

AGREEMENT

BETWEEN

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

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: OPERATIONAL CATEGORY AND  
ADMINISTRATIVE SUPPORT CATEGORY (ALL EMPLOYEES)

**CANADIAN FORCES BASE SUFFIELD**

EXPIRY DATE:

**31 MARCH 2010**

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## **PART I – GENERAL PROVISIONS**

### **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 Public Service Alliance of Canada, hereinafter referred to as the Union, and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The parties to this Agreement share a desire to improve the quality and to increase the efficiency of the services provided and to promote the well being of the employees.

### **ARTICLE 2 – INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement, effective September 1<sup>st</sup> 2008:
- (a) “Full-time employee” means an employee who has completed his/her probationary period and is employed on a continuing basis for twenty seven (27) or more hours per week.
  - (b) “Part-time employee” means an employee who may be employed on a continuing basis but works less than twenty seven (27) hours per week and more than thirteen and one-third ( $13 \frac{1}{3}$ ) hours per week.
  - (c) “Probationary employee” means a new employee who is carrying out the tasks of a full time or part time employee but has not been granted full time or part time status. The probationary period shall not exceed three (3) months, which may be extended by up to two (2) months in the event that the employee’s evaluation is unsatisfactory upon conclusion of the original probationary period.
  - (d) “Term Employee” means an employee who is carrying out the tasks of a full-time or part-time employee but who is hired on a temporary basis for a term of at least three (3) months but not more than eighteen (18) months for the purpose of:
    - (i) replacement of permanent employees who are on leave with or without pay, or,
    - (ii) short-term assignments, or,
    - (iii) non-recurring work.

### **ARTICLE 3 – STATE SECURITY**

- 3.01 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 4 – MANAGERIAL RIGHTS AND RESPONSIBILITIES**

- 4.01 The Union recognizes and acknowledges that the Employer has, and shall retain, the exclusive right and responsibility to manage its operation in all respects including, but not limited to, the following:
- (a) to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate; and
  - (b) to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline 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.
- 4.02 Such rights will not be exercised in a manner inconsistent with the express provisions of this Agreement and shall be exercised in a reasonable manner.

## **ARTICLE 5 – LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

## **PART II – UNION SECURITY AND STAFF RELATIONS MATTERS**

### **ARTICLE 6 – RECOGNITION**

- 6.01 The Employer recognizes the Public Service Alliance of Canada, certified by the Public Service Labour Relations Board on 15 December, 2006, as exclusive Bargaining Agent for all employees of the Staff of the Non-Public Funds, Canadian Forces, employed at the Canadian Forces Base Suffield, save those above the rank of supervisor.
- 6.02 The parties also recognize the order of the Public Service Labour Relations Board dated 5 February 2007, declaring that the position of Human Resources Assistant at CFB Suffield is excluded from the Bargaining Unit by virtue of being a managerial or confidential position.

### **ARTICLE 7 – INFORMATION, STATEMENT OF DUTIES AND EMPLOYEE FILES**

#### **7.01 Information to Union**

The Employer agrees to supply the Union, including the Local, quarterly, with the name, classification and employment status of each bargaining unit employee. This would

include notice concerning new employees, employees whose employment has terminated, and employees who are on approved leave with or without pay.

7.02 In the interest of good labour relations the Employer shall inform the Local President of the creation of any new bargaining unit positions or the elimination of existing bargaining unit positions. The Employer will make every effort to inform the Union President before the creation or elimination is actioned.

7.03 Information For Employees

- (a) The Employer agrees to supply each employee and all new employees with a copy of the Collective Agreement within one (1) month after receipt from the printer;
- (b) On commencing employment, new employees shall also be provided by the Employer with an Employer's orientation package referencing additional policies applying to NPF employees and a union orientation package as provided by the union.

7.04 Statement of Duties

Upon written request, an employee shall be provided in writing with a complete and current statement of duties and responsibilities of his/her position including the positions classification level and rating.

7.05 Employee Files

Upon written request made by an employee to the Human Resources Office the employee file of that employee shall be made available once per calendar year for his or her examination in the presence of an authorized representative of the Employer.

**ARTICLE 8 – CHECK-OFF**

8.01 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 Union from the pay of all full-time and part-time employees in the bargaining unit.

The appropriate proportionate deductions will be made on a bi-weekly basis.

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

8.02 For the purpose of applying clause 8.01, deductions from pay for each employee in respect of each month will start with the first pay period during the first full calendar month of employment to the extent that earnings are available.

8.03 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.

8.04 The Employer agrees to remit dues together with a list of employees from whom deductions have been made to the Union and the Local at its mailing address by the

fifteenth (15<sup>th</sup>) day following the end of each calendar month, except for circumstances beyond the Employer's control.

8.05 The total Union dues deducted will appear on the T-4 forms.

### **ARTICLE 9 – APPOINTMENT OF REPRESENTATIVES**

- 9.01 The Employer acknowledges the right of the Union to appoint employees as representatives.
- 9.02 The Employer and the 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.
- 9.03 The Union shall notify the Employer promptly and in writing of the names and jurisdiction of its representatives.

### **ARTICLE 10 – LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES**

- 10.01 A representative shall obtain the permission of his/her manager through his/her immediate supervisor, before leaving his/her work to investigate issues that lie within the jurisdiction agreed to at Article 9, to meet with Management for the purpose of dealing with grievances and to attend meetings called by Management. Such permission will not be unreasonably withheld. The representative shall report back to his/her manager or immediate supervisor, where practicable, before resuming his/her normal duties.
- 10.02 A representative will not receive pay for time spent performing the tasks outlined in clause 10.01 above during their regular scheduled time off.
- 10.03 When operational requirements permit, the Employer will grant leave without pay to a maximum of four (4) employees for the purpose of attending negotiation meetings, conciliation board or arbitration tribunal meetings concerning the Non-Public Funds employees at CFB Suffield and/or to undertake training related to the duties of an elected representative or steward.
- 10.04 The Employer agrees that accredited officials of the Union may be granted access to the Employer's premises upon request and following the consent of the Base Commander or his/her delegate. Such approval shall not be unreasonably withheld.
- 10.05 The Union's meetings shall be held outside the hours of work of the employees and outside the premises of the Employer. However, the Employer may permit the Union to use the Employer's premises outside the hours of work of the employees for conducting its meetings, where refusal to grant permission would make it difficult for the Union to convene a meeting. The Union shall ensure the orderly and proper conduct of its members who attend such meetings on the Employer's premises and agrees to be responsible for leaving facilities in good order after use.

## **ARTICLE 11 – BULLETIN BOARDS**

- 11.01 The Employer agrees to provide adequate space on new or existing bulletin boards for the use of the Union to post notices of interest to its members.
- 11.02 The posting of notices regarding Union meetings, names of representatives, social and recreational events will not require the approval of the Employer.

## **ARTICLE 12 – CONSULTATION**

- 12.01 The Employer and the Union recognize that consultation and communication on matters of mutual interest outside the terms of the Collective Agreement should promote constructive and harmonious Employer-Union relations.
- 12.02 It is agreed that the following matters will be the subject of consultation at the national level:
- (a) Group Life Insurance
  - (b) Optional Life Insurance
  - (c) Group Health Insurance
  - (d) Long Term Disability Insurance
  - (e) Group Pension
  - (f) Dental Insurance
- 12.03 The Employer agrees that the benefits mentioned in clause 12.02 above will not be reduced as a result of the signing of this Agreement.

