



AGREEMENT

BETWEEN

CANADIAN FORCES BASE AT BAGOTVILLE
NPF ADMINISTRATIVE SUPPORT
AND OPERATIONAL CATEGORY
(ALL EMPLOYEES)

AND

THE PUBLIC SERVICE ALLIANCE
OF CANADA

EXPIRY DATE: 28 FEBRUARY 1987

SOURCE	CFB		
EFF.	86	10	02
TERM.	87	02	28
ACREEMENT	No. OF EMPLOYEES		37
BETWEEN	NOMBRE D'EMPLOYES		37

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

AND

PUBLIC SERVICE ALLIANCE OF CANADA

GROUP: ADMINISTRATIVE SUPPORT AND
 OPERATIONAL CATEGORY (ALL EMPLOYEES)

CANADIAN FORCES BASE AT BAGOTVILLE

EXPIRY DATE: 28 FEBRUARY 1987

CODE 138AB/1/85

OCT 31 1986

04435(01)
~~642 77-005-09~~

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1 - PURPOSE OF AGREEMENT	1
2 - RECOGNITION	1
3 - INTERPRETATION & DEFINITIONS	1
4 - STATE SECURITY	2
5 - MANAGERIAL RIGHTS	2
6 - FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT	3
7 - CHECK-OFF	3
8 - APPOINTMENT OF REPRESENTATIVES	4
9 - LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES	4
10 - SAFETY	5
11 - HOURS OF WORK	5
12 - OVERTIME	7
13 - LENGTH OF SERVICE (SENIORITY)	8
14 - DESIGNATED HOLIDAYS	11
15 - VACATION LEAVE	13
16 - LEAVE GENERAL	15
17 - GRIEVANCE PROCEDURES	19
18 - DISMISSAL AND SUSPENSION	22
19 - PAY	23
20 - CONSULTATION	24
21 - PART-TIME EMPLOYEES	24
22 - BULLETIN BOARDS	24
23 - REST ROOMS	25

<u>ARTICLE</u>	<u>PAGE</u>
24 - STATEMENT OF DUTIES AND INFORMATION	25
25 - UNIFORMS	25
26 - GENERAL	26
27 - DURATION OF AGREEMENT	26
APPENDIX A - PAY SCALES ADMINISTRATIVE SUPPORT	27
APPENDIX B - PAY SCALES OPERATIONAL CATEGORY	28

ARTICLE 1

PURPOSE OF AGREEMENT

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

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

ARTICLE 2

RECOGNITION

2.01 The Employer recognizes the Public Service Alliance of Canada certified by the Public Service Staff Relations Board on 31 October 1984, as Bargaining Agent for all employees of the Employer in the Administrative Support category and 15 November 1984 for all employees in the Operational category employed at the Canadian Forces Base at Bagotville, in Quebec save and except managers.

ARTICLE 3

INTERPRETATION AND DEFINITIONS

3.01 For the purpose of this Agreement:

- a. Full-Time Employee means an employee who has completed his probationary period and is employed on a continuing basis for 27 or more hours per week.
- b. Probationary Employee means a new employee who is carrying out the tasks of a full-time or part-time employee but has not been granted full-time or part-time status. The probationary period shall not exceed:
 - (1) supervisory - three (3) months;
 - (2) non-supervisory - two (2) months.
- c. Part-Time Employee means an employee who may be employed on a continuing basis but work less than 27 hours per week. Notwithstanding the abovementioned definitions, the status of an employee shall not change when he is required to occupy a position on a temporary or acting basis.

ARTICLE 4

STATE SECURITY

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

ARTICLE 5

MANAGERIAL RIGHTS

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

- a. to plan, direct and control operations; to determine methods, processes, equipment and other operating matters; to determine the location of facilities and the extent to which these facilities or parts thereof shall operate;
- b. to direct the working forces including the right to decide on the number of employees, to organize and assign work, to schedule shifts and maintain order and efficiency, to discipline employees including suspension and discharge for just cause;

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

5.02 New employees on probation may be discharged and shall have no recourse to grievance and adjudication procedures.

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

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7

CHECK-OFF

7.01 subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues established by the Bargaining Agent from the pay of all employees in the bargaining unit.

