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**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

NATIONAL DEFENCE MEDICAL CENTRE

AT OTTAWA

EXPIRY DATE: 28 FEBRUARY 1994

Code 2693B/3/92

09648(01)

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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

RECOGNITION

2.01 The Employer recognizes the *Public Service Alliance of Canada*, certified by the Public Service Staff Relations Board on 30 October 1987, as exclusive bargaining agent for all employees of the Employer in the Operational Category employed at The National Defence Medical Centre in Ottawa, 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 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 (13-1/3) 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:**
- (1) **supervisory - three (3) months;**
 - (2) **non-supervisory - two (2) months.**

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 ~~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;

- c. 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~~ NPF employees may be released during the probationary ~~period~~ for just cause. The ~~employee~~ may have ~~access~~ to the grievance procedure up to the second level but may not ~~refer a~~ grievance to adjudication.

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

ARTICLE 6

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

6.01 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 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 Union from the pay of all employees in the bargaining unit.

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

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 employment in the bargaining unit to the extent that earnings are available.

7.03 The Employer **agrees** to remit dues together with a list of employees from whom deductions have been made to the **Union** at its mailing address by the **fifteenth (15th)** day following the **end** of each calendar month, except for **circumstances** beyond the Employer's **control**. The Employer agrees to supply the **Union**, **semi-annually**, with the **name and classification of each** new employee.

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

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

ARTICLE 8

APPOINTMENT OF REPRESENTATIVES

8.01 The Employer **acknowledges** the right of the **Union** to appoint employees **as** representatives.

8.02 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.*

8.03 The Union 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 complaints that lie within the jurisdiction agreed to in Article 8, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his manager or a supervisor before resuming his normal duties.

9.02 A representative will not receive pay for time spent investigating complaints during **his** regular scheduled time off.

9.03 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 Commandant or **his** delegate. **Such** approval **shall** not be unreasonably withheld.

9.04 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 meeting, 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.

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

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

ARTICLE 10

SAFETY

10.01 The Employer agrees to maintain reasonable provisions for the safety of its employees *during* the hours of employment and to provide a general *safety* program.

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.

10.03 The Employer shall not require an employee to work under unsafe conditions. The Employer and the union recognize that the environment standards are those issued under Part IV of the Canada Labour code.

10.04 Members of the Bargaining Unit who attend health and safety meetings, called by the Employer shall be paid for all such time under the terms of the collective agreement.

ARTICLE 11

HOURS OF WORK

11.01 The normal hours of work shall not exceed eight (8) consecutive hours per day, exclusive of a lunch period and forty (40) hours per week. The work week defined for these employees starts at 0000 hours Monday and ends the following Sunday at 2400 hours.

11.02 A work schedule shall be posted on the appropriate bulletinboard showing the scheduled working hours for each Employee covered by this Agreement for the following week. The schedule will be posted by Thursday of each week. If a schedule is not posted by Thursday, the schedule for the previous week will apply, however the rescheduling shall not adversely affect an employee's entitlement under Article 11.05. After Thursday, no changes in schedule for the following week will be made, except where changes are necessary due to circumstances beyond the control of the Employer. Where such changes are necessary, the employee will be given notice as far in advance as possible.

11.03 The meal period shall remain as per past practice unless changes are mutually agreed upon. Also, except in those operations which normally employ only one person,

the meal periods shall be uninterrupted. Employees required to work in excess of three (3) hours overtime shall be entitled to a paid fifteen (15) minute rest period.

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 Once in every three (3) week period, full-time employees shall be scheduled two (2) consecutive days off, which shall be either a Saturday-Sunday or a Sunday-Monday combination on a rotational basis. This is a minimum standard not a maximum.

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 If an employee is scheduled for work and he reports to work and there is either no work available or insufficient work available he shall be paid a minimum of three (3) hours pay at his regular rate.

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

11.09 Where scheduled hours affecting the majority of the employees are to be changed so that they are different from those presently in existence, the Employer, except in cases of emergency, shall consult in advance with the union on such proposed hours of work. The Employer will where practicable, accommodate such employee representations that may be conveyed by these representatives.

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

ARTICLE 12

OVERTIME

12.01 When an employee is required to work in excess of eight (8) hours in a day or forty (40) hours in a week he shall be paid for the overtime at a rate of pay not less than one and one-half (1½) times his regular rate of pay, except as provided in sub-sections a, b and c below:

- a. double time (2) for each hour of overtime worked by the employee after eight (8) consecutive hours of overtime;

- b. double time (2) for each hour of overtime ~~worked~~ by the employee on the first day of rest;
- c. double time (2) for each hour of overtime worked by the employee on the second or subsequent day of rest.

12.02 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.