## **ARTICLE 13 – LABOUR MANAGEMENT RELATIONS COMMITTEE**

- 13.01 The parties recognized that a forum for ongoing discussions during the term of the Agreement can promote more harmonious labour relations between them.
- 13.02 A Labour Management Relations Committee shall be appointed consisting of equal representation of Bargaining Unit employees and Management representatives. A Bargaining Unit employee and a Management representative shall be designated as co-chairperson for each meeting. The terms of reference shall be established by the Committee.
- 13.03 Time spent by the Bargaining Unit employee representatives in attending the committee meetings shall be considered to be time worked.
- 13.04 The committee members can discuss any topics of mutual interest and concern which are related to their employment relationships, but the discussions do not constitute negotiations for the purpose of amending the Collective Agreement, and the committee meetings cannot deal with the adjustment of grievances.
- 13.05 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and the Union.
- 13.06 Committee meetings shall normally be scheduled every three (3) months, except when the parties agree the meetings are not necessary or additional meetings are required.



## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

14.01 Disciplinary measures are intended to be corrective rather than punitive in nature. They should serve to:

- (a) correct an employee's misconduct by deterring similar acts of misconduct in the future; and
- (b) motivate that employee to observe required standards of conduct. Discipline including suspension and/or discharge shall only be imposed for just cause.

### **14.02 Failing to Report to Work**

An employee who fails to report for duty for four (4) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **14.03 Discipline, Suspension and Discharge Application**

Before disciplinary action can be taken against an employee:

- (a) there must have been an incident or act calling for a reaction,
- (b) there must be proof of the employee's involvement in the incident or commission of the act, and
- (c) the employee must be aware of the grounds for the laying of a charge taken against him/her and be given an opportunity to present his/her version of the facts (with union or other representation, if requested).

14.04 All employees subject to discipline, suspension or discharge must be provided with written notice of discipline, suspension, or discharge, and a copy shall be provided to the Local Union President. The written notice must state;

- (a) the reasons for the discipline, suspension or discharge;
- (b) the effective date of the discipline, suspension or discharge; and
- (c) what arrangements will be made regarding financial entitlements as a result of the discipline, suspension or discharge.

14.05 Any preliminary investigation into the alleged misconduct of an employee shall be initiated without unreasonable delay, i.e., normally within three working days of the day on which the offence is discovered or, if the employee is absent, within three (3) working days from returning to work.

- 14.06 (a) Discipline, suspension and discharge shall only be for just cause. Failure to draw unsatisfactory behaviour promptly to an employee's attention may be construed as condonation of that behaviour and may prejudice any contemplated disciplinary action.
- (b) New NPF employees may be released during the probationary period for cause. Failure to draw unsatisfactory behaviour promptly to an employee's attention may be construed as condonation of that behaviour and may prejudice any contemplated administrative or disciplinary action.

- 14.07 No less than two working days prior to the disciplinary hearing, the employee and his/her representative, if any, shall be given the notice of disciplinary hearing outlining the charges against him/her.
- 14.08 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed if there was no further disciplinary action recorded during the two (2) years.

#### **ARTICLE 15 – CASH AND STOCK SHORTAGES**

- 15.01 It is the responsibility of the Employer to provide secure facilities for the storage of cash and stock.
- 15.02 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.
- 15.03 A grievance arising out of the reimbursement of cash shortages pursuant to clause 15.01 and 15.02 above may be referred to adjudication if needed. 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.

#### **ARTICLE 16 – GRIEVANCE PROCEDURES**

- 16.01 The purpose of any grievance procedure is to maintain good relations between employees, the Union and the Employer at all levels. The grievance procedure helps to do this by providing a method of resolving complaints quickly and fairly.
- 16.02 The grievance procedure includes 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 Union. If the employee is not satisfied with the result of such discussions, a formal grievance may then be presented.
- 16.03 A three-level grievance procedure is provided to employees. The Employer will post on the bulletin boards, the positions of the officials designated by the Employer to handle each of the three (3) levels of the Grievance Procedure. The Union is to be supplied with copies of said postings.
- 16.04 Subject to and as provided in Part 2 of the *Public Service Labour Relations Act* as may be amended from time to time, an employee who feels aggrieved by the interpretation or application of the Collective Agreement or Arbitral Award, or by any matter, action or lack of action by the Employer affecting the terms and conditions of his/her employment, other than a matter arising from the classification process is entitled to present a grievance in the manner prescribed in this Article except that;
- (a) where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with his/her specific complaint, such procedure must be followed; and

- (b) where the grievance relates to the interpretation or application of the Collective Agreement or an Arbitral Award, he/she is not entitled to present the grievance unless he/she has the approval of and is represented by the Union.

16.05 Subject to and as provided in Part 2 of the *Public Service Labour Relations Act* as may be amended from time to time, the Union may present a group grievance on behalf of a group of employees who feel aggrieved by the interpretation or application, common in respect of those employees, of this Collective Agreement or Arbitral Award other than a matter arising from the classification process, in the manner prescribed in this Article. Where there is another administrative procedure provided by or under any Act of Parliament, other than the *Canadian Human Rights Act*, to deal with the specific complaint, such procedure must be followed.

16.06 An employee, or the Union on behalf of a group of employees, 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 and security of Canada.

16.07 An employee, or the Union on behalf of a group of employees, 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 NPF Human Resources Office.

16.08 An employee has the right to be represented by a Union 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.

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

16.10 An employee, or the Union on behalf of a group of employees, 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.

Any levels in the grievance procedure, except the final level, may be by-passed by the mutual consent of the Employer, the employee/group of employees and the Union representative.

16.11 An individual or a group grievance shall be presented:

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

after the day on which the employee/group of employees are notified orally or in writing, or where the employee/group of employees are not so notified, after the day on which

the employee/group of employees became aware of the action or circumstances giving rise to the grievance.

- 16.12 When an employee, or the Union on behalf of a group of employees, is not willing to accept the response to a grievance submitted to the first or second level and wish to submit the grievance to the final level, this must be done within ten (10) days after the date on which the response was conveyed to the employee or the Union on behalf of a group of employees in writing by the Employer.
- 16.13 When an employee or the Union on behalf of a group of employees does not receive a response to the grievance within fifteen (15) days, the employee or the Union on behalf of a group of employees is entitled to submit the grievance to the next higher level.
- 16.14 The Employer shall reply to an employee's/group of employees' 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.
- 16.15 The time limits stipulated in the grievance procedure may be extended by mutual agreement between the Employer, the grievor(s) and the Union representative.
- 16.16 In determining the time within which any action is to be taken in the grievance procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 16.17 An employee or the Union on behalf of a group of employees may abandon a grievance at any stage in the process by written notice to the officer who is designated to receive and to reply on behalf of the Employer at Level One (1) of the grievance process.
- 16.18 An employee or the Union on behalf of a group of employees who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless in the opinion of the Employer it was not possible for the employee/ Union to comply with the prescribed time limits.
- 16.19 Where an employee or the Union on behalf of a group of employees 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 or group of employee's satisfaction, they may refer the grievance to adjudication in accordance with the provisions of the *Public Service Labour Relations Act* and Regulations, as may be amended from time to time.
- 16.20 When a grievance that may be presented to adjudication is a grievance relating to the interpretation or application in respect of him/her of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Union 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.

#### Harassment and discrimination grievance

- 16.21 The Employer and the Union recognize that an employee may file a grievance alleging that the terms and conditions of his/her employment have been affected by

discrimination on any prohibited ground, as defined in the *Canadian Human Rights Act*, or harassment, as defined in the Employer's harassment policy.

- 16.22 In the event that an employee chooses to grieve discrimination or harassment, the grievance shall be submitted immediately to the third and final level of the Employer's grievance process. Notwithstanding the timelines set forth in this article, the Employer shall reply to a grievance regarding discrimination or harassment within ninety (90) days after the grievance is presented.
- 16.23 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination or harassment. The selection of the mediator will be by mutual agreement.

#### **ARTICLE 17 – HEALTH AND SAFETY**

- 17.01 The Employer will continue to make provisions for the Occupational Safety and Health of Employees.
- 17.02 The Employer and the Union agree that the provisions on Part II of the *Canada Labour Code*, as may be amended from time to time, apply for the purposes of Occupational Safety and Health.
- 17.03 The Employer shall not require an employee to work under unsafe conditions.
- 17.04 Members who are selected by the Union to attend health and safety meetings, called by the Employer shall be paid for all such time under the terms of the collective agreement.