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

7.02 For the purpose of applying Article 7.01, deductions from pay for each employee in respect of each month will start with the first full calendar month of full-time and part-time 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 Bargaining Agent at its mailing address by the fifteenth (15th) day following the end of each calendar month. The Employer agrees to remit to local 583 a monthly list of the employee's full name, classification, work location and date of hire of all new employees hired during the month in question.

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

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

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

8.01 The Employer acknowledges the right of the Bargaining Agent to appoint employees as representatives or alternate representatives. The bargaining agent agrees to exclude employees who are serving members of the Canadian Armed Forces and subject to the National Defence Act, Code of Service Discipline from any/all union offices.

8.02 The Employer and the Bargaining Agent shall determine the jurisdiction of each representative, having regard to the plan of organisation, the distribution of employees at the work place and the administrative structure implied by the grievance procedure.

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

ARTICLE 9

LEAVE FOR REPRESENTATIVES AND ACCESS TO PREMISES

9.01 A representative shall obtain the permission of his manager before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his manager before resuming his normal duties.

9.02 A union representative will not be paid for the time he spends investigating complaints outside his regular working hours unless he is required to do so by the Employer.

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

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

9.05 Following the consent of the Base Commander or his delegate, meetings of an urgent nature could be held during the hours of work on the Employer's premises.

ARTICLE 10

SAFETY

10.01 **The** Employer agrees to maintain reasonable provisions for the safety of its employees **and** prevention of accidents at work. The Employer further **agrees** to include in the agenda of the Non-Public Funds ~~employer/~~ employee relations ~~committee~~ all aspects of the occupational health **and** safety program. **The** purpose of the program **is to** eliminate hazards at the **source**.

10.02 It is the responsibility of the employee to observe the safety **rules**, to wear and use safety equipment according to instructions and to immediately advise his supervisor of any unsafe working conditions in **accordance** with the established Safety program.

10.03 **The** Employer shall not require an employee to work under unsafe conditions. The Employer and the Bargaining Agent recognize that the Environment Standards **are** those issued **under** the Canada **Labour** Code **and** as interpreted by the Base Safety Officer.

10.04 **The** Employer shall **not** require an NPF employee to **engage** in a physical altercation to control the behaviour **of** a customer.

ARTICLE 11

HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) hours in a day and forty (40) hours in a week except for Administrative Support employees whose normal hours of work shall not exceed seven **and** a half (7½) hours in a day and thirty **seven and a half** (37½) hours in a week.

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

11.03 The regular work schedule, showing the hours of work for the following week for each employee covered by the collective agreement must be printed and posted on the appropriate bulletin board on Thursday of each week, where it will remain until the next change. If a revised schedule is not posted Thursday, the schedule for the previous week will apply. No changes in schedule for the following week will be made except where circumstances beyond the control of the Employer so require. Where such changes are necessary, employees affected will be given notice as far in advance as possible.

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

11.05 Subject to operational requirements employees will be granted two (2) consecutive days off, i.e., Friday and Saturday, Saturday and Sunday or Sunday and Monday.

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

11.07 The Employer will advise the local representative(s) of any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such changes, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the representative(s).

11.08 A new schedule in accordance with the application of Article 11.07 will be posted fifteen (15) calendar days before any general revision of employees' hours take place.

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

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

11.11 Rest Periods

a. Each employee shall be granted a rest period of fifteen (15) minutes during each half shift of not less than 3 hours. Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time.

b. Where shift duties or services are usually performed or provided by one person only, provisions regarding rest periods

continue to apply as per **past** practice unless they are amended by mutual agreement.

- c. An employee required to work a shift of four (4) hours or more shall be granted an unpaid meal break of not less than thirty (30) minutes but not more than ninety (90) minutes.
- d. Proposed changes to the current practices respecting meal times of mess employees at Canadian Forces Base Bagotville shall be the subject of consultation with the Union before they are implemented.
- e. Employees required to work shifts of more than five (5) consecutive hours shall be granted rest periods of fifteen (15) minutes after each two (2) hours of work performed.