12.03 Overtime shall be offered first, to the employee with the most seniority on the shift in the facility which requires the work, provided the employee is capable of performing the work. If no employee wishes to work the overtime, the Employer shall assign the work to a junior employee who is capable of performing the work.

MEAL ALLOWANCE

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

- (1) Immediately before the employee's scheduled hours of work, or
- (2) 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 ~~the six dollar (6.00)~~ except where **free meals** are provided. 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. ~~This~~ is effective ~~on~~ the **date** of ratification.

ARTICLE 13

SENIORITY

13.01 Definition:

- a. Full-time **seniority** shall be defined as the total length of continuous **full-time** employment in the **bargaining unit** covered

herein. An employee's seniority as a full-time employee shall date from the employee's first day of continuous full-time work in the Bargaining Unit;

- b. Probationary employees shall have no rights under the seniority provision of this agreement during the probation period outlined in article 3.01b. The seniority of a full-time probationary employee who has completed his probation period to satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of continuous full-time work;
- c. The Bargaining Unit shall be divided into the following operations called outlets:

Gift Shop
Snack Bar
Cafeteria

13.02 An employee will lose his seniority rights under this agreement his services will be terminated if:

- a. he voluntarily leaves his employment with the Employer,

- b. he is **discharged** for just *cause*;
- c. he **has** been laid-off for a **continuous period of six (6) months**;
- d. he **has** been laid-off and is **recalled to work** and fails to **return to work** or to give **in writing** valid **reasons** for **his** inability to do so within **three (3) working** days of the **date** he 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 current **mailing address and telephone number** ;
- e. he overstays a **period of** leave granted by the Employer in accordance with Articles **15 and 16** without **securing** an extension of such leave;
- f. he absents himself from **his work** for **more than three (3) working** days without **securing** leave in **accordance** with **Articles 15 and 16** or without **producing evidence** of a valid reason satisfactory to the Employer. It is **understood** and agreed that **this Article does not permit** or

sanction **absences** of three (3) days or less without reasons **satisfactory** to the Employer; **and**

- g.** **he is a full-time employee and is employed full-time with another Employer.**

13.03 The change of employment **status** from **full-time** to **part-time** in **accordance** with **subpara 13.04 of this Article**, lay-off **and recall** from lay-off shall be by **outlet**. Employees in **the outlet** shall be selected in **accordance** with their **seniority** within the **Bargaining Unit**. **Senior employees** have preference over junior employees provided the senior employee **has** the experience, **skill** and fitness to **do** the job **required**.

13.04 When a **full-time employee is laid off** in accordance with **subpara 13.03 of this Article** and **there is part-time work** available in his outlet he **shall be offered the part-time work** provided he is **able and qualified to perform the work**. If he accepts the **part-time work** he shall receive the **rate of pay of the job** in which he is placed. A **full-time employee who accepts part-time work** shall be retained **on the lay-off list** and shall be eligible for **recall to a full-time position** for a **period of six months** in **accordance** with **the provisions of this Article**.

13.05 Vacancies within the bargaining unit created by the **resignation or retirement of an employee**, the reclassification of a position or the creation of a new position **will be filled in accordance** with the **following** order of precedence:

- a. the vacancy **will** be offered, **on the basis** of seniority, to any employee **on the lay-off list of the** outlet concerned provided he is **of the same** classification level or **higher than** the classification level of the vacant **position and** provided he **has** the **necessary** experience, ability, skill and fitness to **do** the job *required*;

- b. **if** the vacancy cannot be filled in **accordance** with **subpara 13.05a of this Article** a notice **of competition** is to be posted in the outlet concerned for five **(5) working days**. Any member of the bargaining unit employed **in the outlet** interested in the position **may** apply during **this five (5) day period**, in writing **to the responsible officer** named in the poster. The **successful** applicant for the **position** will be selected **on the basis of experience, ability, skill and fitness** to do the job required. **When the employer determines that** there is more than one **(1)** employee

in the **outlet** with **equal** qualifications to fill the vacancy the employee with the *greatest seniority* will be selected;

- c. if there is no qualified or successful applicant within the outlet the Employer will post a notice of competition for five (5) working days. Any member of the bargaining unit interested in the position may apply during this five (5) day period, in writing, to the responsible officer named in the poster. The successful applicant for the position will be selected on the basis of experience, ability, skill and fitness to do the job required. Where the Employer determines that there is more than one (1) employee in the Bargaining Unit with equal qualifications to fill the vacancy the employee with the greatest seniority will be selected; and,
- d. if the Employer determines that there is no qualified or successful applicant within the bargaining unit the Employer may hire someone from outside the bargaining unit.

13.06 Only an employee who applied for a competition and was not selected may submit a grievance concerning any

determination made by the Employer regarding the competition. The grievance must be submitted within the five (5) working days following the day on which the candidates were advised of the name of the successful candidate.

