Either party may give the other party notice in writing of the renewal and/or amendment of this**

Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement.

38.03 When the required notice for termination or revision is given by either party, negotiations in connection with same shall be started as soon as reasonably possible and conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

Sandra Ingraham

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

Sonia Taylor

Amy Lecompte
Senior Labour Relations Officer and
Chief Negotiator

Jeff Traeger
President, United Food and
Commercial Workers, Local 832

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Preamble

A-1.01 The following Health and Welfare benefits shall be arranged for by the Employer for eligible employees covered by this Agreement and their eligible dependents, and shall be subject to the terms and conditions of the master policies and contracts in force, **all of which shall form part of this Agreement. The Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved in all material respects for the term of this Agreement. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.**

A-1.02 The Employer shall supply the Union with a current copy of the plan text and summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply each eligible employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Employer shall ensure that the Union and the employees covered by this Agreement are provided as applicable with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 Unless otherwise specifically stated, all of the benefits referred to in this Appendix "A" shall only apply to eligible full-time employees and to eligible part-time employees.

A-1.04 A general description of all the health and welfare benefits, terms and conditions, that the Employer provides to employees is as detailed below.

A-2 Sick Leave Plan

A-2.01 All full-time employees who have completed their probationary period and are medically unfit to work because of a non-work related illness or injury are included in this plan. Sick leave benefits provide the employee with **continuous** salary protection for **seventeen (17) weeks at one hundred (100%) percent of the employee's salary.**

The following conditions govern the entitlement to sick leave:

- (a) The employee must contact their immediate supervisor **prior to** the first day of absence **when known or prior to their start time**, indicating the reason for the absence and the expected date of return;
- (b) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the employee is advised in writing of the requirement beforehand. Prolonged illness or frequent illness may require additional certificates from a doctor selected by the Employer.
- (c) If, prior to the expiration of **their** seventeen (17) weeks of sick **leave**, the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.
- (d) An employee who has exhausted **their** seventeen (17) weeks of sick leave will have **their** full paid sick leave benefits reinstated for the same illness/injury after **they have** returned from sick leave or LTD to **their** regular full-time employment for seventeen (17) consecutive weeks for the same illness/injury. Prior to that, if the employee remains medically unfit to work for the same illness **they** may be eligible for Long Term Disability (LTD) benefits provided that **they** meet the eligibility criteria of the LTD Plan.
- (e) An employee will have **their** full paid sick leave benefits reinstated for a different illness/injury after **they have** returned from sick leave to **their** regular full-time employment for **seven (7)** continuous working days.

A-3 Group Life Insurance Benefits

A-3.01 Subject to the rules and regulations of the plan, the Employer shall provide all eligible full-time employees with Group Life Insurance benefits. The Employer pays the full premium cost of the Group Life insurance benefits for eligible full-time employees.

A-3.02 Full-time employees enrolled in the optional life insurance benefits shall pay the full cost of the premiums.

A-4 Accidental Death and Dismemberment Insurance Benefits

A-4.01 Subject to the rules and regulations of the plan, the Employer shall provide all eligible full-time employees with Accidental Death and Dismemberment Insurance Benefits. The Employer pays the full premium cost of the Accidental Death and Dismemberment Insurance Benefits.

A-5 Long Term Disability Insurance Benefits

A-5.01 Subject to the rules and regulations of the plan, the Employer shall provide all eligible full-time employees with Long Term Disability Insurance Benefits through its group policy. The Employer pays sixty (60%) percent of the premium cost and the full-time employee pays forty (40%) percent of the premium cost.

A-6 Dental Insurance Benefits

A-6.01 Subject to the rules and regulations of the plan, the Employer shall provide all eligible full-time employees and eligible employee dependents with Dental Insurance Benefits. The Employer pays sixty (60%) percent of the premium cost and the full-time employee pays forty (40%) percent of the premium cost.

