

COLLECTIVE

AGREEMENT

SUPERVISORY BARGAINING GROUP

**SERCO FACILITIES MANAGEMENT INC.
at 5 Wing Goose Bay**

(hereinafter called the “Company”)

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter called the “Alliance”)

Chapter 1 LIST OF ARTICLES

1. Purpose and Scope of Agreement
2. Interpretation and definitions
3. Application
4. State security
5. Precedence of legislation and the collective agreement
6. Managerial responsibilities
7. Recognition
8. Employee Representatives
9. Use of Employer Facilities
10. Check Off
11. Information
12. Employees on Premises of other Employers
13. Restriction on Outside Employment
14. Leave with or without Pay for Alliance Business
15. Illegal Strikes
16. No Discrimination
17. Sexual Harassment
18. Staffing Procedure
19. Leave General
20. Other Leave with or without Pay
21. Designated Paid Holidays
22. Sick Leave with Pay
23. Education leave without pay and career development leave
24. Number Reserved
25. Wash-up Time
26. Language Allowance
27. Pay Administration
28. Travelling Time
29. Call-back Pay
30. Standby
31. Shift Premiums
32. Statement of Duties
33. Suspension and Discipline
34. Employment Performance Review and Employee Files
35. Health and Safety
36. Joint Consultation
37. Layoff / Recall and Severance
38. Grievance Procedure
39. Part-time Employees
40. Hours Of Work
41. Benefits
42. Agreement Re-opener
43. Technological Change

- 44. Employee Status
- 45. Probation
- 46. Break in Service and Employment
- 47. Pension Plan
- 48. Seniority
- 49. Uniforms Tools and Clothing
- 50. Firefighter Physical Fitness
- 51. Standard Operating Procedures
- 52. Work In The Bargaining Unit
- 53. Duration Of Agreement

APPENDIX A - Wage Rates

APPENDIX B -Travel Policy

APPENDIX C - DND Fire Fighter Physical Fitness Evaluation Procedure

ARTICLE - 1

PURPOSE AND SCOPE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached.

ARTICLE - 2

INTERPRETATION AND DEFINITIONS

2.01 For the purposes of this Agreement the following words or phrases shall have the meaning assigned:

“Alliance” means the Public Service Alliance of Canada;

“Bargaining Unit” means, pursuant to Canada Labour Relations Board Order No. 7472-U, all supervisors of Serco Facilities Management Inc working at CFB – 5 Wing, Goose Bay, Labrador, classified as: environment & occupational health and safety officer, fire prevention officer, platoon chief, assistant platoon chief, GES supervisor, design & work control manager, roads & grounds supervisor, sector team supervisor, infrastructure support supervisor, plant shift supervisor, mechanical supervisor, senior buyer, supply manager, senior shipping & receiving clerk, senior warehouse operative, senior supply clerk, cleaning Supervisor, safety officer/ chief dispatcher, driver light supervisor, heavy equipment crew chief, vehicle maintenance supervisor, supervisor German Air Force, contract administrator, deputy quality assurance manager, aviation weather services manager, chief fire operations officer, GES manager, facilities maintenance manager, utilities manager and chief power engineer, accommodations/visits manager, transportation manager, and excluding site manager, air operations director, emergency & environment services director (also referred to as fire, safety and environmental director), engineering director, finance and admin director, quality assurance manager, support services director, senior accountant, human resources administrator, executive assistant, **MS** administrator, managers and supervisors in air traffic control.

“Continuous employment” means the period of uninterrupted employment from the date of hire with the Company.

“Common law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite sex, publicly

represented that person to be his or her spouse and continues to live with the person as if that person were his/her spouse.

“Company” means Serco Facilities Management Inc. in the performance of its contract with Public Works and Government Services Canada (PWGSC) executed March 25, 1998 and amendments and extensions thereof

“Company facilities”, “Company property” or “Employer facilities” or “Employer Property” mean and are deemed to include all facilities, property, equipment and consumables used or accessed by the Company in the delivery of services at 5-Wing Goose Bay, regardless of the actual ownership of same.