#### **ARTICLE 18 – PROTECTIVE CLOTHING, UNIFORMS AND FOOTWEAR**

- 18.01 Where the Employer requires an employee to wear a uniform, the Employer shall issue, without charge, sufficient uniforms for that employee, including protective clothing. The Employer agrees to replace uniforms as required at its discretion to maintain the professional appearance of its staff.
- 18.02 Employees agree to keep their uniforms clean and presentable and not to wear their uniforms outside of the workplace when not travelling to or from the workplace. Where the Employer requires an employee to wear a uniform and where the Employer requires that uniform to be dry cleaned, the Employer will pay the cost of the dry cleaning. Furthermore, the Employer shall pay for the cleaning of the uniforms before they are handed on to new employees.
- 18.03 The Employer shall provide a sufficient number of parkas without charge to employees for use in the following workplaces:  
Warehouse;  
Gas Bar;  
Receiving Area, and  
Freezers.
- 18.04 An annual allowance of seventy-five dollars (\$75.00) shall be provided to those employees who are required to wear safety footwear, under the provisions of Part II of the *Canada Labour Code*, as may be amended from time to time. This allowance shall be payable once per year on presentation of proof of purchase.

18.05 In the case where the employee has not used his/her annual allowance of seventy-five dollars (\$75.00), the allowance can only be carried over to the following year to a maximum of one hundred and fifty dollars (\$150.00).

### **ARTICLE 19 – REST ROOMS**

19.01 The Employer agrees to provide adequate rest rooms to employees. Employees shall cooperate with the Employer in keeping the rest rooms tidy and the Employer shall be responsible for the general maintenance and cleanliness of the rest rooms.

### **ARTICLE 20 – HARASSMENT**

20.01 The Employer and the Union recognize that the Employer has a policy and guidelines regarding the prevention of harassment as defined under the *Canadian Human Rights Act* (including sexual harassment) as a form of discrimination prohibited under that *Act*. This policy protects the rights of employees to work in an environment free from such harassment as defined under the *Canadian Human Rights Act* and confirms that harassment will not be tolerated in the workplace.

20.02 An employee who has concerns regarding harassment may either file a harassment complaint in accordance with the provisions of the Employer's harassment policy and guidelines or file a grievance in accordance with the relevant provisions of Article 16.

20.03 In accordance with the Employer's harassment policy and guidelines, at the request of a complainant or respondent to a harassment complaint and subject to the requirements of the *Access to Information Act* and *Privacy Act*, the Employer shall provide the complainant and/or respondent with an official copy of the harassment complaint investigation report.

20.04 The Employer and the Union recognize that this Article does not create any substantive rights outside of those created in the Employer's policy and that the terms of the Employer's harassment policy and guidelines, dated 12 May 2006, as agreed to by UNDE, do not form part of this agreement. The Employer confirms its intention to maintain a harassment policy and consult with UNDE regarding any amendments to the policy. A copy of the revised policy will be provided to PSAC and UNDE.

## **PART III – WORKING CONDITIONS**

### **ARTICLE 21 – HOURS OF WORK**

21.01 (a) Operational Category

The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week. A week will include a period of seven (7) consecutive days starting at 0000 hours Monday and ending the following Sunday at 2400 hours.

(b) Administrative Support Category

The normal hours of work for employees performing office work outside the CANEX operational facilities shall not exceed seven and one-half (7 ½) hours in a day and thirty-seven and one-half (37 ½) hours in a week.

- 21.02 A work schedule shall be posted on the appropriate bulletin board showing the scheduled working hours for each employee covered by this Agreement for the following week. The Schedule shall be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week shall apply, however the rescheduling shall not adversely affect an employee's entitlement under clause 21.04. After Thursday no changes in schedule for the following week shall be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee shall be given notice as far in advance as possible.
- 21.03 Provided sufficient advance notice is given in writing and with the approval of the Employer or his/her delegate, employees may exchange shifts. The Employer and the Union agree that there shall be no increase in cost to the Employer or changes in employee status as a consequence of any shift exchanges.
- 21.04 Once in every two (2) week period and at the discretion of the Employer or his/her delegate, employees shall be scheduled two (2) consecutive days off, which shall be either a combination of Friday - Saturday, Saturday - Sunday or Sunday - Monday. Upon written request of an employee and with the approval of the Employer and consultation with the Union this provision may be rendered void for a specific period of time. At the discretion of the Employer, employees who normally work between Friday and Monday shall have their two (2) consecutive days off scheduled on combinations of days other than the above.
- 21.05 If an employee is scheduled to work in accordance with clause 21.04 above and he/she reports to work and there is no work available, he/she shall be paid a minimum of three (3) hours pay at his/her regular rate.
- 21.06 Nothing in this Agreement shall be construed as guaranteeing an employee minimum or maximum hours of work.
- 21.07 Additional hours which become available will be offered first to Bargaining Unit employees in their job title in their outlet, on an equitable basis among those employees who are readily available and who have the qualifications, experience, ability and skill to perform the work. The Employer or his/her delegate may first attempt to distribute additional hours in such a way that it will not result in an additional cost to the Employer, and will not conflict with existing schedules. The distribution of additional hours will not result in a change of status of the employee. Available additional hours are those hours which become available due to scheduled or unscheduled absences of Bargaining Unit employees or changes in operational requirements.
- 21.08 Provided that they are available to work the hours required, employees shall not be scheduled to work fewer hours than less senior employees in the same job title and in the same outlet.
- 21.09 All work schedules shall be written in ink or in a computerized format.

21.10 No employee shall be required to work a new shift unless a minimum of eight (8) hours has passed since the previous day's work period ended unless otherwise mutually agreed.

21.11 Wash-Up time

Where the Employer determines there is a clear-cut need, wash-up time, up to a maximum often (10) minutes will be permitted immediately before the end of a work day.

21.12 Rest Periods and Meal Periods

(a) Each employee shall be granted a rest period of fifteen (15) minutes during each working period of three point seven five (3.75) hours or more. Such rest periods shall not be allocated within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) rest periods in a seven and one-half (7 ½) or an eight (8) hour work day as applicable.

(b) With the approval of the Employer or his/her delegate an employee who is not granted a rest period as a result of operational requirements shall be compensated at his/her regular rate of pay in addition to any other remuneration he/she may be entitled to.

(c) Employees working six (6) consecutive hours are entitled to an unpaid meal period of not less than thirty (30) minutes, and no more than sixty (60) minutes. The meal period shall be scheduled as close to the mid-point of the work period as possible.

Except in those operations, which normally employ only one person, the meal periods shall be uninterrupted.

(d) The meal and rest periods in operations that employ only one (1) person shall remain as per past practice unless changes are mutually agreed upon.

For greater certainty, past practice means that at the Employer's discretion, an employee may:

1. take the meal or rest periods;
2. be paid for the meal period at the applicable rate of pay;
3. be paid for the rest period at the regular rate of pay; or
4. be granted equivalent compensatory time off at the employee's regular rate of pay

(e) Upon written request of an employee where the employee has obtained the Union's concurrence, and with the approval of the Employer, this provision may be rendered void for a specific period of time.

21.13 Major Storm and Any Unforeseen Occurrences

Work stoppages caused by a major storm or any unforeseen occurrences will be compensated as follows:

(a) Employees advised by the Employer not to report to work will be paid for the scheduled work hours at the regular rate of pay; and



- (b) Employees who are at work and are sent home by the Employer will be paid for the balance of the scheduled shift at the regular rate of pay.

#### 21.14 Variable Hours for Administrative Category Employees

- (a) Notwithstanding the provisions of clause 21.01, upon the written request of an employee and the approval of the Employer, an employee may complete the weekly hours of employment in a period of other than seven and one-half (7 ½) hours in a day and thirty-seven and one-half (37 ½) hours in a week provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) days, the employee works an average of and thirty-seven and one-half (37 ½) hours per week.
- (b) In every fourteen (14), twenty-one (21) or twenty-eight (28) days, the employee shall be granted days of rest on such days as are not scheduled as a normal work day for the employee.

