

AGREEMENT

BETWEEN

**HER MAJESTY IN RIGHT OF CANADA AS
REPRESENTED BY THE STAFF OF THE
NON-PUBLIC FUNDS, CANADIAN FORCES**

AND

**HOSPITALITY SERVICES TRADES UNION
LOCAL 261**

GROUP: OPERATIONAL CATEGORY (ALL EMPLOYEES)

NDHQ CAFETERIA OTTAWA

EXPIRES 31ST DECEMBER 2006

13702(01)

INDEX

ARTICLE

1	-	PURPOSE OF AGREEMENT	4
2	-	RECOGNITION	4
3	-	INTERPRETATION & DEFINITIONS	4
4	-	STATE SECURITY	5
5	-	MANAGERIAL RIGHTS	5
6	-	FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT	6
7	-	CHECK-OFF	6
8	-	APPOINTMENT OF STEWARDS	7
9	-	LEAVE FOR STEWARDS & ACCESS TO PREMISES	7
10	-	HEALTH AND SAFETY	8
11	-	HOURS OF WORK	8
12	-	OVERTIME	9
13	-	SENIORITY	10
14	-	DESIGNATED HOLIDAYS	13
15	-	VACATION LEAVE	15
16	-	LEAVE GENERAL	17
17	-	GRIEVANCE PROCEDURES	22
18	-	PAY ADMINISTRATION	26
19	-	CONSULTATION	27
20	-	EMPLOYEE FILES	27
21	-	BULLETIN BOARDS	27

22	-	REST ROOMS AND LOCKERS	27
23	-	UNIFORMS	27
24	-	MEETINGS	28
25		SHORTAGES	28
26		GENERAL	28
27	-	SEVERANCE PAY	29
28	-	DURATION OF AGREEMENT	29
		LETTERS	30-34
		APPENDIX B- ENTITLEMENTS	35
		APPENDIX C- ENTITLEMENTS	36
		PAY NOTES	37
		PAY GRIDS	38-39

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 Union and the Employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining and to provide procedures for the prompt and equitable resolution of complaints and grievances.

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

ARTICLE 2: RECOGNITION

2.01 The Employer recognizes the Hospitality and Services Trade Union, Local 261 certified by the Public Service Staff Relations Board on 22 September 1997, as exclusive bargaining agent for all employees of the Employer in the Cafeteria and retail operations-employed at National Defence Headquarters, Ottawa, in Ontario, save and except persons above the rank of supervisor, office and clerical staff.

2.02 a. At the time of hire, each new 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 copy of the Collective Agreement and with an Application for Membership and Check-Off Authorization Form by the Employer. The Union shall supply the Employer with an inventory of Application Forms on an ongoing basis for the purposes outlined in this Article.

b. The Employer shall provide the Union with the name, address, and telephone number of all new employees hired within seven (7) days of the date of hire. Such notification shall be made in writing.

c. During the first two weeks of employment the Employer shall provide every new employee with a copy of this Agreement and introduce him/her to the Union representative for the respective unit so as to allow the Union representative to provide the new employee with a brief overview of the Union and its role. Such time spent shall not disrupt the Employer's operations.

ARTICLE 3: INTERPRETATION AND DEFINITIONS

3.01 For the purposes of this Agreement:

- a. A "Full time employee" means an employee who has completed their probationary period and is employed on a continuing basis for more than twenty-eight (28) hours per week. Notwithstanding the above, a full time employee shall only be eligible for the benefits and entitlements listed at

Appendix B of this Agreement if they work an average of more than thirty (30) hours per week as calculated on 1st January and 1st July of each year.

Full time employees working between twenty-eight (28) and thirty (30) hours per week shall be entitled for the benefits and entitlements listed at Appendix C of this Agreement.

Hours accumulated by an employee while relieving an employee for an absent employee shall not be included in the calculations for determining full time status.

- b. "Part-time employee" means an employee who has completed his/her probationary period and is employed on a continuing basis but works twenty-eight (28) hours or less per week and more 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 seniority status in accordance with Article 13.02 a). The probationary period shall not exceed:

Supervisory employees:	Ninety (90) calendar days; and
Non-Supervisory employees:	Sixty (60) calendar days.

- d. With the prior consent of the Union, the Employer may extend the probationary period for a period of time acceptable to the Employer and the Union. In the event an employee is absent from work during the probationary period, at the Employers discretion, the employee's probationary period may be extended an amount equal to the number of days missed by the employee.

3.02 The terms of this Agreement apply to all bargaining unit employees except as otherwise specifically stated.

ARTICLE 4: STATE SECURITY

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

ARTICLE 5: MANAGERIAL RIGHTS

5.01 The Union recognizes and acknowledges that the Employer has and shall retain the exclusive rights and responsibility to manage its operation in all respects as is

permitted by any applicable law and subject to the terms of this Agreement 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 force including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, and to discharge, suspend or otherwise discipline employees for just cause and it is expressly understood that such rights and responsibilities not specifically covered by this Agreement shall remain the exclusive rights and responsibilities of the Employer. Such rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.02 New NPF employees may be released during their probationary period for cause. The employee may have access to the grievance procedure to the level of the Vice-president Operations CANEX, but may not refer a grievance to adjudication, unless it has been demonstrated that the Employer has failed to provide the employee with an opportunity to correct his/her performance or misconduct or where the Employers actions were arbitrary, discriminatory or made in bad faith.

ARTICLE 6: FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 Unless 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. In such event, the Collective Agreement shall only be inoperative or modified to the extent necessary to comply with the applicable law.

ARTICLE 7: CHECK-OFF

7.01 Subject to the provisions of this Article, the Employer shall deduct and remit regular union dues, fees, arrears and assessments from the pay of all bargaining unit employees, pursuant to direction received from the Union.

7.02 For the purposes of Article 7.01, deductions from pay for each employee in respect of each bi-weekly period will start the first bi-weekly payroll period of employment to the extent that earnings are available.

7.03 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union at its mailing address by the fifteenth (15th) day following the end of two consecutive payroll periods, except for mail strikes or

other circumstances beyond the Employer's control. In such case, arrangements satisfactory to both parties will be made for the remittance of Union dues.

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

7.05 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 8: APPOINTMENT OF SHOP STEWARDS

8.01 The Employer acknowledges the right of the Union to appoint two (2) employees as shop stewards in the Cafeteria, and one (1) employee as shop steward in the retail operations. 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.

