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SOURCE	Union		
EFF.	2000	07	13
TERM.	2002	08	31
No. OF EMPLOYEES	85		
NOMBRE D'EMPLOYES	85		

AGREEMENT

BETWEEN

**HER MAJESTY IN RIGHT OF CANADA AS REPRESENTED BY
THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES
MONTREAL REGION
(including Farnham Site, Saint-Hubert Site, ASU Montreal and ASU
Saint-Jean)**

AND

PUBLIC SERVICE ALLIANCE OF CANADA

**GROUP: OPERATIONAL CATEGORY
(ALL EMPLOYEES)**

EXPIRY DATE: 31 AUGUST 2002

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ARTICLE 1

POSE OF AGREEMENT

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

1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the services provided and to promote the well being of the employees.

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board as per the amended document dated January 28, 1998, as Bargaining Agent for all employees of the Employer in the Operational Category employed in the entities made up of the Montreal area. The entities are the following: the Farnham site, the Saint-Hubert site, ASU Montreal and ASU Saint-Jean.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. Full-Time Employee means an employee who has completed his probationary period and is employed on a continuing basis for 27 or more hours per week averaged over a thirteen (13) week period.
- b. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall not exceed:
 - (1) four (4) months in the case of an employee who is carrying out supervisory duties;

- (2) three (3) months in the case of an employee who is carrying out non-supervisory duties; and
- c. Part-Time Employee means an employee who is employed on a continuing basis but works more than thirteen and one-third (13 1/3) hours per week, but less than twenty-seven (27) hours per week.

Notwithstanding the above mentioned definitions, the status of an employee shall not change when he is required to occupy a position on a temporary or acting basis except for the provisions of article 13.11 (c).

- 3.02
- a. "Continuing service" means, for the purposes of the benefits listed in this agreement, the length of an employee's service within the Non-Public Funds from the date of hire which has not been interrupted for more than a three (3) month period, or for more than a six (6) month period in the case of a lay-off; and
 - b. However, paragraph (a) does not apply in the case of an employee whose employment has been terminated because of abandonment of position or dismissal.

ARTICLE 4

STATE SECURITY

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

ARTICLE 5

MANAGERIAL RIGHTS

5.01 The Bargaining Agent recognizes and agrees that the Employer ~~has~~ and shall retain the exclusive right and responsibility to manage its operations 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;

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

and it is expressly understood that all such rights and responsibilities not specifically covered or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

5.02 New employees may be released during the probationary period for just cause. The employee may have access to the grievance procedure but may not refer a grievance to adjudication.

5.03 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall thereupon seek to negotiate substitute provisions which **are** in conformity with the applicable law.

ARTICLE 7

CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer will, **as** a condition of employment, deduct an amount **equal** to the monthly membership dues established by the Bargaining Agent 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 earnings.

7.02 For the purpose of applying clause 7.01, deductions from pay for each employee in respect of each month will start with the first (1st) full calendar month of full-time and part-time employment to the extent that earnings **are** available.

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

7.04 The Bargaining Agent agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7.05 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Bargaining Agent at its mailing address by the fifteenth (15th) day following the end of each calendar month unless circumstances beyond his control arise. The Employer agrees to **remit** this list monthly to the local union.

7.06 The Employer agrees to provide the local branch on a quarterly basis, with all names, classifications, work locations and hiring dates of all new unionizable employees **hired** over the course of said period.

ARTICLE 8

ARTICLE 8

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees **as** representatives or as alternate representatives. No employee who is subject **to** the National Defence Act "Code of Service Discipline" will be appointed to or hold any of the Union's offices.

8.02 The local union shall determine the jurisdiction of each **representative**, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure; and will notify the Employer **as** such.

8.03 The Bargaining Agent **shall** notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

8.04 Subject to operational requirements the Employer shall grant leave without pay to two (2) employees for the purpose of attending all stages of negotiation meetings.

ARTICLE 9

ARTICLE 9

9.01 A representative or alternate representative shall obtain the permission of the authorized supervisor before leaving his work to investigate with fellow employees complaints within his jurisdiction **as** agreed upon under Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative or his substitute shall report back to his authorized supervisor before resuming his normal duties.

9.02 A union representative will not be paid for the time he spends investigating complaints outside his regular working hours.

9.03 The Employer agrees that accredited officials of the Bargaining Agent may be granted access to the Employer's premises upon request and following the consent of the Base Commander of ASU Saint-Jean/Montreal or his delegate.

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

9.05 Following the consent of the Employer, meetings of an urgent **nature** could be held during the hours of work on the Employer's premises.

ARTICLE 10

HEALTH & SAFETY

10.01 The provisions at the Canada Labour Code **Part II** apply herewith and the parties agree to observe them.

10.02 The Employee agrees to maintain reasonable provisions for the safety and health of its employees.

10.03 The Employer **commits** himself, in as much **as** possible, and in accordance with operating restrictions, to accomodate a pregnant employee who obtains a medical certificate attesting that there is imminent hazards in the workplace, either to herself or to the foetus. If such accomodation is not possible, the Employer will grant the pregnant employee unpaid leave for the duration stipulated in the medical certificate.

ARTICLE 11**HOURS OF WORK**

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week. For accounting purposes and as an added information, 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.

11.02 If an employee reports for work on his regular shift and there is no work available, he shall be paid a minimum of three (3) hours' pay at his regular rate.

11.03 The regular work schedule, showing the hours of work for the following week for each employee covered by the collective agreement must be printed and posted on the appropriate bulletin board on Thursday of each week. No changes in schedule for the following week will be made except where circumstances beyond the control of the Employer so require. If a revised schedule is not posted Thursday, the schedule for the previous week will apply.

11.04 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

11.05 a. Employees who work in continuous operations of seven (7) days a week will have at least two (2) weekends off per month, ie, a Friday and a Saturday or a Saturday and a Sunday.

b. Full time employees who work in continuous operation of six (6) days a week will have at least two (2) weekends off per month, ie, a Friday and a Saturday or a Saturday and a Sunday.