“Day” means the twenty-four (24) hour period commencing at 00:01 hours.

“Day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

“Double time” means two (2) times the employee’s hourly rate of pay;

“Employer” means the Company and includes any person authorized to exercise the authority of the Company.

“Fire Operations Employees” means full time employees who normally work on a rotating shift system.

“Holiday” means:

- (A) the twenty-four (24) hour period commencing at 00:01 hours of the day designated as a paid holiday in this Agreement;
- (B) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - i) on the day it commenced where half ($\frac{1}{2}$) or more of the hours worked fall on that day,
 - i) on the day it terminates where more than half ($\frac{1}{2}$) of the hours worked fall on that day;

“Leave” means authorized absence from duty by an employee, during his or her regular or normal hours of work;

“Membership dues“ means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or *special levy*;

“Overtime” means:

- (A) in the case of full time employees authorized hours of work in excess of the employee’s scheduled hours of work.
- (B) in the case of continuous shift employees members:- as set forth in Article 40 of this Agreement
- (C) in the case of part-time employees, authorized hours of work in excess of the normal daily or weekly hours of work of a full-time employee as set forth in Article 40 of this Agreement.

“Site” means any area where the Employer performs services for PWGSC.

“Spouse” means the lawful husband or wife (as the context requires) of an employee and may be interpreted to include “common-law spouse”.

“Straight-time rate” means the employee’s hourly rate of pay;

“Time and one-half means one and one half (1 ½) times the employee’s hourly rate of pay;

“Vacation Year“ means the period of time from 1 April to 31 March.

ARTICLE - 3

APPLICATION

The provisions of this Agreement apply to the Alliance, employees and the Employer.

ARTICLE - 4**STATE SECURITY**

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**PRECEDENCE OF LEGISLATION
AND THE COLLECTIVE AGREEMENT**

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 of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE - 6**MANAGERIAL RESPONSIBILITIES**

The rights set forth in this article and those otherwise retained by management will not be exercised contrary to the provisions of this Agreement

ARTICLE - 7**RECOGNITION**

The Employer recognizes the Alliance as the sole and exclusive bargaining agent for and on behalf of the Bargaining Unit, meaning, pursuant to Canada Labour Relations Board Order No. 7472-U, all supervisors of Serco Facilities Management Inc working at CFB – 5 Wing, Goose Bay, Labrador, classified as: environment & occupational health and safety officer, fire prevention officer, platoon chief, assistant platoon chief, GES supervisor, design & work control manager, roads & grounds supervisor, sector team supervisor, infrastructure support supervisor, plant shift supervisor, mechanical supervisor, senior buyer, supply manager, senior shipping & receiving clerk, senior warehouse operative, senior supply clerk, cleaning supervisor, safety officer/ chief dispatcher, driver light supervisor, heavy equipment crew chief, vehicle maintenance supervisor,

supervisor German Air Force, contract administrator, deputy quality assurance manager, aviation weather services manager, chief fire operations officer, GES manager, facilities maintenance manager, utilities manager and chief power engineer, accommodations/visits manager, transportation manager, and excluding site manager, air operations director, emergency & environment services director (also referred to as fire, safety and environmental director), engineering director, finance and admin director, quality assurance manager, support services director, senior accountant, human resources administrator, executive assistant, **MIS** administrator, managers and supervisors in air traffic control.

ARTICLE - 8

EMPLOYEE REPRESENTATIVES

8.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance procedure.

8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

8.04

- a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee 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 or her supervisor before resuming his or her normal duties.
- b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

8.05 The employer will provide the name and the extension number of the chief shop steward.

ARTICLE - 9

USE OF EMPLOYER FACILITIES

9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

9.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises, for the placement of reasonable quantities of literature of the Alliance.