#### 21.15 Terms and Conditions Governing the Administration of Variable Hours of Work

Notwithstanding anything 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.

21.16 For greater certainty, the following provisions shall be administered as provided herein:

- (a) **Overtime** shall be compensated for all work performed in excess of an employee's scheduled hours of work at time and one half (1 ½). Overtime shall be compensated on days of rest in accordance with sub-articles 22.01 (b) and (c).
- (b) **Leave:** Earned leave credits, other leave entitlements and designated holidays shall be equal to seven decimal five (7.5) hours per day. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

#### 21.17 Variable Schedules

- (a) The scheduled hours of work of any day shall be set forth in a variable schedule and may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.
- (b) Such schedules shall provide an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (c) Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

## **ARTICLE 22 – OVERTIME**

22.01 When an employee is required to work in excess of the normal hours of work stipulated in clause 21.01, he/she is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked by him/her at the rate of time and one-half (1 ½) except as provided in (a), (b) and (c) following:

- (a) double time (2X) for all overtime worked in excess of eight (8) overtime hours on the normal working day;
- (b) double time (2X) for all overtime worked in excess of eight (8) consecutive overtime hours on a day of rest; and
- (c) double time (2X) for overtime on the second and subsequent days of rest provided that these days of rest are contiguous with the first day of rest.

For the purpose of overtime when an employee is compensated for a designated holiday, this shall be considered as time worked.

Employees placed in acting positions in accordance with clause 29.05 of this Agreement shall be compensated for overtime as per Article 22. Overtime must be approved in advance.

22.02 Overtime shall be compensated in money except where, on request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay within sixty (60) days of the overtime worked. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

22.03 Overtime shall be offered first on an equitable basis among those employees who are readily available in the outlet which requires the work, provided the employee has the qualifications, experience, ability and skill to perform the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who has the qualifications, experience, ability and skill to perform the work.

### **22.04 Premium Pay**

- (a) Hours worked between 6:00 PM and midnight on Christmas Eve (December 24) Christmas Day and on New Year's Eve (December 31) and New Years Day shall be compensated at two (2) times the employee's regular hourly rate.
- (b) No employee will be required to work more than six (6) consecutive days in any work schedule.

### **22.05 Overtime 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 their previous shift shall be reimbursed for one (1) meal in the amount of nine dollars and fifty cents (\$9.50) except where meals are provided by the Employer. Reasonable time, to be determined by the Employer shall be allowed the employee in order that the employee may take an unpaid meal break either at or adjacent to the employee's place of work.

## **ARTICLE 23 – CALL-IN AND CALL-BACK**

23.01 When an employee who is not scheduled to work that day is called in and reports to work he/she shall receive a minimum of three (3) hours pay at his/her applicable rate of pay. The employee is entitled to overtime pay at the applicable rate if total hours worked in the work week exceeds thirty-seven and one-half (37 ½) hours for administrative support employees or forty (40) hours for operational employees.

23.02 If an employee who has completed his/her scheduled hours in a day is called back to work and returns to work, he/she shall be entitled to a minimum of three (3) hours pay at one and one half (1½) times his/her regular rate of pay, provided that the period worked by the employee is not contiguous to the employee's normal hours of work and he/she was not notified of such overtime requirement prior to completing his/her last period of work. The employee is entitled to overtime pay at the applicable rate if total hours worked in the day exceeds seven and one-half (7 ½) hours for administrative support employees or eight (8) hours for operational employees.

## **ARTICLE 24 – SENIORITY**

### 24.01 Definitions

- (a) Seniority for full-time employees shall be defined as total length of continuous full employment in the Bargaining Unit;
- (b) Seniority for part-time employees shall be defined as total length of continuous part-time employment in the Bargaining Unit;
- (c) Probationary employees shall have no right under (a) and (b) above under the seniority provisions of this agreement until the conclusion of the probationary period as specified in clause 2.01(c) of this Agreement, at which time an employee's seniority shall date back to his/her first day of continuous employment;
- (d) Outlets The seniority of an employee with regards to layoff, recall from layoff or any other provision set out in this Article shall be by outlet. The Operational Category Bargaining Unit shall be divided into the following operations called outlets:

CANEX SuperMart  
Crowfoot Officer's Mess  
Crowfoot WO's and Sgt's Mess  
Crowfoot JR Ranks Mess  
Base Officer's Mess  
Base WO's and Sgt's Mess  
Base JR Ranks Mess  
Jubilee Arms  
Base Central Warehouse  
Fitness and Recreation Centre  
Library  
Little Gopher's Pre-School

- (e) Lay-off shall be defined as a reduction in the work force or a change in status from full-time to part-time.

24.02 An employee will lose their seniority rights under this Agreement and their service will be terminated if the employee:

- (a) voluntarily leaves his/her employment with the Employer;
- (b) is discharged for just cause;
- (c) has been laid-off for a continuous period of twelve (12) months;
- (d) has been laid-off and is recalled to work and fails to return to work or to give in writing valid reasons for his/her inability to do so within five (5) working days of the date he/she had been requested by the Employer, in writing by registered mail, to return to work. In order to be eligible for recall from lay-off the employee must provide the Employer with his/her current mailing address and telephone number;
- (e) overstays a period of leave granted by the Employer in accordance with Articles 26, 27, and/or 28 of this Agreement without securing an extension of such leave; or
- (f) is absent from work for more than three (3) working days without securing leave in accordance with Articles 26, 27, and/or 28 of this Agreement without producing evidence of a valid reason satisfactory to the Employer. It is understood and agreed that this Article does not permit or sanction any absences without reasons satisfactory to the Employer.

24.03 In matters of lay-off, recall after lay-off, and reduction of full-time employee to a part-time employee, the principle of seniority in the outlet shall be recognized by the Employer, provided the senior employee has the qualifications experience, ability, and skill to do the job required.

24.04 Vacancies created by the departure of an employee, reclassification of a position or the creation of a new position will be filled accordingly:

- (a) The vacancy shall be offered first, on the basis of seniority, to any employee on the layoff list of the outlet concerned provided he/she is of the same classification of the vacant position or higher and provided he/she has the necessary qualifications, experience, ability, and skill to do the job required.
- (b) If the vacancy cannot be filled in accordance with clause 24.04 (a) above, a notice of competition shall be posted for five (5) working days on notice boards and interested employees shall apply in writing to the responsible officer named in the poster. An employee in the outlet where the vacancy occurs shall be given first opportunity to fill the position provided he/she has the qualifications, experience, ability and skill to do the job required. Where the Employer determines that there is more than one (1) employee in the outlet concerned with equal qualifications to fill the vacancy, the more senior employee will be given preference.
- (c) If the vacancy cannot be filled in accordance with clause 24.04 (b) above then an employee in the Bargaining Unit shall be given first opportunity to fill the position provided he/she has the qualifications, experience, ability and skill to do the job

required. Where the Employer determines there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy, the more senior employee will be given preference.

(d) Following the foregoing if there is no qualified applicant, the Employer may appoint any person it desires to fill the position.