8.02 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 work place and the administrative structure implied by the grievance procedure.

8.03 The Union shall notify the Employer promptly and in writing of the names and jurisdictions of its shop stewards.

ARTICLE 9: LEAVE FOR SHOP STEWARDS AND ACCESS TO PREMISES

9.01 A shop steward shall obtain the permission of his/her manager before leaving his/her work to perform union-related duties, such as to investigate complaints, 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. The shop steward shall report back to his/her manager upon his/her return to regular duties.

In consideration of this orderly process, authorized time spent by shop stewards in the performance of their Union-related duties shall be without loss of pay, except as provided in Article 9.02.

9.02 A shop steward will not receive pay for the time spent investigating complaints during his/her regular scheduled time off,

9.03 The Employer agrees that business agents of the Bargaining Agent will be granted access to the Employer's premises upon request subject to compliance with the access procedures established by the client (DND). Such request shall, in so far as practicable, be made at least twenty-four (24) hours in advance to the Cafeteria Manager or his/her delegate. 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.

ARTICLE 10: SAFETY

10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees during the hours of employment and to provide an accident-prevention program.

10.02 The Employer and the Union agree that Part II of the Canada Labour Code with all rights, functions, powers, privileges and obligations as defined under the Code shall apply.

10.03 Members of the Bargaining Unit who attend safety meetings called by the Employer shall be paid for all such time under the terms of the Collective Agreement.

10.04 The Employer shall ensure that all employees are adequately trained to safely and effectively perform all duties falling within the scope of their respective job functions.

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 a week exclusive of an unpaid meal period. A week shall include a period of seven (7) days starting at 0001 hrs Monday and ending the following Sunday at 2400 hours. This shall not be construed as guaranteeing an employee minimum or maximum hours of work per week.

11.02 A work schedule shall be posted in each outlet on each Thursday morning showing the scheduled daily working hours for each employee covered by this agreement for the following week. If a schedule is not posted by Thursday noon, the schedule of the week before will apply. No change shall be made to such schedule except for circumstances beyond the control of the Employer. In this instance, the change in schedule would apply to the area of operation where the problem arose and affect only those employees. When such changes are necessary, the employees will be given notice as far in advance as possible. The parties acknowledge the importance of ensuring that there is always sufficient staff on duty to meet daily work requirements and acknowledge the value of establishing and maintaining a list of "on-call" employees who are available to work to replace absent employee and/or to augment regular staff on occasion when operational requirements so dictate. The Employer agrees to actively advertise for and seek to recruit "on call" employees

11.02 (b) Hours of work within the employee's outlet shall be scheduled to the most senior employee first and thereafter in decreasing order of seniority in a manner so as to maximize hours of work for employees, in order of seniority, providing the employee has

the ability to perform the work and is available and willing to work the hours, and the hours do not result in overtime. Full-time employees shall have priority over part-time employees for scheduling.

Where there is fewer than eight (8) hours advance notice of a change involving a reduction in hours of work is provided the employee(s) affected shall receive three (3) hours pay for his/her scheduled hours for that day.

11.02 (c) The parties acknowledge the importance of ensuring that there is always sufficient staff on duty to meet daily work requirements and acknowledge the value of establishing and maintaining a list of “on-call” employees who are available to work to replace absent employees and/or to augment regular staff on occasion when operational requirements so dictate. The Employer agrees to actively advertise for and seek to recruit “on-call” employees.

11.03 An employee working more than five (5) consecutive hours is entitled to an uninterrupted meal period of not less than thirty (30) minutes, and not more than sixty (60) minutes, The meal period shall be scheduled as close to the mid-point of the work period as possible.

11.04 Where an employee is scheduled to work three and one-half (3 ½) hours or more he/she shall be granted one (1) rest period of fifteen (15) minutes. Where an employee is scheduled to work six (6) consecutive hours or more exclusive of an unpaid meal period, he/she shall be granted one (1) rest periods of fifteen (15) minutes in each half segment of his/her shift unless the employee and the Employer agree that the employee may combine the two paid fifteen (15) minute rest periods into one paid rest period of one half hour. Where the parties agree that such rest periods are not taken said time shall be added to the employees compensated hours, in addition to hours worked.

11.05 Employees scheduled, called in or called back to work and who actually report shall receive work as scheduled, or pay in lieu of work for a minimum of three (3) hours pay at the applicable rate of pay.

11.06 In keeping with the concept of maximizing hours of work by seniority senior employees shall not be scheduled to work less hours than junior employees in the same job title in the same outlet, provided that they are available to work the hours required.

11.07 Where there is a work stoppage as the result of emergency circumstances beyond the control of the Employer, compensation will be as follows:

11.07 a. Employees who are advised by the Employer less than eight (8) hours prior to the start of their shift not to report will be paid three (3) hours pay at straight time hourly rate.

11.08 Part-time employees shall be used to cover absences due to such as illness, leaves of absence and/or vacations and such additional hours worked as a result shall not be included in the calculation of the part-time employees hours of work to amend the part-time employees status to that of a full-time employees.

ARTICLE 12: OVERTIME

12.01 When an employee is required to work in excess of eight (8) hours in a day, when a full-time employee is required to work in excess or forty (40) hours in a week, when an employee is compelled to work in excess of five (5) consecutive days and as a result works more than forty (40) hours in a week, or is required by the Employer to work on his/her scheduled day off he/she shall be paid for the overtime at a rate of pay not less than one and one half (1 ½) times his/her regular rate of pay for such occurrences.

12.02 An employee who has been required to work overtime and works such overtime shall have the option of having his/her overtime compensated in one of the following manners.

- a) The overtime shall be compensated in money (less required statutory deductions).
- b) The employee may request time off in lieu of money, in which case overtime pay shall be converted to straight time hourly equivalent and time off shall be granted accordingly. Said time off shall be subject to operational requirements and the Employers approval shall not be unreasonably withheld.
- c) In addition to the forgoing, the Employer may elect to accumulate their overtime and have the gross amount owing to them deposited into the employee's RRSP account. This option shall only be selected annually and cannot be rescinded at any time within this annual period.