11.06 Upon the written request of an employee and with approval of the Employer, clause 11.05 may be rendered void for the employee for a specific period of time.

11.07 The Employer will advise and consult the local representative(s) of any change which the Employer proposes to institute, when such change will affect the majority of the employees of the outlet. In all cases following such changes, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the representative(s) and tries to reduce the impact new scheduling may have on an employee.

11.08 New schedules resulting from the application of Article 11.07 will be posted fifteen (15) calendar days before their application. If the Employer does not post the schedule fifteen (15) days in advance, the schedule for the previous week will apply.

11.09 Where the Employer deems necessary because of the nature of the work, wash-up time of up to ten (10) minutes will be granted immediately before the end of the working day.

11.10 Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work

11.11 Rest Periods

- a. Each employee shall be granted a rest period of fifteen (15) minutes during each half shift of not less than 3 hours. 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.
- b. Where shift duties or services are usually performed or provided by one person only, provisions regarding rest periods continue to apply as per past practice unless they are amended by mutual agreement. Employees who are unable to take a rest period will be compensated in cash at his regular rate of pay in addition to the remuneration he would have received in accordance with sub-paragraph a.
- c. An employee required to work a shift of four (4) hours or more shall be granted an unpaid meal break of not less than thirty (30) minutes but not more than sixty (60) minutes.
- d. Employees required to work shifts of more than five (5) consecutive hours shall be granted rest periods of fifteen (15) minutes after each two (2) hours of work performed.

11.12 An employee called back to work shall receive a minimum of four (4) hours pay at his regular rate.

11.13 a. Notwithstanding the provisions of this Article, upon the request of a full-time employee and with the approval of the Employer, a full-time employee may complete his weekly hours of employment in a period other than that specified in article 11.01, provided that over a period of twenty eight (28) calendar days the full-time employee works an average of forty (40) hours per week.

- b. Upon request of a part-time employee and the approval of the Employer, an employee can undertake shifts of more than eight (8) hours per day at the regular rate of pay, provided that all part-time employees of the said outlet are in accordance with this practice. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every period of twenty eight (28) calendar days the employee

shall be granted days of rest on such days as are not scheduled as a normal work day for him.

- c. Notwithstanding any provisions to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement. The status of the employee, as defined at article 3 of the collective agreement, is not affected by the application of this article.

11.14 The Employer will endeavor to offer available additional hours to those employees of the Bargaining Unit who ask for these additional hours, provided that the said hours are not paid out as overtime, that they do not change the employees status, or that they do not conflict with the existing working schedule. The above-mentioned hours refer to hours that are not usually included in the posted working schedule. The Employer will, as much as possible, respect the principle of seniority when allocating additional hours.

ARTICLE 12

OVERTIME

12.01 When ~~an~~ an employee is required to work in excess of eight (8) hours a day or forty (40) hours a week, he shall be paid for the overtime at a rate of pay one and one-half (1½) times his regular rate of pay.

12.02 Overtime shall be compensated in money, unless, upon the request of the employee and with the approval of the Employer, the employee takes compensatory leave. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular ~~rate~~ rate of pay in effect at the time overtime was performed. Compensatory leave not used by the end of the fiscal year shall be paid for in money.

12.03 The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

12.04 The Employer shall allocate overtime hours on an equitable basis among the qualified employees of the outlet concerned. Overtime hours shall be offered first on a voluntary basis to the employees who have the most seniority and ~~are~~ are available and qualified to perform the work. In no case shall the procedure described above necessitate the call-back to work of an employee.

12.05 When an employee is required to report for work and reports on a day of rest, he shall be paid the greater of the following:

- a. remuneration calculated at the applicable overtime rate; or
- b. remuneration equivalent to three (3) hours' pay at the hourly rate of pay for the applicable overtime hours.

12.06 Except in emergencies, call-back to work or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours notice of any requirement for overtime work.

12.07 Notwithstanding the provisions of Article 12.01, an employee who works seven (7) consecutive days will receive for the seventh day, compensation for time worked as follows:

- a. one and one-half (1½) times his regular rate of pay for the first seven and one-half (7½) hours;
- b. double time (2) for all hours worked in excess of seven and one-half (7½) hours.

12.08 When an employee is required to work in excess of the hours of work shown in article 11.01 he shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times his regular rate of pay for each period of fifteen (15) minutes, except as provided in subparagraph a, b and c below:

- a. double time (2) for overtime worked by the employee in excess of eight (8) hours of overtime in a normal work day;
- b. double time (2) for overtime worked by the employee in excess of eight (8) hours of overtime on a day of rest;
- c. double time (2) for overtime worked by the employee on the second day of rest.

12.09 Meal allowance

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

- a. Immediately before the employee's scheduled hours of work, or
- b. Immediately following the employee's scheduled hours of work,

and who has not been notified of this requirement prior to the completion of his previous shift, shall be reimbursed for one (1) meal in the amount of seven dollars (\$7.00) except where free meals are provided. Reasonable time, to be determined by the Employer shall be allowed to the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

12.10 Premium

- a. An employee who works on Christmas Eve (**24** December) and on New Year's Eve (31 December) will be paid one and one-half (1%) times his regular rate of pay for the hours worked between 1800 and 2400 hours.
- b. **An** employee who is required to work seven (7) consecutive days will be paid one and one-half (1%) times his regular rate of pay for the first seven and one-half (7%) hours on the seventh (7th) day and double time for all hours in excess of seven and one-half (7%) hours.