- 24.05 If, at any time within sixty (60) days of being awarded the job in accordance with clause 24.04 above, the employee requests to be returned to his/her former job or the employee cannot satisfactorily perform the job, he/she shall be returned to his/her former position or a similar position and former wage rate without loss of seniority.
- 24.06 Only an employee who applied for a competition and was not selected at the stage in the process outlined in clause 24.04 above at which he/she entitled to be considered may submit a grievance regarding the competition. The grievance must be submitted at the first level of the grievance procedure within the ten (10) working days following the day on which the employees were advised of the name of the successful candidate.
- 24.07 When a full-time employee is laid-off due to lack of work and there is part-time work available in the Bargaining Unit, if the full-time employee so requests, he/she shall be given preference to work such part-time work if he/she is able and qualified to perform such work. He/She shall be paid at the hourly rate of pay of the job title of the part-time work. A full-time employee who works part-time hours in accordance with this Article will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given 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.
- 24.08 Within sixty (60) days of the signing of this Collective Agreement a separate seniority list for full-time and part-time employees shall be posted in outlets for a period of three (3) weeks in accordance with clause 24.01 above. The seniority date for each employee shall be considered correct if no objection is made within three (3) weeks of the first day of the posting of the initial list on which the employee's name appears. The Employer shall provide the Local with revised seniority lists semi-annually.
- 24.09 In this Article, the Employer is to be the judge of ability and qualifications but agrees that such decisions will not be made in an arbitrary or discriminatory manner.

## **ARTICLE 25 – DESIGNATED HOLIDAYS**

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

New Year's Day  
Good Friday  
Easter Monday  
Sovereign's Birthday (Victoria Day)  
Canada Day  
First Monday in August  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

**Boxing Day**

One additional holiday when proclaimed by an Act of Parliament as a National Holiday

- 25.02 There shall be no payment for designated holidays which occur within a period of leave without pay.
- 25.03 The method of granting designated holidays varies when a full-time employee is employed either in a continuous or a non-continuous operation. The definition of continuous operation which would apply to employees is any operation or service normally carried on without regard to Sundays or public holidays. This would include, but not be limited to, Messes, operational military fitness requirements, recreational activities, food services and the CANEX SuperMart.
- 25.04 When a full-time employee is engaged in a continuous operation, and is entitled to a holiday on which he/she is required to work, the following applies:
- (a) The employee shall be paid, in addition to his/her regular rate of pay for that day, at one and one half (1 ½) times his/her regular rate of pay for the time worked by him/her on that day; or
  - (b) The employee shall be paid at one and one half (1 ½) times his/her rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to his/her annual vacation or at a time convenient to him/her and the Employer.
- 25.05 When a full-time employee is engaged in a non-continuous operation and entitled to a holiday the following applies:
- (a) When a holiday falls on a day that is a non-working day for a full-time employee, the employee is entitled to and shall be granted a holiday with pay at some other time. This may be by way of an addition to his/her annual vacation or granted as a holiday with pay at a time convenient to him/her and his/her Employer. Except that, when New Year's Day, Canada Day, Remembrance Day, Christmas Day or Boxing Day falls on a Sunday or Saturday that is a non-working day, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the designated holiday.
  - (b) A full-time employee who is required to work on a day on which he/she is entitled to a holiday with pay shall be paid in addition to his/her regular rate of pay for that day, at one and one half times (1 ½) his/her regular rate of pay for the time worked by him/her on that day.
- 25.06 A full time employee shall be paid for holidays mentioned in clause 25.01 above unless they are absent on their scheduled day prior to or following the holiday subject to the following:
- (a) Employees who are sick on either days mentioned in clause 25.01 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 for Union business not in excess of two weeks on either of the days mentioned in clause 25.01 above shall be paid for the holiday.

- 25.07 A full-time employee is not entitled to pay for a designated holiday that occurs in his/her first thirty (30) calendar days of employment with the Employer, if the employee does not work on that day, but if he/she is required to work on the designated holiday he/she shall be paid at a rate at least equal to one and one-half (1 ½) times his/her regular rate of pay for the time worked by him/her on that day.
- 25.08 A full-time employee who is required to work on a designated holiday shall be paid his/her holiday pay if entitled as per clause 25.06 above and one and one-half (1 ½) times his/her hourly rate for the first eight (8) hours worked by him/her on that day and two (2X) times his/her hourly rate of pay for all hours worked thereafter.
- 25.09 When a full time employee works on a holiday following a day of rest on which he/she also worked and received overtime in accordance with clause 25.08 of this Agreement, he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday, two (2X) times his/her hourly rate of pay for all time worked.
- 25.10 Upon completion of thirty (30) days of employment, part-time employees shall be paid four percent (4%) of gross regular earnings as designated holiday pay every pay period. If a part time employee works on a designated holiday, the employee will be paid at the rate of one and half (1 ½) times their rate of pay for the hours worked on that day.

## **PART IV – LEAVE PROVISIONS**

### **ARTICLE 26 – VACATION LEAVE**

26.01 Full-time employees are 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:

<b><u>Continuous Full Time Employment</u></b>	<b><u>Entitlement</u></b>
In the 1 <sup>st</sup> year of continuous full time employment	- 10 working days
In the 2 <sup>nd</sup> to 7 <sup>th</sup> year of continuous full time employment	- 15 working days
In the 8 <sup>th</sup> to 15 <sup>th</sup> year of continuous full time employment	- 20 working days
In the 16 <sup>th</sup> to 18 <sup>th</sup> year of continuous full time employment	- 22 working days
In the 19 <sup>th</sup> to 26 <sup>th</sup> year of continuous full time employment	- 25 working days
In the 27 <sup>th</sup> to 29 <sup>th</sup> year of continuous full time employment	- 27 working days
In the 30 <sup>th</sup> and subsequent years continuous full time employment	- 30 working days

**NOTE:** Calculations shall be based on the anniversary date of employment of the employee.

26.02 In lieu of paid vacation leave, part-time employees are entitled to and shall be paid the following vacation pay at each bi-weekly pay period:

<b><u>Service</u></b>	<b><u>Entitlement</u></b>
In the 1 <sup>st</sup> year of part time employment	four percent (4%) of gross earnings

In the 2 <sup>nd</sup> to 7 <sup>th</sup> year of continuous part time employment	six percent (6%) of gross earnings
In the 8 <sup>th</sup> to 15 <sup>th</sup> year of continuous part time employment	eight percent (8%) of gross earnings
In the 16 <sup>th</sup> to 18 <sup>th</sup> year of continuous part time employment	eight point eight percent (8.8%) of gross earnings
In the 19 <sup>th</sup> to 26 <sup>th</sup> year of continuous part time employment	ten percent (10%) of gross earnings
In the 27 <sup>th</sup> to 29 <sup>th</sup> year of continuous part time employment	ten point eight percent (10.8%) of gross earnings
In the 30 <sup>th</sup> and subsequent years of continuous part time employment	twelve percent (12%) of his/her gross annual pay in lieu of vacation

26.03 Upon written request, a part-time employee shall be granted time off without pay for vacation purposes based on the vacation entitlement in accordance with Article 26.01. For purposes of vacation scheduling, Article 26.09 and 26.10 will apply to part-time employees, and in cases where operational requirements dictate it is agreed that full-time employees will have preference over part-time employees.

26.04 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Suffield may count his/her previous continuous part-time employment at CFB Suffield towards full-time vacation entitlement as follows:

- (a) Less than five (5) years of continuous part-time service — one half (½) of the previous service.
- (b) Five (5) or more years of continuous part-time service — all of the previous service. Calculations shall be based on the anniversary date of employment of the employee.

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

26.06 A full time employee is entitled to vacation leave with pay to the extent of his/her earned credits.

26.07 Under normal circumstances, employees are required to take vacation leave in the year in which it is earned to the extent of their earned vacation credits.

26.08 An employee shall give the Employer at least fourteen (14) calendar days notice in writing regarding the actual dates on which he/she wishes to take his/her vacation, if the period of vacation is in excess of five (5) days.

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

26.10 When a vacation request has been approved by the Employer it cannot be displaced by a subsequent request by an employee with more seniority.



- 26.11 An employee is entitled to be informed, upon request, of the balance of his/her vacation entitlement.
- 26.12 Subject to operational requirements, the Employer may schedule the Saturday prior to the commencement of an employee's vacation period as the employee's Saturday off in that four (4) week period.
- 26.13 Where, in respect of any period of vacation leave with pay, an employee is granted sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 26.14 Vacation leave shall not be accumulated from year to year. However, it is realized that occasionally vacation leave cannot be taken in the year it is earned because of illness, job requirements or other exceptional circumstances. In such cases vacation leave 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. The Employer may authorize carry-over of vacation leave not exceeding one year's entitlement.
- 26.15 On termination of employment or death, the employee or his/her estate is entitled to any vacation pay owed to him/her in respect to any prior completed year of employment and vacation pay for any portion of the year completed at the time of termination at his/her current wage.