Employees seeking to exercise this option shall confirm their election in writing to the Employers designate, including all relevant RRSP information as required by the Employer at least forty-five (45) calendar days prior to the beginning of the calendar year in which they work the overtime they intended to accrue. The employee shall also be required to confirm the amount of room they have in their RRSP for this purpose.

If the participating employees RRSP contributions reach the maximum allowable pursuant to Canada Customs and Revenue Agency guidelines, the employee shall immediately advise the Employer and thereafter the payment of any overtime will automatically revert to the procedures outlined in Article 12.02 (a) and (b) for the balance of the calendar year.

ARTICLE 13: SENIORITY

13.01 a. The purpose of seniority is to accord consideration to senior employees in recognition of their length of service in accordance with the provisions of the Collective Agreement. Full-time seniority is defined as the total length of continuous full-time employment in the job title in the workplace in the Bargaining Unit. Part-time seniority is defined as the total length of continuous part-time employment in the job title in the workplace in the Bargaining Unit. Separate seniority lists shall be maintained for full-time employees and part-time employees by giving seniority preference to full-time employees.

b. Where, as the result of an action taken by the Employer, including reduction in available hours of work, a full-time employee reverts to part-time, he/she shall be placed on the top of the part-time seniority list.

c. Where, due to the request of an employee, he/she reverts to part-time status, he/she shall be placed on the bottom of the part-time seniority list.

a. The Bargaining Unit shall be divided into the following workplaces, called "outlets":

NDHQ Cafeteria
CANEX ExpressMart

13.02 a. A probationary employee shall accumulate seniority but shall not have not acquire seniority rights during the probation period. Upon satisfactory completion of probation, his/her seniority shall date from the first day of employment in the Bargaining Unit.

b. Seniority shall be the determining factor and shall apply as follows:

(i) in cases of temporary lay-off, reduction of staff;

(ii) permanent reduction in hours of operation; and

(iii) selection of vacation periods.

13.03 An employee will lose his/her seniority rights and their services will be terminated if:

a. he/she voluntarily leaves/resigns or otherwise leaves his/her employment;

b. he/she is discharged for just cause;

c. he/she has been laid off for a continuous period of nine (9) months and is not recalled;

- d. he/she has been laid off and recalled and fails to return to work within five (5) working days or to provide satisfactory reasons for his/her inability to return to work;
- e. he/she overstays a leave of absence granted under Article 15 or 16 (Vacation Leave or General Leave) for a period of more than three (3) working days without securing an extension; or
- f. he/she is absent from work for more than three (3) working days without authorization.

13.04 Lay-off shall be by seniority by job title in the outlet in the Bargaining Unit. In the event of lay-off(s), the Employer shall first determine whether or not there are any volunteers in the job title in the outlet, and shall lay-off such volunteer(s) by seniority. In the absence of volunteers for lay-off, employees shall be laid off in reverse order of seniority, such that senior employees have preference over junior employees,

13.05 When an employee is laid off, he/she will be placed on the re-call list for a period of nine (9) months and shall be eligible for recall for any position that becomes available during the said nine (9) months provided that he/she meets the necessary qualifications for the position as set out in the job description and has the necessary ability, and skill to do the job required. To be eligible for recall from lay-off, it is the employee's responsibility to ensure that the Employer has his/her current mailing address and telephone number.

13.06 a, An employee on lay-off is not entitled to leave pursuant to Article 16 during any period of lay-off.

b. The Employer shall continue to cover an employee on lay-off for group benefits for the remainder of the month in which he/she was laid off excepting Long Term Disability (LTD), which shall cease immediately upon lay-off. Thereafter an employee on lay-off may elect to continue having coverage under the group benefit plan(s) for a period not to exceed six (6) months, provided the employee assumes responsibility for paying one hundred (100%) percent of the premiums for said plan(s).

13.07 Vacancies that arise within the Bargaining Unit shall be filled in accordance with the following order of preference:

- a) A laid off employee with the same job title in the same outlet shall be recalled by seniority; or
- b) The vacancy will be offered to the most senior employee of the outlet on the lay-off list provided that have the necessary experience, ability, and skill to do the job required; ~~or~~

- c) Following the application of (a) and (b) above, should a full time position remain vacant within a job title having a complement of part-time employees, who may confirm their interest in the position to the Employer by the specified date. The position shall then be offered to such part-time employees who have expressed their interest by seniority.
- d) Should the position remain vacant after applying (c) above or in the event that the application of (c) above results in another vacancy, the Employer will post the vacancy or resultant vacancy as the case may be for seven (7) days. Applicants will be considered based on their qualifications for the position as set out in the job description and their skills, and ability, to perform the job; if all such considerations are deemed to be equal, the employee with the greatest seniority will be offered the position.
- e) If the Employer determines that there is no qualified or successful applicant within the Bargaining Unit, it may hire someone from outside of the Unit. The Employer agrees to recall eligible employees on the recall list to positions for which they are qualified and have the skill and ability to perform before hiring employees from outside the bargaining unit.

13.08 a. An employee selected to fill a vacancy shall be appointed for an initial assessment period of two (2) months. If, during the assessment period the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer, or if during the first thirty (30) days of the assessment period the employee decides that they do not want to remain in the position the employee shall be removed from the position and returned to their former position or to a comparable or similar position without loss of seniority at the prevailing wage rate. In the event his/her former position no longer exists or is no longer available they will be returned to a similar or comparable position at the prevailing wage rate for their former position.

During the assessment period, an employee shall not be entitled to compete for other vacancies. Any other employee(s) affected by such realignment of staff shall also be returned to their former position without loss of seniority at the prevailing wage rate. In the event their former position no longer exists or is no longer available he/she shall be returned to a similar or comparable position at the prevailing wage rate for their former position.

b. Within the first thirty (30) days of being awarded a job in accordance with Article 13.07, if the employee requests the opportunity to return to their former position, or to a vacant similar or comparable position should their former position no longer be available, the Employer will make every reasonable effort to accommodate the request.

13.09 The Employer shall be the sole judge of the employee's qualifications, ability, and skill, but agrees that it shall exercise such discretion reasonably and that such decisions will not be made in an arbitrary or discriminatory manner.

13.10 The Employer shall post seniority lists within thirty (30) days after the signing of this Agreement and quarterly thereafter. Seniority lists so posted shall be deemed correct for the remainder of the posting period unless an objection to the list(s) is raised within three (3) weeks of the most recent posting. The Union shall be provided with copies of the seniority lists at the time of the postings.