ARTICLE 13

SENIORITY

13.01 Definition

- a. Employees' seniority shall be defined as the total length of time working within the Bargaining Unit covered by this Article.
- b. Probationary employees, as determined in paragraph 3.01b), shall not be entitled to the rights related to seniority. Seniority shall be calculated from the first day of the probationary period, that is, the first day of continuous employment.
- c. The Bargaining Unit shall consist of the following sectors of operations, hereinafter referred to as "outlets":

Bar Kolok, ASU Montreal

Junior Rank's Mess, ASU Montreal

CANEX ExpressMart, Saint-Hubert Garrison

Gymnasium (Hangar 1), Saint-Hubert Garrison

Cercle de Farnham

Fitness, Sports and Recreation Centers, Montreal Region

CANEX Retail Store, ASU Saint-Jean

CANEX Vending machines, Montreal Region

CANEX Retail Store, ASU Montreal

Le Bistro, Saint-Jean Garrison

Le Club Alouette, ASU Saint-Jean

Warrant Officer's and Sergeant's Mess, ASU Saint-Jean

Officers' Mess, ASU Saint-Jean

Curling Club, ASU Montreal

- d. Where ~~an~~ outlet must closed because it has been contracted out in form of concession for a period exceeding six (6) months, employees having seniority rights may displace junior employees in the Bargaining Unit filling a job of the same title or a job having identical ~~tasks~~, provided they have the necessary experience, ability, skill and fitness to do the job required. An employee may choose not to exercise his bumping rights.

13.02 The employee ~~will~~ lose his length of service rights under this agreement and his employment ~~will be terminated if~~

- a. he voluntarily leaves his employment;
- b. he is discharged for cause;
- c. he has been laid-off for a period of nine (9) consecutive months;
- d. he has been laid-off and when is recalled to work, fails to return to work or to give valid reasons in writing for his inability to do so within five (5) working days of the date on which the Employer requests his return to work in writing by registered **mail**. To be eligible for future recall from lay-off, the employee shall provide the Employer with his current mailing address **and** telephone number.

- 13.03 a. In the event of a change of status of a full-time employee who becomes a part-time employee, in accordance with clause 13.04, call-back to work shall be by outlet; and
- b. Notwithstanding any other provision in this article, lay-offs and call-backs shall be by outlet.

13.04 **When** a full-time employee is laid off because of lack of work, and a part-time position becomes vacant in the outlet, the employee will be given preference if he applies for the position on condition that he possesses the skills and qualifications needed to perform the work. If he accepts part-time employment, he will receive the hourly rate of pay established by the classification of the position concerned. A full-time employee who agrees to work part-time shall be kept on the call-back list and shall be eligible for full-time employment in accordance with the provisions of this article provided he **has** the necessary experience, skill, ability and fitness to do the job required.

13.05 If a position becomes vacant within the Bargaining Unit following the departure of an employee, or if a new position is created, a competition notice will be posted for a period of five (5) working days. All employees in the Bargaining Unit and employees whose names appear on call-back lists may apply for the position during this period, in writing, to the officer responsible for the competition. Where there is more than one (1) employee in the Bargaining Unit with **equal** qualifications to fill the vacancy, the position will be first offered to employees currently working for the Employer **and** then to employees on the call-back list. If the Employer determines that there is no qualified person in the Bargaining Unit, he may **hire** from outside the Bargaining Unit.

13.06 Only those employees who have submitted an application for a competition and were not selected may submit a grievance concerning the competition. The grievance must be filed within ten (10) calendar days following receipt of a letter providing notification of competition results.

13.07 Employees appointed to a vacant position will be required to complete **an** assessment period. The period shall not exceed three (3) months in the case of supervisory personnel or two (2) months in the case of non-supervisory personnel. If the Employer determines in the course of the assessment period that the employee has not performed the duties of the position in a satisfactory manner, he may remove the employee from the position and re-appoint him to the position he previously held or to an equivalent position available at that time.

13.08 Length of service shall not be deemed interrupted when an employee is absent from work because of maternity leave or lay-off. However, the period of time during which an employee is on leave without pay shall be deducted from his length of service unless the

employee is on authorized leave without pay for a continuous period not exceeding thirty (30) working days.

13.09 Within sixty (60) days after the signing of this collective agreement, a separate list for full-time and part-time employees will be posted in all outlets for a period of fifteen (15) working days and once every six (6) months thereafter. These lists will be available upon request and a copy will be sent to the Bargaining Agent.

13.10 For the purposes of this Article, the Employer shall decide whether an employee possesses the required **skills** and qualifications. Such decisions ~~will~~ be made in accordance with the recommendations of a selection board. Selection Boards shall be presided over by the Human Resources Manager and are made up of at least two members (the immediate Supervisor of the position to be filled or the Manager and the Human Resources Manager).

- 13.11
- a. A full-time employee who has been granted part-time employee status, in accordance with clause 13.04, shall retain full-time employee seniority for a period of nine (9) months. At the end of this period, the full time employee will be given the choice of accepting severance pay and termination of employment or conversion to part-time status with the maintenance of all seniority accrued as a full-time and part-time employee.
 - b. Part-time employees selected by the Employer for 111-time positions will not be given credit for their seniority accumulated as part-time employees, except for leave credits specified in clause 15.16.
 - c. Notwithstanding the provisions of clauses 13.03 and 13.04, a part-time employee who fills a full-time position to replace an employee who is absent because of illness or on vacation or any other type of leave for a period of six (6) or more consecutive months shall become a full-time employee. Under such circumstances, the employee's seniority as a 111-time employee shall be calculated from the **first** day of work in this position.
 - d. If a position is reclassified to a **higher** level, the incumbent of the position shall be reclassified to the new level as of the date of reclassification provided he has performed the duties of the position in a satisfactory manner for a period of three (3) months in case of a supervisory employee and two (2) months in case of a non-supervisory employee.

ARTICLE 14**DESIGNATED HOLIDAY**

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

- a. New Year's Day.
- b. Good Friday.
- c. Easter Monday.
- d. Sovereign's Birthday (Victoria Day).
- e. Saint-Jean Baptiste.
- f. Canada Day.
- g. Labour Day.
- h. Thanksgiving Day.
- i. Remembrance Day.
- j. Christmas Day.
- k. Boxing Day.