13.07 Employees selected to fill a vacancy shall be appointed for an initial assessment period. The duration of the assessment period shall not exceed three (3) months. If, during the assessment period, the Employer determines that the employee has not performed the duties and responsibilities to the satisfaction of the Employer or should the employee not wish to continue in the position, the employee will be removed from the job and will be reassigned to his former position or to a position equivalent to his former position.

13.08 An employee's seniority will not be interrupted by any period of absence resulting from maternity leave, or lay-off. Seniority will not accrue during a leave of absence without pay in excess of two (2) continuous weeks granted in accordance with article 16.05. Seniority accrued prior to that leave of absence without pay will be retained.

13.09 Within sixty (60) days of the signing of this collective agreement separate seniority lists for full-time and part-time employees shall be posted for a period of three (3) weeks. The seniority date for each employee shall be

considered correct if no objection is made within three (3) weeks of the first day of posting of the initial list on which the employee's name appears. Copies of these seniority lists will be provided to the Bargaining Agent semi-annually.

13.10 A full-time employee shall have preference over a part-time employee provided the full-time employee has the experience, *skill*, ability and fitness to do the job.

13.11 In this Article, the Employer is to be the judge of ability and qualifications, experience, skill, and fitness but agrees not to do so in an arbitrary or discriminatory manner.

ARTICLE 14

DESIGNATED HOLIDAYS

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

- a. New Year's Day
- b. Good Friday
- c. Easter Monday

- d. Sovereign's Birthday (Victoria Day)
- e. Canada Day
- f. First Monday in August
- 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 A full-time employee shall be paid for holidays mentioned in 14.01 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 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 above shall be paid for the holiday.

14.04 No part-time employee is entitled to be paid for a designated holiday when he is not entitled to pay for at least:

- a. ten (10) days during the **thirty (30) calendar days immediately preceding** the designated holiday; or
- b. **fifty (50) hours** in the **thirty (30) calendar days immediately preceding** the designated holiday.

If a part-time employee works on that day he/she will be paid at the rate of one and one-half (1½) times his/her rate of pay for the first eight (8) hours and two (2) times his/her hourly rate for all additional hours worked by him/her on that day.

14.05 An employee who is required to work on a designated holiday shall be paid his holiday pay if entitled as per clauses 14.03, 14.04 and one and one-half (1½) times his

hourly **rate** for the first eight hours worked by him/her on that day and **two (2)** times his/her hourly **rate** for all additional hours worked by **him** on that designated holiday.

14.06 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 14.05, 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 (2)** times **his/her** hourly **rate** of pay for all time worked. **This** is effective on ~~date~~ of ratification of the **present** agreement.

14.07 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 times **his regular** rate of pay for the time worked by **him** on that day **unless** he is employed in a **continuous operation** in which case he is entitled to his **regular rate** of wages for the time worked by him on that day.

ARTICLE 15

VACATION LEAVE

15.01 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:

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

15.02 *On termination of* employment or death the employee **or his** estate **is** entitled to any vacation pay **owed** to **him** 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** 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 one **month's** notice in **writing** regarding the **actual** dates on **which** he desires to take **his** vacation if the **period** of vacation 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 Employer. Applications **for** vacation carry-over **shall** be submitted in writing **and** such approval **shall** not be **unreasonably** withheld.

15.08 Pay for vacation shall be given to the employee prior to the beginning of his vacation period.

15.09 When a holiday as defined in Article 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.

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

15.11 The vacation schedule shall be posted prior to the vacation period and such vacations will be granted on the basis of seniority in the facility. A senior employee will not be able to request a holiday period already selected by an employee whose vacation request was approved by the Employer.

15.12 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.

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 An employee is entitled to be **informed**, upon request, of the **balance** of his vacation entitlement.

15.15 Notwithstanding the above provisions, an employee converting **from part-time** to full-time **status at** NDMC may count his previous **continuous part-time** employment at NDMC towards **full-time** vacation entitlement as follows:

- a. Less than five (5) years of continuous part-time service - one half ($\frac{1}{2}$) of the previous service, eg, **four (4) years** part-time = **two (2) years** full-time.
- b. Five (5) or more years of continuous part-time service - all of the previous service, eg, **six (6) years** part-time = **six (6) years** full-time.

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

15.17 An employee is entitled to vacation leave with pay to the extent of his earned credits provided he has completed six (6) months of continuous employment.