ARTICLE 14: DESIGNATED HOLIDAYS

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

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

“The Employer acknowledges that should the Federal Government proclaim “Heritage Day” as a Holiday, it shall be added to the list of designated holidays in Article 14.01 of the Collective Agreement.”

14.02 An employee is entitled to designated holidays with pay listed in Article 14.01 when:

- a. he/she works his/her scheduled day before and his/her scheduled day after the designated holiday unless the absence is due to personal injury or illness or other reasons satisfactory to the Employer;
- b. he/she is not on authorized leave of absence without pay.

14.03 An employee required to work on a designated holiday will be paid at the rate of one and one-half (1 ½) times his/her regular rate for the hours worked, in addition to his/her regular pay for the day.

14.04 When a designated holiday falls on a day that is a non-working day for an employee and said holiday is not automatically observed by the Employer on an alternate day, the employee is entitled to and shall be granted a day off with pay at a time convenient to the employee and the Employer.

14.05 An Employee shall be paid holiday based on the average number of hours he/she worked in the preceding four (4) week period.

ARTICLE 15: VACATION LEAVE

15.01 A full-time employee is entitled to and shall be granted a paid vacation at the normal rate of pay for the period involved. The vacation entitlement shall be as follows:

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
On completion of one (1) year's continuous full-time employment	10 working days
On completion of three (3) years continuous full-time employment	15 working days
On completion of eight (8) years continuous full-time employment	20 working days
On completion of nineteen (19) years continuous full-time employment	25 working days

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

15.03 Vacation is only earned while an employee is drawing a wage except that authorized periods of leave without pay that do not exceed two (2) weeks may be counted as time earning vacation.

15.04 Subject to operational requirements, the Employer shall make reasonable effort to schedule an employee's vacation at a time requested by the employee.

15.05 An employee shall give the Employer at least one (1) month's notice in writing regarding the actual dates on which he/she desires to take a vacation of five (5) or

more working days. Leave for shorter periods will be granted provided sufficient notice is given subject to operational requirements.

15.06 The annual vacation period shall commence on January 1st and end on December 31st each year.

- a) The vacation schedule consisting of fifty-two (52) one-week blocks commencing the first full week in January and ending the last full week in December shall be posted at least thirty (30) days prior to the vacation period as specified in Article 15.06 to provide employees the opportunity to select their preferred vacation period. Subject to operational requirements, vacations will be granted on the basis of seniority, by outlet. After said thirty (30) day period a senior employee may not exercise his/her seniority to displace the approved vacation selection of another employee. Once selected the employees vacation cannot be cancelled without his/her agreement.
- b) Where due to unforeseen circumstances additional work requirements would place the Employer in a staff shortage position during the time period approved, such scheduled vacation leave can be displaced at a time agreeable to the employee with the affected employee's consent.

15.07 Where more than one (1) employee wishes to take vacation at the same time, the Employer reserves the right to limit the number of employees who may take vacation in any given period based on operational requirements however there shall be no weeks where no employee shall be permitted to take vacation leave. Priority consideration shall be given to the most senior of said employees.

15.08 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 that four (4) week period.

15.09 Vacation leave shall not be cumulative from year to year under normal circumstances. It is realized that occasionally vacations cannot be taken during the vacation period because of illness, job requirements or other exceptional circumstances. In such cases vacations may be carried over to the next vacation period with the approval of the Employer. Applications for vacation carry-over shall be submitted in writing. If an employee carries over his/her vacation entitlement from one (1) year to the next year, he/she must use up all of his/her entitlement in the second year.

15.10 If a full-time employee becomes sick while on vacation leave and submits a doctor's certificate covering the period of sickness, he/she shall have the vacation for the period covered by the certificate converted to sick leave. The days of vacation lost as a result of the sickness shall be recredited to his/her vacation record.

15.11 The vacation leave entitlement of an employee who has completed three (3) years of continuous service in the Bargaining Unit and whose status is changed from

part-time to full-time will be based on the total years of employment as a part-time and full-time employee, A part-time employee who has completed less than three (3) years of continuous part-time service in the Bargaining Unit will be credited with one-half (1/2) of his/her part-time service towards his/her full-time vacation entitlement.

15.12 On termination of employment or change of status from full-time to part-time the employee is entitled to any vacation pay owed to him/her in respect of any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at his/her current hourly rate of pay.

15.13 (a) Part-time employees will be paid vacation pay as follows:

Less than three (3) years of employment:	4% of annual gross earnings;
Upon completion of three (3) years employment	6% of annual gross earnings
Upon completion of eight (8) years employment	8% of annual gross earnings
Upon completion of nineteen (19) years employment	10% of annual gross earnings

15.13 (b) Part-time employees who wish to take vacation leave rather than having it paid out pursuant to Article 15.13(a) shall notify the Employer by 1 December of the year proceeding of this intent. Once the full-time employees have had the opportunity to select their vacation periods, such part-time employees shall select their vacation from those weeks remaining by seniority.

Thereafter unscheduled vacation leave for part-time employees shall then be requested in writing at least two (2) weeks prior to the dates being requested off and shall be granted in order of seniority within their respective outlet, subject to operational requirements.

ARTICLE 16: LEAVE GENERAL

Sick Leave Plan

- 16.01 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:

Continuous Full-Time Service

Entitlement

After the probationary period but less than two (2) years;	17 weeks at 66-2/3% of salary
Two (2) years but less than five (5) years	First four (4) weeks at 100% salary and remaining thirteen (13) weeks at 75% of salary
Five (5) years but less than Seven (7) years	First nine (9) weeks at 100% salary and remaining eight (8) weeks at 75% of salary
Seven (7) years but less than Ten (10) years	First thirteen (13) weeks at 100% salary and remaining four (4) weeks at 75% of salary
Ten (10) years and over	Seventeen (17) weeks at 100% salary

- c. The following conditions govern the entitlement to sick leave:
- (i) The employee must notify his/her manager of his/her absence prior to his/her regular starting time on the first day of absence or as soon as possible thereafter at which time he/she will indicate the nature of the absence and the expected date of return.
 - (ii) A medical certificate signed by a qualified medical practitioner must be provided for absences in excess of three (3) consecutive working days.
 - (iii) Notwithstanding (ii) above, where an employee's attendance becomes a cause of concern, the Employer reserves the right to request a medical certificate for any period of illness that occurs provided the employee is so advised in writing of the requirement beforehand. The Employer request for a medical certificate will not be without reasonable cause.
 - (iv) In cases of prolonged illness, the Employer reserves the right to request that the employee undergo a medical examination by a physician of the Employer's choosing. Where such requests are made by the Employer, the Employer shall request that such examination be conducted during the employee's regularly scheduled workday and that such time so spent by the employee as a result shall be treated as time worked, except in the case where the employee is being compensated by another provision or benefit entitlement. The Employer shall pay any costs associated with such requests.