#### **ARTICLE 27 – SICK LEAVE**

- 27.01 All full-time employees who have completed their probation period are entitled to up to seventeen (17) weeks sick leave at full pay.
- 27.02 The following conditions govern the entitlement to sick leave:
- (a) The employee must contact his/her immediate supervisor prior to or at the beginning of his/her regular starting time on the first day of absence, indicating the reason for the absence and the expected date of return.
  - (b) A medical certificate signed by a doctor must be provided for each absence in excess of four (4) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that he/she is advised that he/she is required to produce a medical certificate before he/she returns to work. Prolonged or frequent illnesses may require additional certificates at the expense of the Employer, from the employee's doctor or a doctor mutually agreed upon.
  - (c) Maternity leave and related disabilities are excluded from the sick leave plan.
  - (d) The employee's full sick leave benefits are reinstated after they have returned to work for thirty (30) calendar days for the same disability or for five (5) continuous working days if the disability is for a new cause.
- 27.03 Notwithstanding the above provisions, an employee converting from part-time to full-time status at CFB Suffield may count his/her previous continuous part-time employment at CFB Suffield towards sick leave entitlement as follows:
- (a) Less than five (5) years of continuous part-time service — one half ( $\frac{1}{2}$ ) of the previous service, e.g., four (4) years part-time equals two (2) years full-time; and

- (b) Five (5) years or more of continuous part-time service — all of the previous service, e.g. six (6) years part-time equals six (6) years full-time.

## **ARTICLE 28 – OTHER LEAVE**

### **Maternity, Parental and Adoption Leave**

28.01 Any employee who has completed six (6) months of continuous service with the Employer has the right to leave without pay as follows:

- (a) An employee who provides the Employer with a qualified doctor's certificate attesting that she is pregnant is entitled up to seventeen (17) weeks of leave beginning at the earliest eleven (11) weeks before the estimated termination date of her pregnancy, and ending at the latest seventeen (17) weeks after the date of delivery.
- (b) Where an employee has or will have the actual care and custody of a newborn child or adopts a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-five (35) weeks, commencing, as the employee elects:
  - (i) in the case of a female employee, on the expiration of any leave of absence taken for maternity purposes, or on the day the child is born or comes into her care and custody;
  - (ii) in the case of a male employee, on the expiration of any leave of absence granted to the mother for maternity leave, or on the day the child is born or comes into his actual care and custody.
- (c) This leave may be taken at any time in the fifty-two (52) weeks following the time the child is born or is placed in the adoptive parents home.
- (d) Where the employee's child is born with or contracts a condition that requires hospitalization within the period defined in (a) and (b) above and the employee returns to work during all or part of any periods during which the newborn is hospitalized the employee may resume the leave to the extent provided in (a) and (b) above provided that the leave does not end later than one hundred and four (104) weeks after the child is born or comes into the care of the employee.
- (e) An employee may elect to use earned vacation and compensatory leave credits immediately preceding or following the periods of leave outlined in 28.01 (a) and (b).
- (f) The aggregate amount of parental leave and adoption leave that may be taken by two NPF employees for childcare responsibilities will not exceed thirty-five (35) weeks.
- (g) Every employee is to give at least four (4) weeks notice in writing to the Employer of the intent to take leave pursuant to clause 28.01 and of any change in length of leave intended to be taken.
- (h) An employee returning from leave provided pursuant to clause 28.01 shall be reinstated into the position occupied at the time the leave commenced, or if the position no longer exists, in a comparable position in the same location, with not

less than the same wages and benefits. If during the period of leave, the salary and benefits of the group to which the employee belongs are changed as a result of a reorganization, and/or renewal of the Collective Agreement, the employee is entitled upon return from leave to receive the same salary and benefits that the employee would have received had 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 occurred.

- (i) Leave granted under this clause shall be counted as "service" for purposes of benefits in the Agreement. This shall not apply where an employee terminates employment immediately following leave pursuant to clause 28.01.
- (j) The employee shall, along with the request for maternity or parental leave without pay, notify the Employer in writing of the options concerning the pension and group insurance benefits. If these benefits are to be continued, arrangements will be made for the employee to make the necessary contributions. If an employee elects to continue her pension and/or group insurance benefits during maternity leave, the Employer will continue to pay its applicable share of the premiums and contributions. If an employee elects to continue their pension and/or group insurance benefits during parental leave, he/she will be responsible for both the employee and Employer share of the premiums.

### **Maternity Leave Allowance**

28.02 An employee 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:

- (a) After completion of six (6) months continuous employment, an employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to Section 22 of the *Employment Insurance Act*, as may be amended from time to time, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan;
- (b) An employee who receives the allowances shall be required to return to work for a period of ten (10) working days on the date of expiry of maternity leave unless the date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this Agreement; and
- (c) Should the employee fail to return to work the employee is indebted to the Employer for the full amount of the two (2) week allowance and the fifteen (15) week top-up allowance.

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

28.03 The Employer shall grant family related leave with pay to full-time employees under the following circumstances:

- (a) up to one (1) day to take a dependent family member for medical or dental appointments, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent 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;
- (b) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee's immediate family;
- (c) to an employee, one (1) days leave with pay for the needs directly related to the birth of an employee's child. This leave may be divided into two (2) separate periods and granted on separate days;
- (d) to an employee, one (1) days 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.
- (e) The total leave with pay, which may be granted under clause (a), (b), (c) and (d) above shall not exceed five (5) working days in any fiscal year.

28.04 For the purposes of this clause, family is defined as spouse (or common-law spouse, resident with the employee), dependant children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's home or with whom the employee permanently resides.

### **Bereavement Leave**

28.05 An employee will be given leave for five (5) days immediately following the death of a member of his/her immediate family and for one (1) day in the case of a distant relative. In addition, he/she may be granted up to two (2) days leave with pay for the purpose of travel related to the death.

28.06 For the purpose of this Article, immediate family will comprise anyone of the following: spouse (including common-law spouse), brother or sister, mother or father, father-in-law or mother-in-law, son or daughter and grandparents, grandson or granddaughter or any relative permanently residing in the employee's home or with whom the employee permanently resides; and distant relatives will be any of the following: brother-in-law or sister-in-law, son in-law or daughter-in-law and spouse's grandparents.

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

28.08 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may,

after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clause 28.05 above.

### **Court Leave With Pay**

28.09 In the event an employee is required by subpoena to attend as a witness in any proceeding held:

- (a) in or under the authority of a court of justice or before a grand jury;
- (b) before a court, judge, justice, magistrate or coroner;
- (c) before the Senate or House of Commons 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 witnesses before it; or
- (e) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

the Employer agrees to make up the difference, if any, between the amount paid him/her for witness fees and the amount he/she would have earned had he/she worked on the day he/she was required to appear as a witness. When an employee is summoned under the circumstances described above, he/she shall notify his/her Employer as soon as possible. Where practical, an employee is required to return to work for the remainder of the day or days when dismissed by counsel or the third party.

### **Jury Duty**

28.10 In the event an employee is summoned for jury duty, the Employer agrees to make up the difference, if any, between the amount paid him/her for jury services and the amount he/she would have earned had he/she worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and where practical fails to report back to work, or if jury 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.

### **Compassionate Care Leave**

28.11 An employee is entitled to a leave of absence, without pay of up to eight (8) weeks to provide care or support to a member of their family who is gravely ill with a significant risk of death within twenty-six (26) weeks.

- (a) For the purposes of this provision, family member is defined as child or the child of a spouse or common-law partner; wife or husband or common law partner; father or mother; father's wife or mother's husband, if the father or mother, as applicable, has remarried; common-law partner of father or mother, if there has been no remarriage.