In addition to the above, should the Federal government proclaim a new designated holiday, the employees shall be entitled to such a holiday.

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

14.03 When an employee is entitled to a designated holiday on which he is required to work, the following applies:

- a. The employee shall be paid, in addition to his regular rate of pay for that day, at a rate equal to one and one-half (1½) times his regular rate of pay for the time worked by him on that day.

- b. ~~Or~~, the employee shall be paid at one and one-half (1%) times his rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time convenient to the Employer.

14.04 When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to a day off with pay at some other time convenient to him and the Employer.

14.05 A full time employee shall be paid for holidays mentioned in 14.01 unless he is absent on his scheduled day prior to and following the holiday subject to the following:

- a. employees who are sick on either days mentioned above shall be entitled to the paid holiday provided the employee provides proof of the illness or injury, if requested by the employer during the period of illness or injury; and
- b. employees on leave with pay or leave of absence without pay for union business not in excess of two (2) weeks on either of the days mentioned above shall be paid for the holiday.

14.06 A part-time employee who does not work on designated holidays will receive four per cent (4%) of the pay received for the hours worked.

If a part-time employee works on that day he will be paid at the rate of one and one-half (1%) times his rate of pay for the first eight (8) hours and two (2) times his hourly rate for all additional hours worked by him on that day.

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

14.08 When a full-time employee works on a designated holiday following a day of rest on which he also worked and received overtime in accordance with Article 14.03, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

ARTICLE 15**VACATION LEAVE**

15.01 An employee is entitled to and shall be granted a paid vacation at the normal rate of wages to the extent of his earned credits provided he has completed ~~six~~ (6) months continuous service. The vacation entitlement shall be as follows:

<u>Continuous Full-time employment</u>	<u>Entitlement</u>
On completion of 1 year's continuous full-time employment	10 working days
On completion of 3 years' continuous full-time employment	15 working days
On completion of 8 years' continuous full-time employment	20 working days
On completion of 19 years' continuous full-time employment	25 working days
On completion of 30 years' continuous full-time employment	30 working days

15.02 Calculations shall be based on the anniversary date of employment of the employee.

15.03 An employee shall give the Employer at least ten (10) working days notice in Writing regarding the actual dates on which he desires to take his vacation if the period of vacation request is in excess of five (5) consecutive days.

15.04 Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation at a time acceptable to him based on length of service.

15.05 The vacation schedule shall be posted every three (3) months starting 1 March. For any vacation period of one (1) week or more, the employee must submit his request fifteen (15) days before the schedule is posted. Vacation leave shall be granted on the basis of seniority. The employee submits two (2) choices in order of preference. If the Employer is unable to grant one of these choices because of conflicting dates, the employee will be informed before the schedule is posted and will then be able to request another period of vacation. However, an employee may not use seniority to displace the vacation of a junior employee whose vacation request has already been approved in the manner prescribed in the present article.

15.06 Vacation leave shall not be cumulative from year to year under normal circumstances. It is understood that on occasion, employees might not be able to take their vacation during the vacation period because of illness, job requirements or other circumstances. In such cases, with the Employer's approval, vacations may be carried over to the next vacation period of the following financial year. The employee who wishes to carry-over his vacation must submit an application in writing.

15.07 Upon request, the employee will be advised of annual leave credits remaining within three (3) days of his request.

15.08 Subject to operational requirements, the Employer may schedule the Saturday and Sunday prior to the commencement of an employee's vacation period as the employee's Saturday and Sunday off in that four (4) week operating period.

15.09 Where, in respect of any period of vacation leave with pay, an employee is granted bereavement leave as defined in article 16 or sick leave on production of a medical Certificate, the period of vacation leave with pay so displaced shall be reinstated for use at a later date.

15.10 For the vacation period, part-time employees shall receive four percent (~~4%~~) of their gross annual earnings after 1 year of service, six percent (6%) of their gross annual earnings after three (3) years of service, eight percent (8%) of their gross annual earnings after eight (8) years of service, ten percent (10%) of their gross annual earnings after nineteen (19) years of service and twelve percent (12%) of their gross annual earnings after thirty (30) years. Upon written request thirty (30) days prior to the vacation and where operational requirements in the outlet dictates, a part-time employee may be granted, rather than the above-mentioned indemnities, paid vacation leave based on hours he would have worked during his annual vacation period.

15.11 The leave entitlement of an employee who has accumulated five (5) years of continuous part-time service and whose status changes from part-time to full-time will be calculated on the basis of the total years of service accumulated as a part-time and a full-time employee. A full-time employee who has accumulated less than five (5) years of continuous part-time service may add one-half (½) of the period of his part-time service to the period of his full-time service for leave calculation purposes.

15.12 Vacation is only earned when an employee is drawing a wage except that authorized periods of leave without pay that do not exceed three (3) weeks may be counted as time earning vacation.

15.13 When any holiday as defined in clause 14.01 falls within the employee's paid vacation period the employee will be permitted to take one (1) extra day of vacation with pay at the end of his vacation.

15.14 On termination of employment or death, the employee or his estate is entitled to any vacation pay owed to him in respect of any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination of his current wage.