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:

<u>Continuous Full-Time Employment</u>	<u>Entitlement</u>
3 months but less than 2 years	17 weeks at 66-2/3% of salary
2 years but less than 5 years	First 4 weeks at 100% salary and remaining 13 weeks at 75%
5 years but less than 7 years	First 13 weeks at 100% salary and remaining 8 weeks at 75%

7 years *but less*
than 10 years

First 13 weeks at 100% salary
and remaining 4 weeks at 75%

10 years and over

17 weeks at 100% salary

c. The following conditions govern the entitlement to sick leave:

- (1) The employee must contact his immediate supervisor on the first day of absence indicating the reason for the absence and the expected date of return;
- (2) A medical certificate signed by a doctor must be provided for each absence in excess of three (3) working days. The Employer reserves the right to require a medical certificate for any period of illness provided that the employee is advised in writing of the requirement beforehand. Prolonged or frequent illness may require additional certificates at the expense of the Employer from the employee's doctor or a doctor mutually agreed upon.

- (3) An employee on maternity leave, **in accordance** with **Article 16.02** will **not** be eligible for coverage under *the* sick leave plan.
- d. The employee's **full benefits** are reinstated after a **return** to work for **thirty (30) calendar days** or for **five (5) continuous working days** if the disability is for a **new cause**.
- e. **Notwithstanding the above provisions**, an employee converting from part-time to full-time *status* at the **National Defence Medical Centre** may count his previous continuous part-time employment at **National Defence Medical Centre** towards sick leave entitlement as follows:
- (1) **Less than five (5) years of continuous part-time service - one-half (½) of the previous service, eg,**
four (4) years part-time = two (2) years full-time.
- (2) **Five (5) or more years of continuous part-time service - all**

of the previous service, eg, six (6) years part-time = six (6) years full-time.

16.02 Leave for Employees With Child Care Responsibilities. Every employee who has completed six (6) consecutive months of employment with the Employer is entitled to a leave of absence without pay as follows:

- a. Where an employee provides her Employer with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- b. Where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24)

weeks commencing, as the employee elects:

(1) In the case of a female employee:

- (a) on the expiration of any leave of absence taken for **maternity** purposes, or
- (b) on the day the child is **born** or comes into her care and custody.

(2) In the case of a male employee:

- (a) on the expiration of any leave of absence granted to the **mother** for maternity leave, or
- (b) on the day the child is **born** or comes into his actual care and custody.

16.03 The aggregate amount of leave of absence without pay that may be taken by two employees for child care responsibilities will not exceed **twenty-four (24)** weeks.

16.04 Every employee is to give ~~at~~ **four (4)** weeks ~~notice~~ in writing ~~to~~ the Employer of the intent ~~to take~~ leave ~~for~~ employees with child ~~care~~ responsibilities and of any change in length of leave ~~intended~~ to be taken.

16.05 An employee ~~returning~~ from child ~~care~~ responsibilities shall be ~~reinstated~~ into the ~~position~~ occupied ~~at~~ the time the leave ~~commenced~~; or in a comparable position in the ~~same~~ location, with not less ~~than~~ the ~~same~~ wages and benefits. If during the ~~period~~ of leave, the wage and benefits of ~~the group~~ to which the employee belongs are changed ~~as~~ a result of a ~~reorganization~~, and/or a renewal of the collective agreement, ~~the~~ employee is entitled ~~upon~~ return ~~from~~ leave to receive the ~~same~~ pay and benefits ~~that~~ the employee would have ~~received~~ had 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~~.

16.06 Leave granted ~~under this~~ Article shall be counted as "service" ~~for~~ purposes of benefits in the agreement. This shall not apply where an employee ~~terminates~~ employment immediately following ~~such~~ leave.

16.07 The employee shall, along with ~~the request~~ for child ~~care~~ responsibilities without pay, notify ~~the~~ Employer in writing of the ~~options concerning~~ the pension and ~~group insurance~~ benefits. Should an employee ~~taking leave~~ under

16.02 a) above elect to continue coverage, the employer shall *continue* to pay its share of contributions. For these employees taking leave under 16.02 b) above who may wish to continue coverage, arrangements will be made for the employee to make the necessary contributions. This is effective date of ratification of the present agreement.

16.08 An employee leaving on maternity leave shall be granted a two-week allowance equal to the benefits the employee would receive from Unemployment Insurance Canada 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 Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan,
- b. An employee who receives the allowance shall return to work for a period of ten (10) working days on the date of the 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 **as per the provisions of Article 16.08**, the employee recognizes **that she is indebted** to the employer for the **full** amount of the allowance.

- d. The employee **shall**, along with the request **for child care** responsibilities leave without pay, notify the employer in writing **as to** whether they wish to **continue** pension and group insurance benefits. Should an employee **taking** leave under **16.02 (a)** above elect to continue coverage, the employer **shall** continue to pay its **share** of contributions. For these employees **taking** leave under **16.02 (b)** above who may wish **to continue** coverage, arrangements will be made for the employee to make the **necessary** contributions.