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

11.13 Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of forty (40) hours per week. As part of the provisions of this Article, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him.

Notwithstanding any provisions to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

11.14 The status of an employee, as defined in Article 3 of this Agreement remains unchanged in accordance with the provisions of this Article.

ARTICLE 12

OVERTIME

12.01 When an employee is required to work in excess of eight (8) hours a day or forty (40) hours a week or in excess of seven and half (7½) hours

a day or thirty seven and a half (37½) hours a week for an Administrative Support employee, he shall be paid for the overtime at a rate of pay one and one-half times his regular rate of pay-

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

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

12.04 The Employer shall allocate overtime hours to employees with the most seniority on an equitable basis among the qualified employees of the outlet concerned.

ARTICLE 13

LENGTH OF SERVICE (SENIORITY)

13.01 Definition:

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

Administrative Support Category

- (1) Non-public Fund Section,
- (2) Exchange and Messes,
- (3) Library.

Operational Category

- (1) Grocery Store • Retail Store,
- (2) Canteens and **Snack** Bars,
- (3) **Messes** and Social Centre.
- (4) service station,
- (5) Cleaners.

13.02 The employee ~~will~~ lose his seniority rights under this agreement and his employment will be terminated if:

- a. he voluntarily leaves his employment with the Employer;
- b. he is discharged for cause;
- e. he has been laid-off **and** fails to return to work or to give valid reasons in writing for his inability to do so within three (3) working days of the date on which the Employer requests his return to work in writing by registered mail. To be eligible for future recall from lay-off, the employee shall provide the Employer with his current mailing address and telephone number;
- d. while **as** a full-time employee, he also accepts full-time employment with another Employer.

13.03 a. In the event Of a change of status of a full-time employee who becomes a part-time employee, in accordance with clause 13.04, recall from lay-off shall be by outlet; **and**

b. notwithstanding any other provision in this article, lay-offs and recalls from lay-off shall be by outlet.

13.04 **When** a full-time employee is laid off in accordance with Article 13.03 of this agreement, and a part-time position becomes vacant in the outlet, the employee will be **given preference** if he **applies** for the position on condition that he possesses the skills **and** qualifications needed to perform the work. If he accepts part-time employment, he will receive the hourly rate of pay established by the classification of the position concerned. A full-time employee who agrees to work part-time shall be kept on the recall list and shall be eligible for full-time employment for a period of six (6) months, in accordance with the provisions of this article.

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

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

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

13.08 Seniority of service shall not be deemed interrupted when an employee is absent from work because of maternity leave or lay-off. However, the period of time during which an employee is on leave without pay shall be deducted from his seniority unless the employee is on authorized leave without pay for a continuous period not exceeding thirty (30) days.

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

13.10 A full-time employee will be given preference over a part-time employee, if he has the experience, skill and qualifications needed to perform the work to the satisfaction of the Employer.

13.11 For the purposes of this Article, the Employer shall decide whether an employee possesses the skills and qualifications required. Such decisions will be made in accordance with the recommendations of a selection board. Selection boards shall be headed by the Base Personnel Services Officer or his representative or the Non-Public Funds Personnel Officer.

- 13.12
- a. A full-time employee who has been granted part-time employee status, in accordance with Article 13.04, shall retain full-time employee seniority for a period of six (6) months. If, at the end of six (6) months he is still a part-time employee, he will automatically become a part-time employee and his Seniority will be calculated from the first day of continuous employment in the bargaining unit.
 - b. Part-time employees selected by the Employer for full-time positions will not be given credit for their seniority accumulated as part-time employees, except for leave credits specified in Article 15.16.
 - c. Notwithstanding the provisions of Articles 13.03 and 13.04, a part-time employee who fills a full-time position to replace an employee who is absent because of illness or on vacation or any other type of leave for a period of six (6) or more consecutive months shall become a full-time employee. Under such circumstances, the employee's length of service as a full-time employee shall be calculated from the first day of work in this position.
 - d. If a position is reclassified to a higher level, the incumbent of the position shall be reclassified to the new level as of the date of reclassification provided he has performed the duties of the position in a satisfactory manner for a period of six (6) months.