ARTICLE 16

LEAVE GENERAL

16.01 Sick Leave Plan

- a. All full-time employees who have completed their probation period are included in this plan.
- b. Sick leave benefits provide the employee with salary protection as follows:

3 months but less than 2 years	17 weeks at 66-2/3% of salary
2 years but less than 5 years	First 4 weeks at 100% salary and remaining 13 weeks at 75 %
5 years but less than 7 years	First 9 weeks at 100% salary and remaining 8 weeks at 75 %
7 years but less than 10 years	First 13 weeks at 100% salary and remaining 4 weeks at 75 %
10 years and over	17 weeks at 100% salary
- c. The following conditions govern the entitlement to sick leave:
 - (1) The employee must **notify** his immediate Supervisor of his absence on the first day of absence or as soon as possible and indicate the reason for the absence and the expected date of return;
 - (2) A medical certificate signed by a doctor must be provided for each absence in excess of five (5) working days. The Employer reserves the right to require a medical certificate for any period of illness that occurs

provided that the employee is advised of the requirement beforehand. Prolonged illness may require additional certificates from a doctor;

- (3) Maternity leave and related disabilities are excluded from the sick leave plan, except in the event of medical complications, on presentation of a medical certificate attesting to the complication and the incapacity of the employee to perform other duties. If the employee is able to perform other duties, she will **maintain** her rate of pay and no other employees will be displaced as a result.
- d. For the purposes of sick leave benefits calculations, the employee's full benefits are reinstated after a return to work for **thirty** (30) calendar days or for five (5) continuous working days if the disability is for a new cause. If 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.

16.02 Maternity, paternity and adoption leave

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

- a. When an employee provides her Employer with a certificate of a qualified medical practitioner confirming **that** she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-six (**26**) weeks, which leave may commence not earlier **than** eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks following the actual day of delivery.
- b. subject to paragraph B, an employee who **has** or will have the actual care and custody of a newborn child is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks commencing **as** the employee elects:
 - (1) In the case of a female employee:
 - (a) on the expiration of any leave of absence granted for maternity purposes, or
 - (b) on the day the child is born or comes into her actual care and custody.
 - (2) In the case of a male employee:

- (a) on the expiration of any leave of absence granted to the mother for maternity leave; or
 - (b) on the day the child is born or comes into his actual care and custody.
- B) The aggregate amount of leave of absence without pay that may be taken by two employees for child care responsibilities will not exceed thirty-five (35) weeks.
- C) An employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken.
- D) An employee returning from child care responsibilities shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the wages and benefits of the group to which the employee belongs are changed as a result of a reorganization, 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 she been working when the reorganization or renewal of the collective agreement took place. An employee on leave will be notified in writing if such a change took place.
- E) Leave granted under this article shall be counted as "service" for purposes of benefits in the agreement. This shall not apply where an employee does not return to work on completion of the leave.
- F) The employee shall, along with the request for maternity leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. For these employees taking leave under paragraph 16.02 A a) above the Employer shall continue to pay its share of contributions, for those employees who wish to continue benefits. For those employees taking leave under paragraph 16.02 B above arrangements will be made for the employee to make the necessary contributions.
- G) An employee who takes maternity leave shall receive a benefit equivalent to two (2) weeks of unemployment insurance if the following conditions are fulfilled:
 - a) an employee who has completed six (6) months of continuous service and who provides the Employer with proof that she has submitted an application for benefits under the unemployment insurance plan under the provisions of section 30 of the Unemployment Insurance Act (1971) and who is declared eligible for such benefits, shall receive benefits related to maternity leave under the Supplementary Unemployment

Insurance benefits plan;

- b) an employee who received benefits for maternity leave must return to work for a period of at least ten (10) working days from the termination date of her maternity leave, unless the Employer **has** agreed to extend the leave, or unless the employee is entitled to leave under the present agreement; and
- c) if the employee does not return **to** work in accordance with the present section, she will have to reimburse the Employer the full allowance received for maternity leave.

16.03 Bereavement Leave

- a. An employee will be given pay for four (4) days immediately following the death of a member of his immediate family and for one (1) day in the case of a distant relative. In addition he may be granted up to two (2) days leave with pay for the purpose of travel related to death.
- b. For the purposes of this Agreement, immediate family will comprise anyone of the following: brother or sister, mother or father, father-in-law or mother-in-law, husband or wife, son or daughter and grandparents, a person living with the employee or with whom the employee lives permanently; and distant relatives will be any of the following: grandson or granddaughter, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- c. Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work he will have missed.

16.04 Court Leave With Pay

The employee required by subpoena to attend as a witness in any proceeding held

- a. in or under the authority of a court of justice or before a grand jury;
- b. before a court, judge, justice, magistrate or coroner;
- c. before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his position;

- d. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it;

If a full-time employee is required by subpoena to attend as a witness in any proceeding held before an arbitrator or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

The Employer agrees to make up the difference, if any between the amount paid him for witness fees and the amount he would have earned had he worked on the day he was required to appear as a witness. The employee must notify his manager promptly when he is called.

16.05 Jury Duty

In the event an employee is called for jury duty, the Employer agrees to make up the difference, if any, between jury duty pay and the employees weekly pay. The employee must notify his manager promptly when he is called.

16.06 An employee may be granted a leave of absence without pay, which is not taken into account in calculating seniority, upon permission from management being obtained in writing. Such leave of absence will not be unreasonably withheld. Under no circumstance shall any leave of absence continue in excess of six (6) months. Insurance premiums are to be paid in full by the employee. At the expiration of leave of absence, the employee shall be restored to his former position or to a similar position. If his position has been abolished, or if a similar position is not available, the employee name will be put on a recall list for a twelve-month (12) period.

16.07 An employee is not entitled to leave with pay during periods he is on leave of absence without pay or under suspension.

16.08 An employee shall not be paid for more than one (1) type of leave with pay during any one period.

16.09 Other leaves with pay may be granted up to five (5) working days during the fiscal year by the Employer in cases of emergencies over which the employee has no control.

16.10 Family related leave

- a. For the purpose of this clause, the term family means spouse (including common-law spouse residing with the employee), dependant children (including spouse's children), father, mother (including father and mother by remarriage and adoptive parents) or any other parent living with the employee or with whom the employee lives permanently;

- b. the employer shall grant family related leave with pay under the following circumstances:
- (1) up to one-half (½) day for a medical or dental appointment when the dependant family member is incapable of attending the appointment by himself or herself, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependant family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (2) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee's immediate family;
 - (3) one day (1) leave 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;
 - (4) one (1) day leave with pay for the needs directly related to the adoption of the employee's child. This leave may be divided into two (2) separate periods and granted on separate days.
- c. the ~~total~~ leave with pay which may be granted under paragraph b is included in leave with pay provided for in clause 16.09.