16.09 The Employer shall **grant** leave with pay under the following **circumstances**:

- a. **one (1)** day's leave with pay for **needs** directly related to **the** birth of the

employee's child. This leave may be divided into two (2) periods and granted on separate days;

- b. one (1) day's leave with pay for needs directly related to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

16.10 Bereavement Leave With Pay

- a. An employee will be given leave with pay for four (4) 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 may be *granted up* to two (2) days leave with pay for the purpose of travel dated to the death.
- b. For the purpose 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 leave with pay only for the actual days of work he will have missed.

16.11 Court Leave With Pay

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 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 for witness fees and the amount he would have earned had he worked on the day he was required to appear as a witness.** When an employee is **summoned under the circumstances described above,** he shall **notify his 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.**

16.12 Jury Duty

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 for jury services and the**

amount he could have earned had he 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 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 has been summoned for jury duty.

16.13 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay provided he 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. During approved periods of absence in excess of two continuous weeks an employee will not be eligible for any of the benefits provided for in this Agreement. Insurance premiums for benefits listed in Article 19.02 may be continued at the request of the employee. The employee will be responsible for both the employee and the Employer share of the premiums. The employee shall be restored to his former position or to a similar position at the then prevailing wage rate at the expiration of the leave of absence.

16.14 When operational requirements permit, the Employer will grant leave without pay to a maximum of two (2) employees for the purpose of attending negotiation

meetings, conciliation board or arbitration tribunal meetings concerning Local 685.

16.15 Where operational requirements permit, the Employer will grant leave without pay in accordance with Article 16.13, to an employee for the purpose of attending training courses of the Union.

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, and Managers are available for private consultations with an employee who wishes to discuss a complaint or grievance. Before a formal grievance is presented, the employee is encouraged to discuss it as an oral complaint with the manager concerned, either privately or, if requested, 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.

17.03 The Employer shall designate a senior representative for the first and second levels and shall inform each employee to whom the procedure applies of the name or title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union. The final level will be 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 Article 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 Union.**

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 or the Base Personnel Services Officer.

17.07 The grievance process applies to employees only, but an employee has the right to be represented by a representative in the grievance procedure at any level and at

either, or both, the *informal* discussion (**oral** complaint) stage, **or when** the formal written grievance is **being considered**.

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

17.09 An employee **Wishing to present** a grievance **shall** do so:

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

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

17.10 A grievance shall be presented by an employee:

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

after the day **on which** the employee is **notified** orally or in **writing, or** where **the** employee is not **so notified**, 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 ten (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 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 Employer, 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 **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.

ARTICLE 18

PAY ADMINISTRATION

18.01 Employees are entitled to be paid for services rendered at a rate of pay specified in the Pay Schedule of

- o Appendix "A" for the classification of the position to which they are appointed.

18.02 The probationary rate in the Pay Schedule of Appendix "A" shall be ninety (90) percent of the full rate of the position and shall be paid to new employees on hire. This rate shall not be lower than the higher of the Federal Minimal Wage or the Ontario Provincial Minimum Wage. On completion of the probationary period employees shall receive the full rate of their positions.

18.03 a. When an employee is appointed in writing by the Employer to temporarily perform the duties of a higher classification in the Bargaining Unit for two (2) or more consecutive working days, he/she shall be paid as if he/she has been appointed to that higher classification level for that period from the first (1st) day.

b. When an employee is appointed, in writing, by the Employer to temporarily perform the duties of an employee outside the Bargaining Unit for two (2) or more consecutive working days, he/she shall be paid at his regular rate plus an additional twenty (20) percent for that period from the first (1st) day.

18.04 An 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.

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

18.06 When a new classification within the bargaining unit is created, the Employer will promptly inform and negotiate with the Union the pay level established for the new classification and the duties involved. After the classification has been in effect for a trial period of thirty (30) working days, the pay rate may be brought up again for negotiation between the Employer and the Union. If no agreement is reached as a result of such discussion, the rate established will remain in effect until the next negotiations.

18.07 An employee recalled from layoff in accordance with Articles 13.04 or 13.05, to a classification with a lower rate of pay than the rate of pay of his former classification, shall be paid the rate of pay specified in Appendix A for the new classification to which he is appointed. Notwithstanding the foregoing the employee will retain the seniority of his former classification for six (6) months from the date he was placed on the layoff list of the outlet concerned.

18.08 Payments provided under the provisions of **Articles 12 (Overtime), 14 (Designated Holidays) 25 (Call-In) and 26 (Call-Back)** shall not be pyramided, that is an employee shall not receive more than one **(1)** compensation for the **same** service. An employee will be compensated at the **highest** eligible rate for the **service**.