- d. 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 thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.

Leave for Employees with Child Care Responsibilities

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

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

16.03 The aggregate amount of leave of absence without pay that may be taken by two (2) employees for child care responsibilities will not exceed thirty-five (35) weeks.

16.04 In so far as practicable, an employee, except for unforeseeable circumstances, is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave for employees with child care responsibilities and of any change in length of leave intended to be taken,

16.05 An employee returning from child care responsibilities shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same wages and benefits. If during the period of leave, the wages and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or a renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same pay and benefits that the employee would have received had he/she been working when the reorganization and/or renewal of the Collective Agreement took place. An employee on leave will be notified in writing if such a change took place.

16.06 Leave granted under this article shall be counted as “service” for purposes of work benefits in the Agreement. This shall not apply when an employee does not return from work upon completion of the leave.

16.07 An employee shall be granted one (1) day leave without pay to attend to needs directly related to the adoption or birth of his/her child. At the employee’s option, such leave shall be granted on the day of or the day following the adoption or birth.

16.08 The employee shall, along with the request for child care responsibilities leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. For an employee taking leave under Article 16.02(a) above, the Employer shall continue to pay its share of contributions for an employee who wishes to continue benefits. For an employee taking leave under Article 16.02(b) above, arrangements will be made for the employee to make the necessary contributions.

Maternity and Parental Leave

16.09 An employee leaving on maternity leave shall be granted a two-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 pay periods, in accordance with the following conditions:

- i. after completion of six (6) months continuous employment, an employee who provides NPF with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to section 22 of the Employment Insurance Act, as may be amended from time to time, shall be paid an allowance (as noted above) in accordance with the Supplementary Employment Benefit Plan;
- ii. an employee who receives the allowances shall return to work for a period of ten (10) working days on the date of the expiry of maternity leave, unless the date is modified with NPF’s consent or unless the employee is then entitled to another leave;

- iii. should the employee fail to return to work the employee is indebted to NPF for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance; and

the employee is required to give NPF 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. The Employer will communicate with the employee four (4) weeks prior to the expected date of his/her return to work but that failure to do so does not negate the consequence of the preceding requirements.

Bereavement Leave

16.10 a. Employees will be given leave for four (4) days immediately following the death of a member of his/her immediate family and one (1) day in the case of a distant relative.

b. For the purpose of this Agreement, “immediate family” consists of: brother or sister, mother or father, father-in-law or mother-in-law, husband or wife, son or daughter and grandparents and grandchildren. “Distant relatives” consist of brother-in-law or sister-in-law, son-in-law, daughter-in-law and spouses’ grandparents, or any relative permanently residing in the employee’s household or with whom the employee resides.

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

Jury Duty and Court Leave With Pay

16.11 In the event an employee is summoned for jury duty or is required by subpoena to attend as a witness in any proceeding held:

- a. in or under the authority of a court of justice or before a grand jury;
- b. before a court, judge, justice, magistrate or coroner;
- c. before the Senate or House of Commons of Canada, or a committee of the Senate or House of Commons, otherwise than in the performance of the duties of his/her position;
- d. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of a witness before it; or

- e. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it,

the Employer agrees to make up the difference, if any, between the amount paid to him/her for jury service or witness fees and the amount he/she could have earned had he/she worked on such days. This does not apply if the employee is excused from jury duty or court duty for the rest of the day or days where there is time remaining in the work day and he/she fails to report back to work, or if jury duty or court duty occurs on the employee's regular scheduled day off. The employee must promptly notify the Employer that he/she has been summoned for jury duty or as a witness.

Leave of Absence Without Pay

16.12 An employee may be granted a leave of absence without pay to a maximum of six (6) months, provided he/she receives permission in advance from the Employer in writing. Such leave of absence is subject to operational requirements but will not be unreasonably withheld. Upon his/her return to work the employee shall be restored to his/her former position at the then prevailing wage rate at the expiration of the leave of absence. In the event that his/her former position no longer exists or is no longer available he/she shall be returned to a similar or comparable position at his/her prevailing wage rate for their former position

ARTICLE 17: GRIEVANCE PROCEDURE

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 Right of employee – Subject to and as provided in Section 91 of the Public Service Staff Relations Act, as amended, where any employee feels aggrieved,

- a. by the interpretation or application, in respect of the employee of,
 - 1. a provision of a statute, or of a regulation, by-law, direction or other instrument made by or issued by the employer, dealing with terms and conditions of employment, or
 - 2. a provision of a collective agreement or an arbitral award, or
- b. as a result of any occurrence or matter affecting the terms and conditions of employment of the employee, other than a provision described in paragraph (a) above,

in respect of which no administrative procedure for redress is provided in or under an Act of Parliament, the employee is entitled, subject to the provisions below, to present the

grievance at each of the levels, up to and including the final level, in the grievance process provided for by this Collective Agreement.

Limitation – An employee is not entitled to present any grievance relating to the interpretation or application, in respect of the employee, of a provision of a collective agreement or an arbitral award unless the employee has the approval of and is represented by the bargaining agent to which the collective agreement or arbitral award applies, or any grievance relating to any action taken pursuant to an instruction, direction, or regulation made or given as described in Article 17.03.

17.03 An employee is not entitled to pursue 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.

17.04 When submitting a grievance at any level, the NPF Grievance Presentation Form shall be used. 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. An inventory of the form shall be provided to the Union by the Employer and replenished, as required upon request.

17.05 An employee has the right to be represented by a union representative in the grievance procedure at any level. In the event no Union representative is in attendance any position put forth by the employee and/or resolution reached by the parties shall not set precedence and shall be on a “without prejudice” basis.