ARTICLE 17

GRIEVANCE PROCEDURES

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

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

17.03 The Employer shall designate a senior representative for the first and second levels and shall inform each employee to whom the procedure applies of the name and title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices **are** most likely to come to the attention of the employees to whom the grievance procedure applies. The third level shall be the Minister of National Defence or his delegate.

17.04 Subject to and as provided in Section **92** of the Public Service **Staff** Relations Act, an employee who feels that he **has** been treated unjustly or considers himself aggrieved by any action or lack of action by the Employer in **matters** other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause **17.09** except that:

- a. where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed; and
- b. where the grievance relates to the interpretation or application of this Collective Agreement or **an** Arbitral Award, he is not entitled to present the grievance unless he has the approval of and is represented by the Bargaining Agent.

17.05 An employee is not entitled to present a grievance relating to any action taken, direction or regulation given or made on behalf of the Government of Canada, respecting matters involving the safety or security of Canada.

17.06 An employee, when submitting a grievance at any level, shall use the NPF Grievance Presentation Form. However, a grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the NPF form or by reason of any technical irregularity. The form is obtainable from the base NPF Personnel Services Officer.

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a representative in the grievance procedure at any level and at either, or both, the informal discussion (**oral** complaint) stage, or when the formal written grievance is being considered.

17.08 At the request of an employee who has presented a grievance, a representative shall have the right to consult with the person designated to reply on management's behalf at any level in the grievance procedure. At levels other than the final level the request for consultation may be made orally.

17.09 An employee wishing to present a grievance shall do so:

- a. at the first level of the grievance procedure where the grievance does not relate to disciplinary action resulting in the discharge of the employee; and,
- b. at the final level of the grievance procedure where the grievance relates to disciplinary action resulting in the discharge of the employee.

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

17.10 A grievance shall be presented by an employee:

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

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

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

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

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

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

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

17.16 An employee may abandon a grievance at any state in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.

17.17 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Base Commander or his delegate, it was not possible for the employee to comply with the prescribed time limits.

17.18 Where an employee ~~has~~ presented a grievance up to and including the final level with respect to disciplinary action resulting in discharge, suspension or a financial penalty, and the grievance has not been dealt with to the employee's satisfaction, he may refer the grievance to adjudication in accordance with the provisions of the Public Service Staff Relations Act and Regulations.

17.19 When a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in prescribed manner:

- a. its approval of the reference of the grievance to adjudication; and
- b. its willingness to represent the employee in the adjudication proceedings.

ARTICLE 18

DISMISSAL AND SUSPENSION

18.01 Failing to Report to Work

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for his absence will be presumed to have abandoned his position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

18.02 Suspension and Dismissal

Notice of suspension and dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal. Suspension and dismissal shall only be for just cause.

18.03 Dismissal and Suspension Grievance

All suspensions, dismissals and terminations of employment will be subject to formal grievance procedure under this Agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the Union of National Defence Employees within five (5) days of the action being taken.

18.04 All employees must be provided with written notice of discipline and discharge which must state:

- a. the reasons for the discipline or discharge;
- b. the effective date of the discipline or discharge.

18.05 When the Employer wants to meet the employee for a disciplinary action interview, or during an investigation which could lead to disciplinary action, the employee **has** the right to be accompanied by a labour representative and the Employer shall advise the employee of this **right**. Such a meeting must take place during the employee's working hours.

18.06 Any record of disciplinary action placed in **an** employee's file, will be removed after fifteen (15) months from the date it was issued and **as** such cannot be referred to in any subsequent disciplinary actions.

ARTICLE 19

PAY

19.01 An employee shall be paid for services rendered at the rate of pay specified in Annex "A" for his job title in accordance with the time limits outlined in the Annex "A".

19.02 If an employee is hired at a rate higher than the minimum, he **will** progress to the next step in accordance with the **time** limits outlined in Annex A as though he had the required service with the Employer.

- 19.03
- a. When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification **within** the Bargaining Unit for two (2) consecutive working days or more, he shall be paid as if he has been appointed to that higher classification level for that period.
 - b. When an employee is required in writing by the Employer to temporarily perform the duties of a higher classification **outside** the Bargaining Unit for two (2) consecutive working days or more, he shall be paid a **twenty** percent (20%) increment in addition to his normal hourly rate of pay.

19.04 A regular employee temporarily assigned by the Employer to a position with a ~~rate~~ of pay lower than his regular ~~rate~~ of pay shall ~~maintain~~ his regular ~~rate~~ of pay.

19.05 An employee shall not have his salary reduced by reason of a change in the classification of his position that is caused other than by the employee himself

- 19.06
- a. *All* employees shall be paid the federal or provincial ~~minimum~~ hourly rate of pay, whichever is higher during the time they work for the Employer.
 - b. Except in circumstances beyond the control of the Employer, employees shall be paid every second (2nd) Thursday.

19.07 The creation of a new position. When a new position is created within the Bargaining Unit and the duties and wage scale differ from existing positions, the Employer promptly notifies the Bargaining Agent of this. The position will be evaluated according to the NPF Job Evaluation Program through its Job Rating Committee. The position's wage scale is in accordance to the wage level presented in Annex A. Should the job undergo significant changes, it must be reevaluated by the Job Rating Committee.

19.08 The Employer agrees to continue the present practice and give employees a detailed description of the deductions made every pay period.

ARTICLE 20

CONSULTATION

20.01 The Employer and the Bargaining Agent recognize that consultation and communication on ~~matters~~ of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer - Bargaining Agent relations. For this purpose, a Labour-Management Relations Committee (LMRC) of the NPF and a Health and Safety Committee shall be appointed. It is understood that these consultations do not constitute negotiations for the purpose of amending terms and conditions of the Collective Agreement.