ARTICLE 14

DESIGNATED HOLIDAYS

14.01 As of 17 October 1985, there shall be eleven (11) designated holidays with pay as follows:

- a. New Year's Day.
- b. Good Friday.
- a. Easter Monday.
- d. Sovereign's Birthday.
- e. St John the Baptist Day.
- f. Canada Day.

- g. Labour Day.
- h. Thanksgiving Day.
- i. Remembrance Day.
- j. Christmas Day.
- k. Boxing Day.

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

14.03 The method of granting designated holidays varies when an employee is employed in a 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 Messes and the Expressmart.

14.04 When an employee is engaged in a continuous operation, and is entitled to a designated holiday on which he is required to work, the following applies:

- a. The employee shall be paid, in addition to his regular rate of wages for that day, at a rate at least equal to one and one-half (1½) times his regular rate of wages for the time worked by him on that day.
- b. Or, the employee shall be paid at one and one-half (1½) times his rate of pay for the hours worked on the designated holiday and be given a day off with pay at some other time which may be by way of addition to his annual vacation or at a time convenient to him and the Employer.

14.05 When an employee is engaged in a noncontinuous operation and entitled to a designated holiday the following applies:

- e. When a designated holiday falls on a day that is a non-working day for an employee, the employee is entitled to and shall be granted a day off with pay at some other time. This may be by way of an addition to his annual vacation or granted as a day off with pay at a time convenient to him and his 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 day off with pay on the working day immediately preceding or following the designated holiday.

- b. An employee who is required to work on a day on which he is entitled to a designated holiday with pay shall be paid, in addition to his regular rate of wages for that day, at a rate at least equal to one and one-half (1½) times his regular rate of wages for the time worked by him on that day.

14.06 Employees will not be paid for designated holidays mentioned in 14.01 unless they work their schedule day before and their scheduled day after the designated holiday, unless the absence is due to provable personal injury or illness.

14.07 No employee will be paid for a designated holiday on which he did not work if he has received more than fifteen (15) days' leave without pay within thirty (30) calendar days immediately preceding the designated holiday.

14.08 An employee is not entitled to pay for a designated holiday that occurs in his first thirty calendar days of employment with the Employer if the employee does not work on that day, but if he is required to work on the designated holiday he shall be paid at a rate at least equal to one and one-half (1½) times his regular rate of wage for the time worked by him on that day.

14.09 Part-time employees shall be paid for designated holidays according to the number of hours they would normally have been required to work if there had been no paid holiday, even if the designated holiday falls on a day of rest.

ARTICLE 15

VACATION LEAVE

(as of 17 October 1985)

15.01 Full-time employees are entitled to and shall be granted a paid vacation at the normal rate of wages for the period involved.

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

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

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

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

15.05 An employee shall give the Employer at least two (2) weeks notice in writing regarding the actual dates on which he desires to take his vacation if period of vacation request is in excess of four (4) days.

15.06 Vacation leave shall not be cumulative from year to year under normal circumstances.

15.07 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 the next vacation period with the approval of the Base Commander or his delegate. Applications for vacation carry-over shall be submitted in writing.

15.08 Upon request, the employee will be advised of annual leave credits remaining.

15.09 When any holiday as defined in 14.01 falls within the employee's paid vacation period the employee will be permitted to take one (1) extra day of Vacation with pay consecutive with his vacation for each designated holiday.

15.10 The normal vacation period shall commence on 1 March and end on 28 February of the following year.

15.11 The vacation schedule shall be posted every three (3) months starting 1 March. Vacation leave shall be granted on the basis of seniority in the Outlet. However, an employee may not use Seniority to displace the vacation of another employee whose vacation request has already been approved.

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

15.13 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 be reinstated for use at a later date.

15.14 Vacation pay will be issued to employees before they leave on vacation provided they make application two (2) weeks in advance.

15.15 Part-time employees shall be paid four percent (4%) of their yearly gross income as vacation pay on completion of one year of employment and they shall be paid six percent (6%) of their yearly gross income as vacation pay on completion of five (5) years of continuous employment.