- (b) When requesting compassionate care leave without pay, the employee must provide a certificate from a qualified medical practitioner indicating that the member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and that he/she needs a family member to provide for psychological comfort or emotional support; arrange for care by a third party care provider; or directly provide or participate in the care.
- (c) An employee returning from compassionate care leave shall be reinstated into the position occupied at the time the leave commenced, or in a comparable position in the same location, with not less than the same pay and benefits. If during the period of leave, the pay and benefits of the group to which the employee belongs are changed, the employee is entitled, upon return from leave, to receive the same pay and benefits that the employee would have received had he/she been working when the change occurred. An employee on leave will be notified in writing if such a change took place.
- (d) Length of service continues to accrue during absences of compassionate leave.
- (e) An employee shall, along with the request for compassionate care leave, notify NPF in writing of the options concerning the pension and group benefits coverage. An employee on compassionate leave may continue group benefits coverage provided the employee pays his/her share of contributions; NPF shall continue to pay its share of contributions.

**NOTE:** With respect to the Compassionate Care Leave, the employee may also be eligible to receive an Employment Insurance (EI) benefit for a six (6) week period, commencing after a two-week waiting period.

### **Work Related Illness and Injury Leave**

- 28.12 (a) An employee will not be dismissed, suspended, laid-off, demoted or disciplined because of absence from work due to work-related illness or injury. Such employee will be subject to wage replacement payments equal to those provided for under *Alberta Workers' Compensation legislation*.
- (b) The Employer shall either reinstate, where reasonably practicable, an employee as soon as possible after having received a physician's certificate stating that the employee is fit to return to work or assign such employee in another position having terms and conditions of employment that will accommodate any workplace restrictions mandated by a physician, should one be available at that time. Should a position not be available at that time, the employee will be entitled to be laid off in accordance with the provisions of Article 24.
- (c) Length of service continues to accrue during absences for work-related illness or injury.
- (d) An employee may continue group benefits coverage provided that he/she continues his/her share of contributions. The Employer shall continue to pay its share of contributions.

### **Leave of Absence Without Pay**

28.13 An employee may be granted leaves of absence without pay provided he/she receives permission in advance from the Employer in writing. Such leave of absence will not be unreasonably withheld. Under no circumstances shall any leave of absence be approved for a period in excess of six (6) months. With the exception of leave without pay for Union activities, an employee will not continue to accrue length of service or seniority during periods of leave without pay in excess of two (2) weeks. While on leave without pay an employee will not be eligible for any of the benefits provided for in this agreement, with the exception of the pension and group insurance benefits. An employee on leave without pay may continue his/her pension and group insurance benefits in which case the employee will be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to his/her former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

**NOTE:** Leave of absence without pay shall be granted only after the employee has used up his/her vacation leave credits, including any accumulated vacation leave.

### **Leave Entitlement For Part-Time Employees**

28.14 Part-time employees shall be entitled to the benefits provided under this Agreement regarding Paid Holidays, Maternity, Paternity and Adoption Leave (Child Care), Bereavement Leave, Leave of Absence Without Pay, Jury Duty and Court Leave in the same proportion as their weekly hours of work compare with the weekly hours of work of full-time employees.

## **PART V – PAY AND DURATION**

### **ARTICLE 29 – PAY ADMINISTRATION**

29.01 Employees are entitled to be paid for services rendered at a rate of pay specified in the Pay Schedule of Appendix 'A' for the classification of the position to which they are appointed.

29.02 When a new job is created within the Bargaining Unit with duties and rate of pay which differs from existing jobs, the Employer will promptly inform and discuss with the Bargaining Agent the wage level to be established for the new job and the job duties involved. The job will be evaluated in accordance with the NPF Job Evaluation Program by the Job Evaluation Committee. The rate of pay for the job will be as per the applicable pay level in Appendix "A".

29.03 If an employee feels that their job has changed significantly in a way that may affect the pay level of their job, they can make a written request to the Employer that their job be submitted to the Job Evaluation Committee for review. If the Employer determines that the employee's job has changed significantly in a way that may affect the pay level of the employee's job, the employee's job will be submitted to the Job Evaluation Committee for review.

29.04 An employee recalled from layoff in accordance with the relevant provisions of Article 24 of this agreement, to a classification with a lower rate of pay than the rate of pay of his/her former classification, shall be paid the rate of pay specified in Appendix "A" for the applicable classification of the lower position. Notwithstanding the foregoing, the employee will retain the seniority of his/her former classification for six (6) months from the date he/she was placed on the layoff list of the outlet concerned.

**29.05 Acting Pay**

- (a) When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit, he/she shall be paid as if he/she has been appointed to that higher classification level for that period from the first (1<sup>st</sup>) day. In such instances the employee shall be paid at the step of the higher classification that is at least ten percent (10%) above their regular rate of pay or at the top step of the higher classification if it is less than ten percent (10%) above their regular rate of pay.
- (b) When an employee is appointed, in writing, by the Employer to temporarily perform the duties of an Employee outside the Bargaining Unit, he/she shall be paid at his/her regular rate plus an additional twenty percent (20%) for that period from the first (1<sup>st</sup>) day.

29.06 An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

29.07 An employee shall not have his/her rate of pay reduced by reason of a change in the classification of his/her position that is caused other than by the employee him or her self.

**Training Allowance**

29.08 Employees instructed by the Employer to attend and who attend a training session not contiguous with their normal hours shall be paid a minimum of three (3) hours pay. In the event that the training session is either cancelled or is less than three (3) hours duration, the employee may be required to perform work associated with his/her duties to achieve the three (3) hour minimum. Where the Employer conducts training sessions with its employees, this time shall be considered as time worked.

**ARTICLE 30 – SEVERANCE PAY**

30.01 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 the employee's control are:

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



### **30.02 Severance Pay Entitlements**

Severance pay entitlements for employees shall be two (2) weeks' compensation for the first year of continuous service and one (1) week's compensation for each additional full year of continuous service, up to a maximum of twenty-eight (28) weeks.

30.03 Continuous service means the duration of uninterrupted NPF employment within the bargaining unit.

30.04 For the purposes of this article, the 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.

30.05 Notice or pay entitlement in lieu of notice:

- (a) probationary employee: 2 weeks; and
- (b) full or part-time employees: 1 month.

30.06 A full-time employee who is reduced to part-time status in accordance with clause 24.07 of this Collective Agreement will retain seniority as a full-time employee for twelve (12) months. At the end of this period the full-time employee will be given the choice of accepting severance pay and termination of employment or of converting to part-time status with the maintenance of all length of service rights accrued both as a full-time and part-time employee.

30.07 If an employee is laid off for one of the reasons cited in clause 30.01 above and unless the employee waives his/her right to employment recall, none of the benefits outlined in this section, including the return of pension contributions, are to be paid for a period of twelve (12) months.

### **ARTICLE 31 – RECORD OF EMPLOYMENT**

31.01 The Employer acknowledges its obligations to prepare and distribute a Record of Employment on a form prescribed by Human Resources and Social Development Canada upon the termination of employment, in accordance with provisions of the *Employment Insurance Act* and its regulations, as amended.

### **ARTICLE 32 – COMMUTING ALLOWANCE**

32.01 The Employer shall pay a commuting allowance rate in the following manner:

- (a) The commuting allowance will be payable to all employees commuting to work from outside the HQ area for each day they work.
- (b) The HQ area is defined as the area within a sixteen kilometre (16 km) radius from the CFB Suffield Administration area.
- (c) For the purposes of calculating the commuting allowance, the sixteen kilometre (16 km) radius of the HQ area will be subtracted from the total distance travelled by the employee.
- (d) For the purposes of calculating the commuting allowance, the distance from Medicine Hat to CFB Suffield is calculated as fifty kilometres (50 km).