20.02 It is agreed that the following ~~matters~~ will be the subject of consultation at a national level:

- a. Group Life ~~Insurance~~
- b. Optional Life Insurance
- c. Group Health Insurance

d. Long Term Disability Insurance

e. Group Pension

E Dental Insurance

20.03 The Employer agrees that the benefits mentioned in clause 20.02 above will not be reduced as a result of the signing of this Agreement.

20.04 All subjects of common interest may be examined during **consultation** held during Labour-Management meetings at the level of Non-Public Funds at the base of Montreal.

20.05 Time spent by the Bargaining Unit employee representatives in attending the committee meetings will be considered to be time worked.

ARTICLE 21**PART-TIME EMPLOYEES**

21.01 Unless otherwise stated in this Agreement, part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their weekly hours of work compared with the normal weekly hours of work of full-time employees.

ARTICLE 22**BULLETIN BOARDS**

22.01 The Employer agrees to provide bulletin boards in the employees' rest areas for the use of the Bargaining Agent to post notices of interest to its members.

22.02 The posting of notices regarding Bargaining Agent meetings, names of representatives, social and recreational events will not require the approval of the Employer. All other notices must receive prior approval by the Commander or his delegate.

ARTICLE 23**REST AREAS**

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

ARTICLE 24**STATEMENT OF DUTIES AND INFORMATION**

24.01 An employee will be provided a detailed and complete statement of the duties and responsibilities of his position within ten (10) days of his written request. The position's classification level and point rating will be provided once the classification process has been completed.

24.02 The Employer agrees to remit on a monthly basis to local 582 the names, classification, place of work and date of hire of all new employees hired during the month.

24.03 The Employer and the union agree to print the Collective Agreement on an alternate basis. The Employer undertakes to print this Agreement. The Employer agrees to provide each employee and all new employees with a copy of the Collective Agreement in the language of their choice. He will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 25

UNIFORMS

25.01 Uniforms:

- a. Uniforms which the Employer requires shall be furnished to the employee by the Employer without charge.
- b. If the Employer requires an employee to wear a uniform and requires that Uniform to be *dry* cleaned, the Employer will pay the cost of *dry* cleaning and will determine reasonable frequency and the place where the *dry* cleaning will be done.

25.02 An allowance of forty nine dollars (\$49.00) shall be provided to those employees who are required to wear safety footwear under the provision of the NPF Health and Safety Board. This allowance shall be payable once per year on presentation of proof of purchase. In the case where the employee has not use his annual allowance of \$49.00, the allowance can be carried over only to the following year (\$98.00).

ARTICLE 26

SHORTAGE ICY

26.01 Employees assigned responsibility for, and who have sole control and access to Non-Public Fund property, stock or cash will be required to reimburse the Employer for any shortages that occurred during the period that the employee had such responsibility, control and access. Employees who have been assigned responsibility and control of non-public funds property, stock or cash shall not avoid the obligation to reimburse the Employer for shortages solely because they permitted some other person access to the NPF property, stock or cash.

26.02 Any recovery of shortages that occur in situations where two (2) or more employees are assigned responsibility for, and have access to non-public funds property, stock or cash, will be limited to such amounts as can be found to have been caused by a particular employee. Only the employee found responsible will be required to reimburse the Employer for the shortage.

26.03 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.

26.04 A grievance arising out of the application of this article may be referred to adjudication if necessary. The union and the Employer agree not to object to an adjudicator dealing with the merits of the case on **grounds** of an alleged lack of jurisdiction.

26.05 The Employer will provide secure facilities for the storage of cash.

ARTICLE 27

SEVERANCE

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

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

27.02 A) Severance pay entitlements for employees appointed to full-time status as of 1 July 1992 shall be as follows:

a.	<u>Length of Employment</u>	<u>Severance Pay</u>
(a)	0 - 12 months	2 weeks' pay
(b)	13 - 36 months	1 month's pay
(c)	37 - 60 months	2 months' pay
(d)	over 60 months	3 months' pay

or

- b. Two (2) weeks for the first year of service and one (1) week for each additional year of continuous full-time service, up to a maximum of twenty-eight (28) weeks, whichever the greater.

B) The severance pay entitlement for full-time or part-time employees after 1 July 1992 shall be at the rate of two (2) weeks average pay for the first year of service and one (1) week for each additional year of continuous full-time service, up to a **maximum** of twenty-eight (28) weeks.

27.03 Continuous service means the duration of uninterrupted NPF/CANEX employment within the Bargaining Unit.

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

27.05 Notice or pay entitlement in lieu of notice:

- a. probationary employee 2 weeks
- b. full-time employee 1 month

ARTICLE 28

GENERAL

28.01 Gender

When the male terms he, his or him are used throughout this Agreement, the female terms she, hers or her shall equally apply.