15.16 The leave entitlement of an employee who has accumulated five (5) years of continuous part-time service and whose status changes from part-time to full-time will be calculated on the basis of the total years of service accumulated as a part-time and a full-time employee. A full-time employee who has less than five (5) years part-time service will be credited with one-half ($\frac{1}{2}$) his part-time service to his full-time seniority for the purpose of calculating his leave.

ARTICLE 16

LEAVE GENERAL

16.01 Sick Leave Plan

(a) All full-time employees who have completed their probation period are included in this plan.

(b) Sick leave benefits provide the employee with salary protection as follows:

3 months but less than 2 years	17 weeks at 66-2/3% of weekly salary
2 years but less than 5 years	First 4 weeks at 100% salary and salary and remaining 13 weeks at 75%
5 years but less than 7 years	First 9 weeks at 100% salary and remaining weeks at 75%
7 years but less than 10 years	First 13 weeks at 100% salary and remaining 4 weeks at 75%
10 years and over	17 weeks at 100% salary

The following conditions govern the entitlement to sick leave:

- (1) The employee must contact the immediate supervisor on the first day of absence indicating the reason for the absence and the expected date of return.
- (2) A certificate signed by a physician must be provided for each absence in excess of five (5) working days. However the Employer reserves the right to require an employee to produce a medical certificate for any period of illness provided he is asked for a certificate before he returns. Prolonged illness may require additional statements from the doctor; and
- (3) Maternity leave and related disabilities are excluded from the sick leave plan, except in the event of medical complications, on presentation of a medical certificate attesting to the complication and the incapacity of the employee to perform other duties. If the employee is able to perform other duties she will maintain her rate of pay and no other employees will be displaced as a result.
- (d) For the purposes of sick leave benefits calculations, the employee's full benefits are reinstated after a return to work for thirty (30) calendar days or for five (5) continuous working days if the disability is for a new cause. If the employee is affected by the same illness during the first thirty (30) days following the employee's return to work, it will be considered as a continuation of the original disability.

16.02 Maternity Leave

- a. (1) the pregnant employee who advises the Employer at least fifteen (15) weeks before the date upon which her pregnancy is expected to end and, subject to para (a) above ie, eleven (11) weeks before the date upon which the pregnancy is expected to end, is entitled to maternity leave without pay for a period ending no later than twenty-six (26) weeks following the termination of her pregnancy.
- (2) the Employer may:
 - (e) upon written request from the employee, defer commencement of maternity leave without pay or set the termination date of the pregnancy before the end of

- the twenty-six (26) weeks following the date of termination of pregnancy,
- (b) allow the employee to commence her maternity leave without pay more than eleven (11) weeks before the date upon which her pregnancy is expected to end, and
 - (c) when maternity leave without pay is requested, the Employer may require the employee to provide a medical certificate confirming her pregnancy,
- (3) severance pay and annual leave credits will not be affected by maternity leave granted in accordance to the article above.
- b. (1) the employee who has completed six (6) months of continuous employment and who provides the Employer with proof that she has submitted a request for Unemployment Insurance Benefits in accordance with Article 30 of unemployment Insurance Act (1971), and is declared eligible to such benefits, shall receive an allowance equivalent to the Supplementary Unemployment Insurance Benefit she is eligible to receive.
- (2) the employee wishing to receive such an allowance must agree with the Employer in writing to the following:
- (a) return to work and remain with the Employer for a period of at least thirty (30) days following her return, and
 - (b) to return to work on the termination date of her maternity leave, unless the Employer has agreed to extend the leave.
- (3) the employee who does not return to work in accordance with the written agreement will have to reimburse the Employer the full allowance.
- c. the employee on maternity leave is entitled to receive the following allowances in accordance with Unemployment Insurance Benefit Plan:
- (I) the equivalent of two (2) weeks unemployment insurance benefits.
 - (2) this allowance is payable as soon as the conditions enumerated above have been met.