17.06 A union 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.

17.07 An employee wishing to pursue 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 of the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the employee, and where applicable, a union representative.

17.08 Steps of the Formal Grievance Procedure

- a. Discussion Stage

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 requested by the employee, in the presence of a union representative. If the employee is not satisfied with the result of such discussions, or where such discussion does not take place, the matter may be referred to the Local Union for processing as a formal grievance. Any resolution to a complaint or grievance reached at this level shall be on a "without prejudice" basis. The employer and the Union also recognize that any mutually satisfactory resolution reached at this stage of the grievance will be considered unique and not precedent setting with respect to any future grievance similar or otherwise.

b. Step No. 1

Failing a satisfactory result under the Discussion Stage as described in paragraph 17.08 a, or in the absence thereof, the employee may refer the matter to the Local Union where it may be reduced to writing and submitted on behalf of the employee to the National Manager, Food Services, or his/her designate, for reply within twenty (20) days of the matter giving rise to the grievance or the date upon which the employee could reasonably become aware of the matter giving rise to the grievance.

The National Manager, Food Services, or his/her designate shall meet with the employee and, if applicable, the union representative, with a view to settling the grievance within ten (10) days after receiving the grievance.

Failing a satisfactory settlement after the meeting referred to under Step No. 1 above, the National Manager, Food Services or his/her designate shall, within fifteen (15) days after receiving the grievance, respond in writing.

c. Step No. 2

Failing satisfactory settlement under Step 1, or in the absence of a response from Step 1 within the allotted time limits, the grievance may be referred to the Vice-president; CANEX, or his/her designate for reply at Step 2, within ten (10) days after exhausting Step 1. The Vice-president, CANEX, or his/her designate shall investigate the matter with a view to settling the grievance within fifteen (15) days thereafter, and reply to the grievance in writing within fifteen (15) days after it is presented.

d. Step No. 3

Failing a satisfactory settlement under Step 2, or in the absence of a response from Step 2 within the allotted time limits, the grievance may, within ten (10) days after exhausting Step 2, be referred to the Minister, DND, or his/her designate. The Minister, DND, or

his/her designate shall investigate the matter with a view to settling the grievance, and reply to the grievance in writing within twenty-five (25) days thereafter.

e. Adjudication

When a grievance has been presented up to and including Step 3 with respect to disciplinary action resulting in discharge, suspension or financial penalty without reaching satisfactory settlement, the grievance may be referred to adjudication in accordance with the provisions of the Public Service Staff Relations Act and regulations, as revised.

A grievance which relates to an interpretation or application of a provision of a Collective Agreement or Arbitral Award may not be referred to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

- 1) its approval of the reference of the grievance to adjudication; and
- 2) its willingness to represent the employee in adjudication proceedings.

f. Employer's Designate during Grievance Procedure

The Parties agree and recognize that the Employer representatives named in this Article for receipt and review of grievances on behalf of the Employer are the current designates for such matters, that the named representatives may delegate their functions and responsibilities in this regard, and further that the Employer may, at any time designate another individual or position to receive, review and respond to grievances at any step of the procedure. The Employer shall provide the Union with prior written notification of any such changes to its designated representatives.

General

17.09 The time limits stipulated in the grievance procedure shall exclude Saturdays, Sundays, and designated Holidays, and may be extended by mutual consent of the parties.

17.10 A grievance shall be presented as follows:

- a. when it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20th) day; and
- b. when 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 when the employee is not so notified, after the day on which the employee became aware of the action or circumstance giving rise to the grievance.

17.11 A grievance may be abandoned at any stage in the process by written notice to the officer who is designated by the Employer to receive and reply at Step 1 of the grievance process.

17.12 A grievance not pursued within the prescribed time limits shall be deemed to be abandoned unless in the reasonable opinion of the Employer, it was not reasonably possible to comply with the prescribed time limits. The abandonment of the grievance shall be without prejudice to any argument or position that may be advanced by either party in any other grievance relating to a similar matter.

ARTICLE 18: PAY

18.01 An employee shall be paid for services rendered at a rate of pay specified in Appendix A for his/her job in accordance with the time limits set forth. An employee shall not be paid a rate below the current Federal or Provincial minimum wages.

18.02 a. Where an employee accepts an offer made in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for one or more consecutive working days, he/she shall be paid as if he/she had been appointed to that higher classification level for that period from the first (1st) day. This provision shall not be applied to accommodate ongoing or regular work assignments.

b. When an employee accepts an offer to temporarily perform the duties of a lower classification within the bargaining unit and/or at a lower rate of pay, his/her rate of pay shall not be reduced for the shift(s) that he/she is so assigned.

c. When an employee accepts an offer made in writing by the Employer to temporarily perform the duties of a non-bargaining unit (Category I) or a manager (Category II) position for one or more consecutive working days, he/she shall be paid, in addition to his/her normal rate of pay, a ten percent (10%) increment based upon his/her normal wages for the period from the first (1st) day.

18.03 There shall be no pyramiding of premium pay

ARTICLE 19: CONSULTATION

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

ARTICLE 20: EMPLOYEE FILES

20.01 Except for the issuance of a verbal warning no employee shall be disciplined until a disciplinary meeting is convened in the presence of a shop steward to discuss the matter. In the event that the shop steward is not available the Employer shall be entitled to proceed upon twenty-four (24) hours written notice to the Union.-Where the Employer serves a written warning notice to an employee regarding his/her work or conduct which will become a part of the employee's permanent record, a copy of such notice shall be handed to the employee and a copy sent to the Union.

Notwithstanding the foregoing, where the incident-giving rise to the discipline is of a serious nature, the Employer may take immediate disciplinary action and the meeting referred to above shall be convened at a time mutually agreed-upon by the parties. In such case the time limitation for filing a grievance shall be extended by both parties until such time as the disciplinary meeting takes place.

20.02 Except for unforeseeable circumstances, the Employer will institute disciplinary measures upon an employee within twenty (20) working days of the alleged occurrence or event or the date upon which the employer becomes aware of the event giving rise to the discipline.

20.03 Notice of disciplinary action which may have been placed on the personnel file of any employee shall be destroyed after twelve (12) months for incidents of verbal warning or written discipline and eighteen (18) months for incidents of suspension have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this time period.