18.09 Pay cheques shall be dated and placed in *sealed* envelopes. **Except** for **circumstances** beyond the **control** of the Employer, cheques shall be **distributed** by **noon** every second Thursday. (Effective **1 January 1989**)

- 18.10 a.** Hours worked between 6:00 p.m. and midnight on New **Year's** Eve Day (**December 31**), shall be compensated at not less **than one and one-half (1½)** times the employee's **regular** hourly rate.
- b. When an employee is required to **work** seven **(7) consecutive** days, he shall be **paid at a rate** of pay of not less than one and one-half (1½) times his **regular rate** of pay for the first eight **(8) hours** of work on the seventh (7th) day, and **two (2)** times his **regular rat5** of pay for all additional **hours** worked on the seventh (7th) day.

ARTICLE 19

CONSULTATION

19.01 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.

19.02 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

19.03 The Employer agrees that the benefits mentioned in Article 19.02 above will not be reduced as a result of the signing of this Agreement.

ARTICLE 20

DISMISSAL AND SUSPENSION

20.01 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.

20.02 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 circumstances for not informing the Employer.

20.03 Discipline 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 action taken against him and be given an opportunity to present his version of the facts (with Union or other representation, if requested).**

20.04 A report of misconduct against an employee shall be initiated without unreasonable delay, 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.

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

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

20.06 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 eighteen (18) months have elapsed if there was no further disciplinary action recorded during the period.

ARTICLE 21

REST PERIODS

21.01 Each employee *shall* be granted a rest period of fifteen (15) minutes during each working day of not less than three hours, except in those operations which normally

employ only one person the rest period shall remain as per past practice unless changes are mutually agreed upon., Such rest periods shall not be allocated within one (1) hour of a meal period or within one (1) hour of starting or quitting time. An employee will not be entitled to more than two (2) test periods in an eight (8) hour work day.

ARTICLE 22

BULLETIN BOARDS

22.01 The Employer agrees to provide bulletin boards for the use of the bargaining agent to post notices of interest to its members.

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

ARTICLE 23

REST AREA

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

ARTICLE 24

UNIFORMS

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

24.02 Where the employer requires an employee to wear a uniform and that uniform is required to be dry cleaned, the employer will pay the cost of the dry cleaning.

ARTICLE 25

CALL-IN

25.01 An employee called in and who reports to work shall receive a minimum of three (3) hours pay at his applicable rate of pay.

ARTICLE 26

CALL-BACK

26.01 If an employee is called back to work and returns to work, he shall be entitled to a minimum of three (3) hours pay at one and one half (1½) times his 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 was not notified of such overtime requirement prior to completing his last period of work.

ARTICLE 27

INFORMATION FOR EMPLOYEES

27.01 Upon written request, an employee shall be provided in writing with a complete and current statement of the duties and responsibilities of his position and if applicable the position's classification level and rating.

27.02 Upon written request of an employee, all personnel files of that employee may be made available at least once per year for his examination in the presence of an authorized representative of the Employer.

27.03 The Employer agrees to distribute to each employee and all new employees a copy of the Collective Agreement. The Employer shall do so within one month after receipt from the printer.

27.04 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 publication of this agreement will be borne by the Union.

ARTICLE 28

GENERAL

28.01 Gender

Where the **male** term **he, his** or **him** is used throughout this Agreement, the **female** term **She, hers** or **her** shall equally apply.

28.02 Official Texts

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

28.03 Wherever the *terms* **job title, job position** or **classification** appear in the **Agreement** they have the **same meaning**.

ARTICLE 29

**EMPLOYEE MANAGEMENT
RELATIONS COMMITTEE (EMRC)**

29.01 The **parties recognize** that a forum for ongoing discussions **during the term of the Agreement** can promote **more harmonious labour relations between them.**

29.02 An **Employee Management Relatione Committee (EMRC)** 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-chairman for each meeting. The committee will determine the terms of reference.

29.03 *Time spent* by the bargaining unit employee **representatives** in attending the **committee meetings** shall be **considered** to be **time worked.**

29.04 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.

29.05 In relation to the adjustment of contractual relationships, the committee is empowered only to make recommendations to the Employer and to the Union.