16.03 Bereavement Leave

- (a) An employee will be given pay for three (3) days immediately following the death of a member of his immediate family and for one (1) day in the case of a distant relative. In addition he may be granted up to two (2) days leave with pay for the purpose of travel related to death.
- (b) For the purposes of this Agreement, immediate family will comprise anyone of the following: brother or sister, mother or father, father-in-law or mother-in-law, husband or wife, son or daughter and grandparents; and distant relatives will be any of the following: grandson or granddaughter, brother-in-law or sister-in-law, son-in-law or daughter-in-law.
- (c) Should the periods mentioned above contain one or more non-working days (for example, Sunday or day off), the employee may claim payment only for the actual days of work he will have missed.

16.04 Court Leave With Pay

The Employer shall grant leave with pay to an employee for the period of time he 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 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.

16.05 Jury Duty

In the event an employee is called for jury duty, the Employer agrees to make up the difference, if any, between jury duty pay and the

employee's weekly pay. The employee **must** notify his **manager** promptly when he is called.

16.06 Other Leave

An employee may be granted a leave of absence without pay **and** loss of length of service, upon **permission** from management being obtained in **writing**. Such leave of absence will **not** be unreasonably withheld. Under **no** circumstance shall any **leave** of **absence** continue in **excess** of six (6) months. **Insurance** premiums to be paid in full by the employee.

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

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

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

ARTICLE 17

GRIEVANCE PROCEDURES

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

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

17.03 A three-level grievance procedure is provided to employees. The first responding level will be determined by the **Base Commander** and posted on bulletin boards. The second level is the **Base Commander** or his delegate; **and** the final level is the **Minister of National Defence** or his delegate.

17.04 Subject to and as provided in Section 90 of the Public Service Staff Relations Act, an employee who feels that he has been treated **unjustly** or considers himself aggrieved by **any** **action** or lack of action by

the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 17.09 except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with his specific complaint, such procedure must be followed;

and

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

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

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

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

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

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

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

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

17.10 A grievance shall be presented by an employee:

(a) where it does not relate to disciplinary action resulting in discharge, not later than the twentieth (20th) day; and,

(b) where it relates to disciplinary action resulting in discharge, not later than the twenty-fifth (25th) day:

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

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

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

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

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

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

17.16 An employee may abandon a grievance at any 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.

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

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

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

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

ARTICLE 18

DISMISSAL AND SUSPENSION

18.01 Failing to Report to Work

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

18.02 Suspension and Dismissal

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

18.03 Dismissal and Suspension Grievance

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

ARTICLE 19

PAY

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

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

19.03 When an employee is required by the Employer to temporarily perform the duties of a higher classification for more than five (5) consecutive working days, he shall be paid as if he has been appointed to that higher classification level for that period.

19.04 When the regular payday of an employee falls on his day of rest, he shall be paid on the working day preceding the day of rest provided that his regular pay cheque is available for distribution.

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

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

19.07 All new probationary employees shall, effective the date of hiring, be paid the applicable rate of their respective job less ten percent (10%).

19.08 Notwithstanding article 19.07, all new employees shall be paid the federal or provincial minimum hourly rate of pay, whichever is higher, during their probationary period. Upon completion of their probationary period they shall receive their applicable job rate.

19.09 Should a new position be created in the Bargaining Unit, the Employer will thereupon notify the Bargaining Agent to discuss the pay level established for the new position and the duties attached thereto. After the position has existed for a trial period of thirty (30) working days, the pay rate will be discussed once again by the Employer and the Bargaining Agent. Should the two parties be unable to reach an agreement, the established rate will remain in effect until new negotiations are completed and the rate agreed upon through such negotiations will be retroactive to the date the position was established.

ARTICLE 20

CONSULTATION

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

20.02 It is agreed that the following matters will be the subject of consultation:

- (a) Group Life Insurance
- (b) Optional Life Insurance
- (c) Group Health Insurance
- (d) Long Term Disability Insurance
- (e) Group Pension
- (f) Dental Insurance

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

20.04 All matters of common interest will be subject to consultation at CFB Bagotville Non-Public Funds Employer/employee meetings.