28.02 Official Texts

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

ARTICLE 29

DURATION

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

29.02 This Agreement shall expire on 31 August, 2002.

WAGE LEVEL	JOB TITLE APPLICATION DATE		HOURLY RATE			
			Start	6 months	18 months	24 month
1	RECREATION ASSISTANT	March 1 st , 2000	7.00	7.10	7.15	7.25
		March 1 st , 2001	7.11	7.21	7.26	7.36
		March 1 st , 2002	7.11	7.21	7.37	7.47
2	NO UNIONIZED POSITION AT THIS LEVEL	March 1 st , 2000	7.10	7.20	7.30	7.42
		March 1 st , 2001	7.21	7.31	7.41	7.53
		March 1 st , 2002	7.21	7.31	7.52	7.64
3	VENDING MACHINES ATTENDANT	March 1 st , 2000	7.50	7.60	7.70	7.85
	BAR CLERK	March 1 st , 2001	7.61	7.71	7.82	7.97
	CANEX CASHIER	March 1 st , 2002	7.61	7.71	7.93	8.08
	ARENA ASSISTANT ATTENDANT					
4	BAR SUPERVISOR	March 1 st , 2000	8.30	8.50	8.70	8.90
	GYMNASIUM ATTENDANT	March 1 st , 2001	8.42	8.63	8.83	9.03
	SPORTS STOREMAN/SPORTS STORE PERSON	March 1 st , 2002	8.42	8.63	8.96	9.17
5	VENDING SUPERVISOR	March 1 st , 2000	9.45	9.65	10.10	10.20
	CENTRAL WAREHOUSE SUPERVISOR	March 1 st , 2001	9.59	9.79	10.25	10.35
	ARENA ATTENDANT / ZAMBONI OPERATOR	March 1 st , 2002	9.59	9.79	10.41	10.51
	CURLING CLUB SUPERVISOR					
	OUTDOOR FACILITIES MAINTAINER					
	GYMNASIUM ATTENDANT SUPERVISOR					
6	COMBINATION STORE SUPERVISOR	March 1 st , 2000	11.90	12.00	12.30	12.40
	STORE SUPERVISOR/ RECEPTION SJG	March 1 st , 2001	12.08	12.18	12.48	12.59
	ARENA SUPERVISOR	March 1 st , 2002	12.08	12.18	12.67	12.77
	AQUATIC CHIEF INSTRUCTOR SJG Pool					
	ST-HUBERT GYMNASIUM SUPERVISOR					
	EVALUATOR/ ASSISTANT FITNESS INSTRUCTOR					
	ICE TECHNICIAN CURLING					
7	INSTRUCTOR/ FITNESS INSTRUCTOR	March 1 st , 2000	12.50	13.00	13.50	13.8
		March 1 st , 2001	12.69	13.20	13.70	14.0

		March 1 st , 2002	12.69	13.20	13.91	14.22
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Signed at Montreal this _____ day of the month of _____ 2000.

5 Area Support Group

Public Service Alliance of Canada

P. Cadotte
Colonel
Commander 5 ASG

Nycole Turmel
PSAC Executive Vice President

J.P. Toupin
PSP Manager

Guyline Bourbeau
Union Advisor
Montreal Regional Office
PSAC

R. Parent
CANEX Regional Manager

Sylvain Viau
Member of the Negotiating Committee

R. Paradis
Negotiator
HR Regional Manager

Sylvain Tremblay
Member of the Negotiating Committee

Maurice Boucher
Member of the Negotiating Committee

Thérèse Johnson
Negotiator
Ottawa National ~~Office~~
PSAC

LETTER OF AGREEMENT

BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

THE PERSONNEL OF THE NON PUBLIC FUNDS ORGANISATION

MONTREAL REGION, QUEBEC

The Employer agrees, within the six (6) following months, to study the allocation of labour, particularly the matter relating to casual employee. Whenever possible, the Employer will attempt to convert casual jobs in scheduled position, taking into account operational requirements.

Public Service Alliance of Canada

PSP Manager, Montreal Region

Date

Date

LETTER OF AGREEMENT
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AND
THE PERSONNEL OF THE NON PUBLIC FUNDS ORGANISATION
MONTREAL REGION, QUEBEC
PRIVATE FUNCTIONS

The part time employees of the cafeteria and Messes or Clubs are allowed to **work** at private functions. The hours worked shall not be included in the average regular hours worked.

This letter is not part of the Agreement and shall not be printed in the Agreement.

Public Service Alliance of Canada

PSP Manager, Montreal Region

Date

Date

LETTER OF AGREEMENT
BETWEEN
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AND
THE PERSONNEL OF THE NON PUBLIC FUNDS ORGANISATION
MONTREAL REGION, QUEBEC

SUBJECT: FORT SAINT-JEAN CAMPUS SITUATION

The management of NPF Montreal Region will do all that it can to deploy all reasonable efforts within its jurisdiction, in order to avoid having to accept subcontracting or concessions with relation to the different services under the control of NPF Montreal Region that the deployment of various units of the Fort Saint-Jean Campus site might bring about and this, for the duration of this Agreement.

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Public Service Alliance of Canada

PSP Manager, Montreal Region

Date

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MONTREAL REGION, QUEBEC

CLOSURE

The goal of this letter is to confirm the agreement reached during collective bargaining between the Employer, Montreal region, and the Public Service Alliance of Canada regarding the closing of the base as a result of a storm or other unforeseen circumstances.

The possible situations are as follows:

- a. Employees at work if the Base authorities decide to close the base because of bad weather conditions, the person responsible for the outlet can dismiss part of the NPF employees if the operation of the outlet is reduced or stopped. In those circumstances, the employee staying at work shall be compensated as follows:
 - (1) for the number of hours that he would normally have worked; or
 - (2) the number of hours worked plus one hour, but not less than three hours and not more than the number of hours scheduled.
- b. Employee not at work employee scheduled to work
 - (1) but is not at the place of work shall, where possible, be informed that the outlet has been closed or the activities reduced and that his presence is not required. In these circumstances, the employee will not be paid; and
 - (2) if, for circumstances beyond the control of the Employer, the employee is not informed that the base is closed and that his outlet is not operating and that he reports to work, the Employer will send him back and will pay him the equivalent of three hours work at his normal rate.

Public Service Alliance of Canada

PSP Manager, Montreal Region

Date

Date

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MONTREAL REGION, QUEBEC

A lump sum amount will be paid to Mr. Bruno Turgeon and Mr. Hector Beauchemin in the following manner:

- a. an amount of two per cent (2%) on the salary earned between March 1, 2000 up to February 28, 2001 will be paid to the above-mentioned individuals on March 1, 2001.
- b. an amount of two per cent (2%) on the salary earned between March 1, 2001 up to February 28, 2002 will be paid to the above-mentioned individuals on March 1, 2002.

This letter is not part of the Agreement and shall not be printed in the Agreement.

Public Service Alliance of Canada

CANEX Manager, Montreal Region

Date

Date

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