ARTICLE 30

SEVERANCE PAY

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

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

- 30.02 (1) **Severance pay entitlement for employees appointed to full-time status on or before 1 May 1992 shall be as follows:**

<u>Length of Employment</u>	<u>Severance Pay</u>
(a) 0-12 months	2 weeks' pay
(b) 13-36 months	1 month's pay
(c) 37-60 months	2 month's pay
(d) over60 months	3 month's pay

or

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

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

30.04 Notice or *salary* entitlement in lieu of notice:

- (a) probationary employee 2 weeks
- (b) full-time employee 1 month

ARTICLE 31

DURATION OF AGREEMENT

31.01 The term of this Collective Agreement shall be from 1 January 1992 to 28 February 1993 inclusive.

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

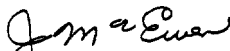
SIGNED AT NDMC THIS⁴..... DAY OF THE MONTH OF January 1992

National Defence Medical Centre
at Ottawa

Public Service Alliance of Canada



G.D. McLean
colonel
NDMC Commandant



J. MacEwen
PSAC Executive Vice-President



W.J. Kern
Commander
Chief Administrative Officer



R. Cochrane
Staff Officer
Negotiator



Denise P. Lortie
NPF Personnel Manager

Denise P. Lortie
Member of the Negotiating Committee



M. Circé
Major
CANEX Regional Manager



D. Graham
DGPS Labour Relations Officer
Negotiator

APPENDIX A

NATIONAL DEFENCE MEDICAL CENTRE
RATES OF PAY

	<u>1 Jan 92</u>	<u>1 March 92</u>	<u>1 March 93</u>
Food Handler	6.59	----	6.79
Cashier	6.59	----	6.79
Sales Clerk	6.59	----	6.79
Snack Bar Supervisor	8.21	10.44	10.75
Gift Shop Supervisor	10.44	----	10.75

TIME EMPL

1. APPLICATION

1.01 Only the following Articles shall apply to part-time employees. Their **terms of service, compensation plan and working conditions** shall be exclusively contained in this appendix. Only the **sections of the main agreement** that specifically refer to **part-time** employees will apply to part-time employees.

1.02 ~~Part-time~~ employees shall be paid for the benefits provided for in this Appendix in **the same proportion** as their average weekly hours of work, as averaged over the preceding **thirteen (13) weeks**, relates to the **number of hours** in the normal ~~work~~ week. If an employee's service is for less *than* **thirteen (13) weeks** the average weekly hours will be calculated on the period of service.

2. RECOGNITION

As in main agreement, Article 2.

3. DEFINITION

- 3.01 a. **Part-time employee means an employee who is employed on continuing basis but works less than twenty seven (27) hours per week and thirteen and one third (13-1/3) hours or more per week. Continuing basis is defined as 13 consecutive weeks.**
- b. **Probationary employee means a new employee who is carrying out the task of a part-time employee but has not been granted part-time status. The probationary period shall not exceed 90 calendar days from the first day of part-time work for supervisory and 60 calendar days from the first day of part-time work for non-supervisory employees.**

4. STATE SECURITY

As in main agreement, Article 4.

5. MANAGERIAL RIGHTS

As in main agreement, Article 5.

6. FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

As in main agreement, Article 6.

7. CHECK-OFF

As in main agreement, Article 7.

8. APPOINTMENT OF STEWARDS

As in main agreement, Article 8.

9. LEAVEFORSTEWARDS AND ACCESS TO PREMISES

As in main agreement, Article 9.

10. SAFETY

As in main agreement, Article 10.

11. HOURS OF WORK

11.01 A work schedule shall be posted at each work location by Thursday noon of each week showing the scheduled working hours for the part-time employees who will be required to work in the following week.

11.02 The meal period shall be as in article 11.04 of the main agreement.

11.03 Part-time employees in the Bargaining Unit who request additional hours in their outlet shall be offered any available additional hours based on seniority provided they have experience, ability, skill and fitness to do the job required and provided that the additional hours do not result in overtime, do not conflict with existing schedules and the additional hours do not result in a change of employment status.

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

12. OVERTIME

12.01 All time worked in excess of eight (8) hours in a day and forty (40) hours in a week will be paid for at a rate of pay not less than one and one-half (1½) times his regular rate of pay.

13. SENIORITY

13.01 The seniority provisions of Article 13 as modified below apply to part-time employees.

a. Definition:

- (1) Part-time seniority shall be defined as the total length of continuous part-time employment in the Bargaining Unit covered herein. An employee's seniority as a part-time employee shall date from the employee's first day of continuous part-time work in the Bargaining Unit;
- (2) Probationary employees shall have no rights under the seniority provisions of this agreement

during the probation period outlined in Article 3.01b of the main agreement. The seniority of a part-time probationary employee who has completed his probation period to the satisfaction of the Employer will be dated from the first day of the probationary period which is the first day of *continuous* part-time work; and

- (3) The **Bargaining Unit** shall be divided into the Outlets listed in Article 13 of the main agreement.
- b. An employee will lose his *seniority* rights under this agreement and his services will be terminated in accordance with Article 13.02 of the main agreement.
- c. Lay-off and recall from lay-off shall be in accordance with Article 13.03 of the main agreement.
- d. Competitions to fill the **vacancies** within the **Bargaining Unit** created by the resignation or **retirement** of an employee,

the ~~reclassification~~ of a position or the creation of a *new* position will be conducted in accordance with the order of precedence outlined in Article 13.05, 13.06 and 13.07 of the main agreement.