A-7 Group Health Insurance Benefits (which includes Vision Care)

A-7.01 Subject to the rules and regulations of the plan, the Employer shall provide all eligible full-time employees and their eligible dependents with Group Health Insurance Benefits. The Employer pays sixty (60%) percent of the premium cost and the full-time employee pays forty (40%) percent of the premium cost.

A-8 Group Pension Benefits

A-8.01 Subject to the rules and regulations of the plan and applicable legislation, the Employer shall provide all eligible full-time employees and eligible part-time employees with Group Pension Benefits. The Employer and the plan member shall pay contributions for the Group Pension benefits in accordance with the requirements that are contained in the plan text.

A-9.01 Subject to the rules and regulations of the plan, the Employer shall provide all part-time employees with Accidental Death and Dismemberment Insurance Benefits. These benefits shall be available to part-time employees at all times commencing with their date of hire. The principle sum that is payable is twenty-five thousand (\$25,000.00) dollars. All other provisions shall be the same as those provided to full-time employees. The Employer shall pay the full premium cost of providing these Accidental Death and Dismemberment Insurance Benefits.

APPENDIX "B"

B-1 Hourly Wage Rates and Job Levels

1-Dec-18	START	2 MOS	12 MOS	18 MOS	24 MOS
1	\$11.93	\$12.02	\$12.16	\$12.33	\$12.93
2	\$12.12	\$12.27	\$12.45	\$12.67	\$13.31
3	\$12.28	\$12.54	\$12.86	\$13.16	\$14.48
4	\$12.99	\$13.14	\$13.53	\$14.11	\$15.85
5	\$14.12	\$14.39	\$14.81	\$15.38	\$17.27
6	\$16.45	\$16.91	\$17.87	\$18.51	\$20.75
7	\$18.17	\$18.78	\$19.95	\$20.71	\$23.26
8	\$19.73	\$20.44	\$21.25	\$22.14	\$25.14

1-Oct-19	START	2 MOS	12 MOS	18 MOS	24 MOS
1	\$12.17	\$12.26	\$12.40	\$12.58	\$13.18
2	\$12.36	\$12.51	\$12.70	\$12.92	\$13.58
3	\$12.53	\$12.79	\$13.12	\$13.42	\$14.77
4	\$13.25	\$13.40	\$13.80	\$14.40	\$16.16
5	\$14.41	\$14.68	\$15.11	\$15.68	\$17.62
6	\$16.78	\$17.25	\$18.22	\$18.88	\$21.16
7	\$18.54	\$19.15	\$20.35	\$21.12	\$23.72
8	\$20.12	\$20.85	\$21.67	\$22.58	\$25.65

1-Oct-20	START	2 MOS	12 MOS	18 MOS	24 MOS
1	\$12.32	\$12.42	\$12.55	\$12.73	\$13.35
2	\$12.51	\$12.67	\$12.86	\$13.08	\$13.75
3	\$12.68	\$12.95	\$13.29	\$13.59	\$14.96
4	\$13.41	\$13.57	\$13.97	\$14.58	\$16.37
5	\$14.59	\$14.86	\$15.30	\$15.88	\$17.84
6	\$16.99	\$17.47	\$18.45	\$19.12	\$21.43
7	\$18.77	\$19.39	\$20.60	\$21.38	\$24.02
8	\$20.37	\$21.11	\$21.94	\$22.87	\$25.97

1-Oct-21	START	2 MOS	12 MOS	18 MOS	24 MOS
1	\$12.48	\$12.57	\$12.71	\$12.89	\$13.52
2	\$12.67	\$12.83	\$13.02	\$13.25	\$13.92
3	\$12.84	\$13.11	\$13.45	\$13.76	\$15.14
4	\$13.58	\$13.74	\$14.15	\$14.76	\$16.57
5	\$14.77	\$15.05	\$15.49	\$16.08	\$18.06
6	\$17.20	\$17.68	\$18.68	\$19.36	\$21.69
7	\$19.00	\$19.64	\$20.86	\$21.65	\$24.32
8	\$20.63	\$21.37	\$22.22	\$23.15	\$26.29

B-2 Increment Increases

Increment increases for all employees that are provided for in Appendix B-1 above, shall be applied whenever the appropriate number of calendar months of employment in that pay level has been achieved until the top hourly rate of pay for the level they are working in is reached.