- (e) For the purposes of calculating the commuting allowance, the distance from Redcliff to CFB Suffield is calculated as forty kilometres (40 km).
- (f) The rate to be paid per eligible kilometre will be the commuting allowance rate (CAR) for NPF employees at CFB Suffield and subject to amendment.
- (g) Effective 01 October 2007, the CAR is fifteen cents per kilometre (\$0.15/km).
- (h) Commuting allowance will be paid bi-weekly.
- (i) For the purposes of the commuting allowance the maximum distance between the employee's residence and CFB Suffield is fifty kilometres (50km). Employees living further than fifty kilometres (50 km) from CFB Suffield will not be reimbursed for travel beyond that distance.

and

- (j) During the life of the Collective Agreement, if the Treasury Board Commuting Allowance kilometric rates change, the CAR will be adjusted appropriately.

- EXAMPLE:**
- i. Each working day, a Medicine Hat employee travels 50 km to and from work = 100 km
  - ii. Subtract HQ radius (16 km) each way = 32 km
  - iii. Eligible daily total km is 68 km (100 km - 32 km)
  - iv. Multiply eligible daily total (68 km) by CAR = daily commuting allowance for each day the employee works.

### **ARTICLE 33 – DURATION OF AGREEMENT**

33.01 This Collective Agreement shall expire on March 31<sup>st</sup> 2010.

33.02 Unless expressly specified, the effective date for collective agreement provisions will be 25<sup>th</sup> June 2008.

## **PART VI – GENERAL PROVISIONS PERTAINING TO THE COLLECTIVE AGREEMENT**

### **ARTICLE 34 – GENERAL**

#### **Official Texts**

34.01 Both the English and French texts of this Agreement are official. In cases of conflicting language between the English and French texts, the English text will be used.

#### **Publication of Agreement**

34.02 It is agreed and understood that the Employer and the Union will incur the cost of publishing the Collective Agreement on an alternate basis. The cost of publishing this Agreement will be borne by the Employer.

**APPENDIX A  
RATES OF PAY**


<b>CURRENT</b>					
Pay Band	Start	12 Month	24 Month	36 Month	
1	\$8.35	\$8.63	\$8.88	\$9.16	
2	\$8.67	\$8.93	\$9.22	\$9.50	
3	\$8.92	\$9.25	\$9.49	\$9.81	
4	\$9.61	\$9.88	\$10.22	\$10.53	
5	\$10.85	\$11.17	\$11.54	\$11.86	
6	\$11.29	\$11.65	\$12.02	\$12.38	
7	\$13.56	\$14.60	\$15.66	\$16.71	
8	\$15.81	\$16.28	\$16.82	\$17.33	
9	\$17.55	\$17.67	\$17.97	\$18.27	
10	\$18.74	\$19.30	\$19.88	\$20.47	
<b>EFFECTIVE 1 APR 07</b>					
Pay Band	Start	12 Month	24 Month	36 Month	
1	\$9.60	\$9.74	\$9.88	\$10.13	\$10.41
2	\$9.92	\$10.05	\$10.18	\$10.47	\$10.75
3	\$10.17	\$10.34	\$10.50	\$10.74	\$11.06
4	\$10.86	\$11.00	\$11.13	\$11.47	\$11.78
5	\$11.85	\$12.01	\$12.17	\$12.54	\$12.86
6	\$12.29	\$12.47	\$12.65	\$13.02	\$13.38
7	\$14.56	\$15.08	\$15.60	\$16.66	\$17.71
8	\$16.81	\$17.05	\$17.28	\$17.82	\$18.33
9	\$18.55	\$18.61	\$18.67	\$18.97	\$19.27
10	\$19.74	\$20.02	\$20.30	\$20.88	\$21.47
<b>EFFECTIVE 1 APRIL 08</b>					
Pay Band	Start	12 Month	24 Month	36 Month	
1	\$10.40	\$10.54	\$10.68	\$10.93	\$11.21
2	\$10.72	\$10.85	\$10.98	\$11.27	\$11.55
3	\$10.97	\$11.14	\$11.30	\$11.54	\$11.86
4	\$11.66	\$11.80	\$11.93	\$12.27	\$12.58
5	\$12.65	\$12.81	\$12.97	\$13.34	\$13.66
6	\$13.09	\$13.27	\$13.45	\$13.82	\$14.18
7	\$15.36	\$15.88	\$16.40	\$17.46	\$18.51
8	\$17.61	\$17.85	\$18.08	\$18.62	\$19.13
9	\$19.35	\$19.41	\$19.47	\$19.77	\$20.07
10	\$20.54	\$20.82	\$21.10	\$21.68	\$22.27
<b>EFFECTIVE 1 APRIL 09</b>					
Pay Band	Start	12 Month	24 Month	36 Month	
1	\$10.76	\$10.91	\$11.05	\$11.31	\$11.60
2	\$11.10	\$11.23	\$11.36	\$11.66	\$11.95
3	\$11.35	\$11.53	\$11.70	\$11.94	\$12.28
4	\$12.07	\$12.21	\$12.35	\$12.70	\$13.02
5	\$13.09	\$13.26	\$13.42	\$13.81	\$14.14
6	\$13.55	\$13.73	\$13.92	\$14.30	\$14.68
7	\$15.90	\$16.44	\$16.97	\$18.07	\$19.16
8	\$18.23	\$18.47	\$18.71	\$19.27	\$19.80
9	\$20.03	\$20.09	\$20.15	\$20.46	\$20.77
10	\$21.26	\$21.55	\$21.84	\$22.44	\$23.05

## PAY NOTES

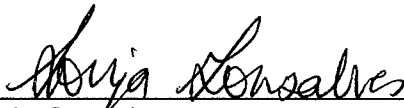
- 1) The wage increases retroactive to April 1, 2007 will be paid to any persons employed by the Employer in the retroactive period, even if they are no longer employed by the Employer.
- 2) Any employee whose rate of pay is above the top step increment will not have their current pay reduced but will retain their current rate of pay until the top step increment on the pay grid for their job level exceeds their rate of pay; at this point, the rate of pay for those employees will increase to the closest rate on the grid.

SIGNED at Suffield, Alberta and Ottawa, Ontario, this 17<sup>th</sup> day of OCTOBER, 2008.

**STAFF OF THE NON-PUBLIC FUNDS,  
CANADIAN FORCES, CFB Suffield**

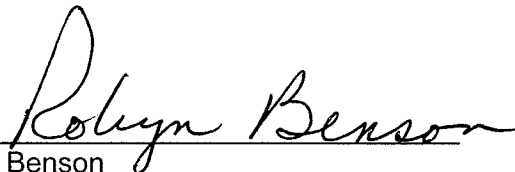


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D. E. Martin  
Brigadier-General  
Chief Executive Officer,  
Staff of the Non-Public Funds, Canadian Forces

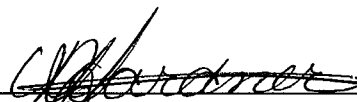


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Sonja Gonsalves  
Labour Relations Officer

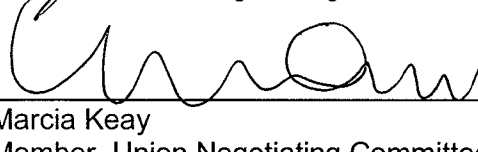
**THE PUBLIC SERVICE  
ALLIANCE OF CANADA**



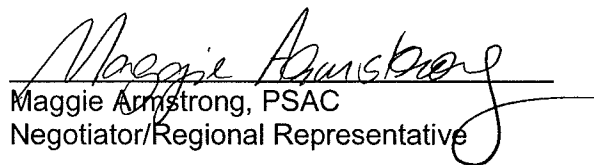
\_\_\_\_\_  
Robyn Benson  
PSAC Regional Executive Vice President



\_\_\_\_\_  
Karen Gardner  
Member, Union Negotiating Committee



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Marcia Keay  
Member, Union Negotiating Committee



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Maggie Armstrong, PSAC  
Negotiator/Regional Representative