- e. A full-time employee who is given part-time status in accordance with Article 13.04 of the **main** agreement will retain seniority as a full-time employee for six months. If he is *still* a part-time employee after the six months have elapsed he becomes a part-time employee and his seniority as a part-time employee dates from his first day of continuous employment in the Bargaining Unit.
- f. Part-time employees who are selected for a full-time position with the Employer will not be credited with any of their part-time seniority towards their full-time position.
- g. **Notwithstanding** the provisions of Article 3.01(c), a part-time employee relieving a full-time employee absent due to illness, vacation or any other leave of absence for a period of six (6) months or less will *not* be considered a full-time employee for the

purpose of this agreement. If a **part-time** employee relieves a full-time employee for a **continuous period in excess of six (6) months** he will become a full-time employee and his **seniority as** a full-time employee will date back to his **first** day so employed.

- h.** In this Article the Employer is to be the judge of **experience, skill ability and fitness** but agrees not to do so in an **arbitrary or discriminatory manner**.

14. DESIGNATED HOLIDAYS

14.01 **Designated** holidays are listed in Article 14.01 of the main agreement.

14.02 Entitlement to designated holiday pay shall be as **set forth** in Article 14 of the **main agreement** and 14.03 and 14.04 of this Appendix.

14.03 If an employee is not entitled to a paid **general** holiday and he is **required** to work on a holiday he **must** be paid **at one and one-half (1½)** times **his regular rate**.

14.04 No employee is entitled to be paid for a designated holiday on which he **does** not **work** when he is not entitled to pay for at least **fifteen (15)** days during **the** thirty (30) **calendar** days immediately preceding the general holiday.

15. VACATION LEAVE

15.01 **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 three (3) years of **continuous** employment, eight percent (**8%**) of their yearly **gross income** on completion of eight (**8**) years and **ten** percent (**10%**) of their yearly **gross income** after **nineteen (19)** years, and on completion of thirty (30) years of employment they shall be paid twelve (**12%**) percent of **their** yearly **gross income**. Subject to **operational** requirements in the outlet and on written request **thirty (30)** days in advance, a **part-time** employee may be **granted** paid vacation leave **equal** to the hours of **work** he **would** have **worked** during his vacation.

16. LEAVE GENERAL

16.01 **MATERNITY LEAVE.** As in main agreement, Article **16.02.**

16.02 BEREAVEMENT LEAVE. As in main agreement, Article 16.03.

16.03 JURY DUTY

If a **part-time** employee is normally scheduled for work during a period for which he has been **summoned** for *jury duty* he shall be **paid in accordance** with the provisions set forth in Article 16.04 of *the main agreement*.

16.04 ABSENCE WITHOUT PAY. As in main agreement, Article 16.05.

17. GRIEVANCE PROCEDURES

As in main agreement, Article 17.

18. PAY

As in main agreement, Article 18.

19. NOT ALLOCATED.

20. **EMPLOYEE FILES**

As in main agreement, Article 20.

21. **REST PERIODS**

21.01 Each employee shall be **granted** a rest period of **fifteen (15) minutes** during each period of work of **four (4) hours**. Rest periods shall not be allocated **within one (1) hour of meal period or within one (1) hour of starting or quitting time**.

22. **BULLETIN BOARDS**

As in main agreement, Article 22.

23. **REST ROOMS**

As in main agreement, Article 23.

24. **UNIFORMS**

As in main agreement, Article 24.

25. **CALL-IN**

As in main agreement, Article 25.

26. **CALL-BACK**

As in main agreement, Article 26.

27. **INFORMATION FOR EMPLOYEES**

As in main agreement, Article 27.

28. **GENERAL**

As in main agreement, Article 28.

29. **EMPLOYEE MANAGEMENT
RELATIONS COMMITTEE**

As in main agreement, Article 29.

30. **SEVERANCE PAY**

N/A

31. DURATION OF AGREEMENT

As in main agreement, Article 31.

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LETTER OF UNDERSTANDING

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND

THE STAFF OF THE NON-PUBLIC FUNDS, NATIONAL DEFENCE MEDICAL CENTRE

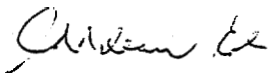
OTTAWA, CANADA

SAFETY FOOTWEAR

An annual allowance of thirty-five (\$35.00) dollars shall be provided to those employees who are required to wear safety footwear as determined by the NPF Health and Safety Committee. This allowance shall be paid no more frequently than once a year on presentation of a sales receipt.


The Public Service Alliance
of Canada

Oct 21/92
Date


National Defence Medical Centre

11 Dec 92
Date