ARTICLE 21: BULLETIN BOARDS

21.01 The Employer agrees to provide a bulletin board at a place accessible to employees, for the use of the Bargaining Agent to post notices of interest to its members.

21.02 The posting of notices regarding Bargaining Agent meetings, names of shop stewards, and social and recreational events will not require the approval of the Employer.

ARTICLE 22: REST ROOMS AND LOCKERS

22.01 The Employer, where practicable, will provide adequate rest rooms and lockers to employees. Employees shall cooperate with the Employer in keeping the rest rooms and lockers in a clean and sanitary condition.

22.02 The Employer agrees that it shall not conduct an inspection of any locker utilized by an employee for its own purposes in the absence of the employee to whom the locker is assigned and a union representative or a shop steward. Such inspection may be

conducted in the presence of a Union Representative or Shop Steward in the absence of the employee to whom the locker is assigned.

The parties acknowledge that this provision shall not apply in cases where a locker inspection is initiated by DND personnel or military police, for their own purposes, over which the Employer has no control.

ARTICLE 23: UNIFORMS

23.01 The Employer shall continue its current practice of providing an initial issue of two (2) uniforms to employees at no cost to the employee. Uniforms shall be replaced as required, due to normal wear and tear thereafter.

ARTICLE 24: MEETINGS

24.01 Where an employee is required by the Employer to attend meetings, such time spent in said meetings shall be regarded as time worked.

ARTICLE 25: SHORTAGES POLICY

25.01 Shortages that occur, as a result of negligence on the part of the employee or non-compliance to established Employer policy, to Non-Public Fund property, stock or cash will be recovered in accordance with the following:

- a. Employees assigned responsibility for, and who have sole control and access to Non-Public Fund property, stock or cash, will be required to reimburse the Employer for any shortages that occur during the period that the employee had such responsibility, control and access;
- b. Employees who have been assigned responsibility and control of NPF property, stock or cash shall not avoid their obligation to reimburse the Employer for shortages solely because they permitted some other person access to the NPF property, stock or cash; and
- c. The Employer reserves the right to implement disciplinary action, including suspension or discharge, in circumstances where a particular employee has consistently demonstrated an inability to safeguard the Employer's interests and assets. Any disciplinary action will be subject to the normal grievance and adjudication procedures.

ARTICLE 26: GENERAL

26.01 Gender: Where the male term "he", "his", or "him" is used throughout this Agreement, the female term "she", "hers", or "her" shall equally apply.

26.01 b Throughout this Agreement, wherever the context so requires the masculine shall include the feminine and the neuter and vice versa and the singular shall include the plural.

26.02 Official Languages. Both the English and French texts of this Agreement shall be official. Where there is conflict between the English version of the Agreement and the French version, the language in which it was negotiated shall govern.

26.03 The Employer agrees to provide a copy of the Collective Agreement and a copy of the Employer's Harassment Policy, which reflects the Canadian Human Rights Act, to all new employees covered by this Agreement.

26.04 Any notice sent via registered mail by the Company to an employee's last recorded address shall be sufficient and effective notice and shall be deemed to be received by the employee two (2) days following the date of mailing (weekends and holidays excluded).

26.05 No employee shall be required to make a written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 27: SEVERANCE PAY

27.01 Full-time employees who are released by the Employer for administrative reasons beyond the control of the employee are entitled to severance pay and notice or salary in lieu of notice. Factors considered beyond the employee's control are:

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

27.02 Severance pay entitlements are two (2) weeks for the first full year of continuous full-time service and one (1) week for each year of continuous full-time service, up to a maximum of twenty-eight (28) weeks.

ARTICLE 28: DURATION

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

28.02 This Agreement shall expire on 31 December 2006.

Signed at Ottawa, Ontario this the _____ day of _____, _____

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

Between:

THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES

AND

HOSPITALITY AND SERVICES TRADE UNION, LOCAL 261

Re: ADDITIONAL HOURS

When the normal operations of the outlet result in work becoming available outside the normal hours of operation, such additional work opportunities shall be offered to full-time employees of the same job title by seniority, provided he/she has the skill, and ability, to perform the work, in order that he/she may endeavour to maximize his/her hours of work up to eight **(8)** hours per day and/or forty **(40)** hours per week. "Normal operations of the outlet" does not include work outside the scope of the usual undertakings or functions of the outlet, nor special occasions or functions.

In the event that there are insufficient full-time employees available or willing to perform any additional work offered to them pursuant to the above paragraph, the Employer may elect to offer such additional hours of work remaining to part-time or other employees should it deem appropriate.

This letter shall not form part of the Collective Agreement.

Pierre Yves Dumouchel
CANEX National Manager Services

LETTER OF INTENT

Between:

THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES

AND

HOSPITALITY AND SERVICES TRADE UNION, LOCAL 261

Re: Full-Time Employees

The existing ten (10) full-time employees on strength as of January 1st 2004

- 1 Major, Jeannine
- 2 Machado, Durvalina
- 3 Lourenco, maria
- 4 Silveira, Orlanda
- 5 Dumouchel, Lyne
- 6 Gelling, Andrew
- 7 Proulx, Suzanne
- 8 Lepage, Michel
- 9 Leduc, Michele
- 10 Drolet, Rebecca

shall have their status grandfathered, and be deemed to remain full-time employees despite the definition in Article 3.01 of the Agreement.

Full-time employees shall be eligible for enrolment in the following plans held by the Employer in accordance with the plan requirements:

- a. Group Life Insurance Plan;
- b. Optional Life Insurance Plan;
- c. Group Health Insurance Plan;
- d. Long Term Disability Plan;
- e. Group Pension Plan; and
- f. Dental Insurance.

Subject to operational requirements, the Employer shall establish weekly schedules of work for employees in a manner that facilitates the maximization of available hours in accordance with their seniority.

Where operational requirements no longer support the continued existence of the full-time positions, the Parties shall confer with a mutual view of minimizing any resultant negative impacts on the employees in the Bargaining Unit.

This letter shall form part of the Collective Agreement.