B-3 Pay Notes

The Employer agrees that under no circumstances will any employee receive a rate of pay less than the higher of the Federal or Provincial minimum wage.

B-4 Retroactive Pay

Effective December 1, **2018**, the appropriate pay grid outlined at Appendix B-1 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 November 30, **2018**, due to the posting of a military family member to another military facility shall receive full retroactive pay to December 1, **2018**, 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.

B-5 Overscaled Employees/Hourly Rates of Pay

Employees whose hourly rate of pay exceeds the top hourly rate of pay for the job level they are working in shall not have their hourly rate of pay reduced and in addition, shall receive the same increases that are provided to other employees working in their job level whenever such increases become effective. Each such employee shall remain overscaled until such time as they are no longer employed by the Employer or until such time as they have been permanently assigned to a job level that provides for an hourly rate of pay that exceeds the overscaled hourly rate of pay that was being paid to them.

B-6 Employees Permanently Promoted to Higher Paying Job Level

Any employee who is promoted on a permanent basis to a job level that provides for a higher rate of pay to that which was being paid to the employee at the time of their promotion, shall initially be slotted into and paid at the twelve (12) month rate of said level providing that this results in an increase in pay for the employee. Where the twelve (12) month rate of said level does not provide for an increase in pay, the employee shall then initially be slotted into the first rate of pay for said level that provides for an increase in pay for the employee.

B-7 Minimum Wage Adjustment

In the event that the Provincial and/or Federal minimum wage increases during the life of the Agreement, the following shall apply:

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

Effective Date of minimum wage increase	START RATE	2 MONTH RATE	12 MONTH RATE	18 MONTH RATE	24 MONTH RATE
Pay Band 1	Minimum Wage	Pay Band 1 Start Rate +1.5%	Pay Band 1 Start Rate +3%	Pay Band 1 Start Rate +4.5%	Pay Band 1 Start Rate +6%
Pay Band 2	Pay Band 1 Start Rate +1%	Pay Band 2 Start Rate +1.5%	Pay Band 2 Start Rate +3%	Pay Band 2 Start Rate +4.5%	Pay Band 2 Start Rate +6%
Pay Band 3	Pay Band 2 Start Rate +1%	Pay Band 3 Start Rate +1.5%	Pay Band 3 Start Rate +3%	Pay Band 3 Start Rate +4.5%	Pay Band 3 Start Rate +6%
Pay Band 4	Pay Band 3 Start Rate +1%	Pay Band 3 3-month rate +1%	Pay Band 3 12-month rate +1%	Pay Band 3 18-month rate +1%	Pay Band 3 24-month rate +1%
Pay Band 5	Pay Band 4 Start Rate +1%	Pay Band 4 3-month rate +1%	Pay Band 4 12-month rate +1%	Pay Band 4 18-month rate +1%	Pay Band 4 24-month rate +1%

LETTER OF UNDERSTANDING

BETWEEN:

HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Re: Health and Welfare Benefits/ Part-time Employees

The Employer shall deduct fifteen (15¢) cents from each hour paid to each part-time employee. This money shall be forwarded to the Union at the same time as Union dues are forwarded to the Union office, and shall be accompanied by an itemized statement detailing the names of the employees for whom deductions were made, the amount of the deductions that were made on behalf of each such employee, and the calculations that were used to determine the amount of deductions that were made on behalf of each such employee.