ARTICLE 21

PART-TIME EMPLOYEES

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

ARTICLE 22

BULLETIN BOARDS

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

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

ARTICLE 23

REST ROOMS

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

ARTICLE 24

STATEMENT OF DUTIES AND INFORMATION

24.01 Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of **his** position. The position's classification level **and** rating will be provided when the classification process is completed.

24.02 Information to employees

The Employer agrees to provide each employee and all new employees with a copy of **the** Collective Agreement. He will endeavour to do **so** within **one** (1) month after receipt from the printer.

ARTICLE 25

UNIFORMS

25.01 Uniforms which the Employer requires shall be furnished and replaced to the employee by the Employer without **charge**. Where it has been past practice, the Employer also agrees to pay for the upkeep of the uniforms or clothing furnished to the employee.

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.

26.02 Official Texts

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

ARTICLE 27

DURATION OF AGREEMENT

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

27.02 This Agreement shall expire on 28 February 1987.

APPENDIX A

CFB BAGOTVILLE
PAY SCALES
ADMINISTRATIVE SUPPORT

1. This scale applies to new employees and only for the duration of this agreement:

<u>Level</u>	<u>Job Title</u>	<u>Hourly Pay (Oct 85)</u>
1	Librarian secretary (Officers' Mess)	\$4.00
2	Accounts Receivable Clerk Accounting Clerks secretaries	\$5.00

PAY NOTES:

Pay rates will be modified as follows:

1. For the period 1 March 1985 to 28 February 1986:
 - a. employees whose hourly rate of pay on 28 February 1985 was less than \$5.00 will receive a .30¢ an hour raise; and
 - b. employees whose hourly rate of pay on 28 February 1985 was \$5.00 or more will receive a .15¢ an hour raise.
2. For the period 1 March 1986 to 28 February 1987 the employees will receive a .22¢ an hour raise.

NOTE: For the purpose of Appendix A "employee" means employees who were on the payroll on the date of ratification.

APPENDIX B

CFB BAGOTVILLE
PAY SCALE
OPERATIONAL CATEGORY

1. This scale **applies** to new employees and only for the duration of this agreement;

<u>Level</u>	<u>Job Title</u>	<u>Hourly Pay (Oct 85)</u>
1	Guard Coatcheck Cleaner Waitress Cashier Cleaner Gas Pump Attendant (Part-time)	\$4.00
2	Short Order Cook Salesclerk/Cashier Gas Pump Attendant (Full-time) Bartender	\$4.20
3	Cook	\$4.50
4	warehouseman Cook Supervisor Head Bartender Bartender Supervisor	\$5.00

PAY NOTES

Pay rates will be modified as follows:

1. For the period 1 March 1985 to 28 February 1986:
 - a. employees whose hourly rate of pay on 28 February 1985 was less than \$5.00 will receive a .20¢ an hour raise; and
 - b. employees whose hourly rate of pay on 28 February 1985 was \$5.00 or more will receive a .10¢ an hour raise.
2. For the period 1 March 1986 to 28 February 1987:
 - a. employees whose hourly rate of pay on 28 February 1986 was less than \$5.00 will receive a .20¢ an hour raise; and
 - b. employees whose hourly rate of pay on 28 February 1986 was \$5.00 or more will receive a .10¢ an hour raise.

NOTE: For the purpose of Appendix B "employee" means employees who were on the payroll on the date of ratification.

SIGNED AT BAGOTVILLE THIS 2nd..... DAY OF THE MONTH OF OCTOBER 1986

[Handwritten mark]

Canadian Forces Base Bagotville

Public Service Alliance of Canada

[Handwritten signature]

R.H. Lalonde

Colonel
Base Commander

[Handwritten signature]

Albert Burke
Vice-President PSAC

[Handwritten signature]

C. Naud
Lieutenant-Colonel
Base Administration Officer

[Handwritten signature]

Ken Hawley
President UNDE

[Handwritten signature]

J.M. Cyrce
Captain
Base Exchange Officer

[Handwritten signature]

Marcelle Poirier
President local 10583

[Handwritten signature]

P. Pageau
Negotiator

[Handwritten signature]

Denise Lavoie
Secretary Treasurer
local 10583

[Handwritten signature]

Pierre L. Lafleur
Negotiator