Pierre Yves Dumouchel
CANEX National Manager Services

LETTER OF UNDERSTANDING

Between:

THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES

AND

HOSPITALITY AND SERVICES TRADE UNION, LOCAL 261

Uniforms- Article 23.01

“The Parties acknowledge that effective March 2003, the Employer has implemented a uniform program to produce and supply uniforms for employees in the NDHQ Cafeteria at no cost to the Employee. Uniforms shall be supplied for each individual employee and they shall be dry-cleaned / maintained by the Employer at their cost such that a clean uniform will be available daily (with the exception of the cap which is the employee’s own responsibility). The uniforms shall be kept and stored in the workplace and the Employees shall change into them upon arrival at work, and return them to the location designated by the Employer upon leaving the workplace.

The current language of Article 23.01 shall continue to be applicable to any other Bargaining Unit employees who are required to wear uniforms (i.e. bargaining unit employees who do not work in the NDHQ Cafeteria)

Pierre Yves Dumouchel
CANEX National Manager Services

L E R OF UNDERST NG

Between:

THE STAFF OF THE NON-PUBLIC FUNDS, CANADIAN FORCES

AND

HOSPITALITY AND SERVICES TRADE UNION, LOCAL 261

Re: ARTICLE 2.02 - RECOGNITION

In the application of Article 2.02, the parties agree that all existing employees of the Employer who perform duties covered by this Agreement hired on or before 22 September 1997 shall become and remain members of the Union. For employees hired thereafter, the Rand Formula" shall apply.

This letter will form part of the Agreement.

Yours truly,

Pierre Yves Dumouchel
CANEX National Manager Services

DRAFT SEPARATE CORRESPONDENCE FROM THE EMPLOYER

March 2004

Hospitality and Services Trade Union, Local 261
2-200 Cooper Street,
Ottawa, Ontario.
K2P 0G1.

**Attention: Mr. Jim Macdonald
Consultant**

Dear Mr. Macdonald;

Re: Collective Agreement Negotiations 2001

The Employer hereby confirms its agreement to maintain a minimum of eight (8) full time positions throughout the duration of this Agreement

The Employer further agrees to employ its best efforts to schedule work such that the number of full time employees are maximized and maintained throughout the duration of this Agreement

Notwithstanding the above, should operational requirements no longer support the maintenance of these positions, the Parties shall confer with a mutual view of minimizing any resultant negative impacts on the employees in the Bargaining Unit.

Yours truly,

Pierre Yves Dumouchel
CANEX National Manager Services

Appendix "B"

- 1) Paid Sick Leave
- 2) Vacation leave as per article 15.01
- 3) Bereavement leave
- 4) Pay in lieu of notice, and severance pay
- 5) Jury and Court leave
- 6) Group Life Insurance Plan
- 7) Optional Life Insurance Plan
- 8) Group Health Disability Plan
- 9) Group Pension Plan
- 10) Dental Insurance

Appendix "C"

- 1) Vacation leave as per article 15.01
- 2) Bereavement leave
- 3) Pay in lieu of notice and severance pay
- 4) Jury and court leave

PAY NOTES

NPF AND HSTU, LOCAL 261

- A. Subject to ratification, the Employer agrees to pay all employees of the Employer on strength as of 26 January 2004 a lump sum payment equivalent to two point seven five percent (**2.75%**) of all hours worked between 1 June 2001 and 31 December 2003, as retroactivity pay. Such monies are to be paid within thirty (30) days of the ratification date of this Agreement.
- B. Effective 1 January 2004 and subject to ratification, the attached pay grid shall be put into effect. Initially, employees will be placed on the new pay grid at the increment closest to but not less their current pay rate. Where by virtue of that placement, the employee would be placed at an increment with a salary rate equal to their current salary rate, they will instead be placed at the next increment.
- C. Effective 1 January 2005, and subject to ratification; the attached pay grid shall be put into effect.
- D. Effective 1 January 2006, and subject to ratification; the attached pay grid shall be put into effect
- E. The Agreement will expire on 31 December 2006.

NATIONAL DEFENCE HEADQUARTERS CAFETERIA EMPLOYEES
RATES OF PAY

KITCHEN/GENERAL HELPER

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$8.45	\$8.50	\$8.70	\$8.95	\$9.35	\$9.50
1-JAN-05	\$8.60	\$8.70	\$8.95	\$9.20	\$9.50	\$9.70
1-JAN-06	\$8.70	\$8.85	\$9.00	\$9.25	\$9.70	\$10.00

SECOND COOK (LEAD HAND)

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$9.50	\$9.65	\$9.83	\$10.45	\$10.81	\$11.20
1-JAN-05	\$9.70	\$10.10	\$10.45	\$10.81	\$11.20	\$11.60
1-JAN-06	\$9.95	\$10.15	\$10.50	\$10.90	\$11.50	\$11.90

FIRST COOK

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
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POSITION VACANT/INOPERATIVE, DUTIES ASSUMED BY KITCHEN SERVICES COORDINATOR AMONGST OTHER DUTIES.

KITCHEN SERVICES COORDINATOR

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$13.50	\$14.25	\$14.45	\$14.80	\$15.00	\$15.25
1-JAN-05	\$14.40	\$14.50	\$14.70	\$15.05	\$15.30	\$15.60
1-JAN-06	\$14.40	\$14.70	\$14.90	\$15.10	\$15.60	\$16.00

NATIONAL DEFENCE HEADQUARTERS EXPRESSMART EMPLOYEES
RATES OF PAY

CLERK CASHIER

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$8.35	\$8.50	\$8.65	\$8.80	\$8.95	\$9.30
1-JAN-05	\$8.55	\$8.75	\$8.95	\$9.10	\$9.25	\$9.50
1-JAN-06	\$8.75	\$8.95	\$9.10	\$9.30	\$9.50	\$9.90

GENERAL LABOURER (VACANT)

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$8.35	\$8.50	\$8.65	\$8.80	\$8.95	\$9.30
1-JAN-05	\$8.55	\$8.75	\$8.95	\$9.10	\$9.25	\$9.50
1-JAN-06	\$8.75	\$8.95	\$9.10	\$9.30	\$9.50	\$9.90

SENIOR CASHIER

	START	3 MTHS	12 MTHS	24 MTHS	36 MTHS	48 MTHS
1-JAN-04	\$9.00	\$9.25	\$9.40	\$9.73	\$10.07	\$10.42
1-JAN-05	\$9.25	\$9.55	\$9.75	\$10.10	\$10.45	\$10.90
1-JAN-06	\$9.50	\$9.80	\$10.00	\$10.40	\$10.75	\$11.25

4)