The Union shall use all such monies to establish and provide health and welfare benefits for part-time employees. The Union shall be solely responsible for administering these benefits and shall be solely responsible for determining the type and amount of benefits that are to be available to part-time employees.

This Letter of Understanding shall form part of the **Collective Agreement**.

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

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

Sandra Ingraham

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

Sonia Taylor

Amy Lecompte
Senior Labour Relations Officer and
Chief Negotiator

Jeff Traeger
President, United Food and
Commercial Workers, Local 832

LETTER OF UNDERSTANDING

BETWEEN:

HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the “Employer”

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the “Union”.

Re: Use of Casual Employees

The Employer agrees that casual employees shall not be scheduled to the extent that it adversely affects the rights of unionized employees, and wherever possible, the Employer will attempt to redistribute the hours amongst existing bargaining unit positions based on operational requirements.

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

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

Sandra Ingraham

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

Sonia Taylor

Amy Lecompte
Senior Labour Relations Officer and
Chief Negotiator

Jeff Traeger
President, United Food and
Commercial Workers, Local 832

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HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Re: Maternity Leave Top-Up

Notwithstanding the language of **sub-article 18.08 (b)** employees who were on strength as of February 12th, 2012 (including those employees who went on maternity leave prior to February 12th, 2012) and who receive the maternity leave allowance will only be required to return to work for a period of ten (10) working days following their maternity leave. Furthermore, employees who receive the maternity leave allowance but are unable to return to work for the period of time outlined in **sub-article 18.08 (b)** because they have been involuntarily posted to another location due to their spouse being transferred will not be indebted to NPF for the amount of the maternity leave allowance.

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

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

Sandra Ingraham

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AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the “Union”.

Re: Education and Training Trust Fund Contributions

The Employer shall contribute seven hundred and fifty (\$750.00) dollars on January 1, 2019, and a further seven hundred fifty (\$750.00) dollars on January 1, 2020, and a further seven hundred and fifty (\$750.00) dollars on January 1, 2021, and a further seven hundred and fifty (\$750.00) dollars on January 1, 2022 into the Union’s Education and Training Trust Fund.

This Letter of Understanding shall not form part of the **Collective Agreement** which expires on **September 30, 2022**.

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

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

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HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as

Re: Future Merger of CANEX SuperMart and CANEX Post Office Outlets

For the purposes of this Agreement (including for the purposes of seniority as outlined in Article 15), the CANEX SuperMart and the CANEX Post Office shall be considered separate outlets. Should operational requirements cause the CANEX Post Office outlet to return to form part of the SuperMart outlet at any time throughout the life of the present Agreement, the CANEX Post Office outlet's seniority list shall merge with the SuperMart outlet's seniority list so as to recognize the seniority of all employees affected by the change.

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

SIGNED THIS DAY OF , 2019

FOR THE UNION:

FOR THE EMPLOYER:

Sandra Ingraham

Sean N. Cantelon
Chief Executive Officer, Staff of the
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HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES BASE AT SHILO, MANITOBA, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

Re: Domestic Violence

As per its obligations under the Canada Labour Code Part II, section XX, the Employer recognizes that workplace violence can stem from incidents of domestic violence.

The Employer and the Union recognize that violence includes incidents of domestic violence entering the workplace. Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

Should employees' experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace, employees are encouraged to notify their supervisors and/or managers as soon as possible. Managers and supervisors are encouraged to offer measures of support and provide assistance where possible, such as referral to community services, and the Employer's Employee Family Assistance Program (EFAP) program. The Employer may grant the Employee access to their leave provisions in situations

of Domestic Violence, in addition, employees are encouraged to seek a leave of absence without pay as needed to deal with matters related to domestic violence, and subject to operational requirements, such requests will not be unreasonably withheld.

Requests submitted under the terms of this Letter of Understanding will be treated as confidential by the Employer.

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

SIGNED THIS DAY OF , 2019

Sandra Ingraham

Sean N. Cantelon
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