9.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.

9.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

9.05 The Employer agrees to provide the Alliance Executive with the use of an office, complete with a desk and filing cabinet.

9.06 Subject to meeting the ISSO security requirements, an electronic bulletin board shall be made available on the Employers LAN for the publication of official Alliance notices. Electronic publications of notices or other materials, other than notices of Union meetings, appointment of Union officers and Union social functions, shall require the prior approval of the Employer.

9.07 Employees who violate the ISSO security requirements will be subject to appropriate disciplinary measures. It is also recognised if such measures impede staff to perform their duties, the employer may take further disciplinary action.

ARTICLE - 10**CHECK-OFF**

10.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

10.04 This Article does not apply to any employee who establishes an entitlement to religious exemption pursuant to the provisions of the Canada Labour Code.

10.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and, or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

10.06 The amounts deducted in accordance with Clause 10.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

10.07 The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

10.08 The Alliance 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 - 11

INFORMATION

11.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and job title of each new employee.

11.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one (1) month after receipt from the printer.

11.03 The Employer agrees to provide quarterly, a copy of the Employer's current organization chart as amended from time to time to the President of the Local Union of PSAC.

ARTICLE - 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

12.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE - 13

RESTRICTION ON OUTSIDE EMPLOYMENT

13.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE - 14**LEAVE WITH OR WITHOUT PAY
FOR ALLIANCE BUSINESS**

Arbitration Board and Conciliation Board Hearings

14.01 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitrator established under this Agreement or a Conciliation Board dealing with the renewal of this Agreement.

14.02 When operational requirements permit, the Employer will grant leave with pay to an employee called as witness by an Arbitrator established under this Agreement or such a Conciliation Board, or, to an employee called as a witness by the Alliance before either.

Arbitration

14:03 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- a) a party to the arbitration,
- b) the representative of an employee who is a party to an arbitration,
and
- c) a witness called by an employee who is a party to an arbitration,
- d) where there is more than one employee who is a party to or witness at the same arbitration the parties will arrange the hearings in such a manner so as to create the least amount of disruption to work requirements.

Meetings During the Grievance Process

14.04 When operational requirements permit, the Employer will grant to an employee:

- a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in Happy Valley-Goose Bay and on duty status when the meeting is held outside Happy Valley-Goose Bay area,

and

- b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in Happy Valley-Goose Bay and leave without pay when the meeting is held outside Happy Valley-Goose Bay area.

14.05 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in Happy Valley-Goose Bay and leave without pay when the meeting is held outside Happy Valley-Goose Bay area.

14.06 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance, and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee, where operational requirements permit, will be given reasonable leave with pay for this purpose when the discussion takes place in Happy Valley-Goose Bay and reasonable leave without pay when it takes place outside Happy Valley-Goose Bay area.

Contract Negotiation Meetings

14.07 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

14.08 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings Between the Alliance and Management Not Otherwise Specified in this Article

14.09 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

14.10 Subject to operational requirements and with reasonable notice, the Employer may grant leave without pay to a reasonable number of employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business, including conventions, executive meetings, Canada Industrial Relations Board hearings and representative training courses.

Representatives' Training Courses

14.11 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

THE EMPLOYER UNDERSTANDS:

That for the purposes of interpreting Clauses 14.07 & 14.08 that the Alliance wishes the number of employees allowed leave to be up to a maximum of six **(6)**

ARTICLE - 15

ILLEGAL STRIKES

15.01 Disciplinary action may be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the Canada Labour Relations Code.

ARTICLE - 16

NO DISCRIMINATION

16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the Alliance.

16.02

- a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- c) If by reason of 16.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE - 17

SEXUAL HARASSMENT

17.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

17.02

- a) Sexual harassment is defined as any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unwanted or improper physical contact, gestures, or comments of a sexual nature, the displaying of sexually explicit or erotic material that presents persons in a state of undress whether or not parts of the anatomy usually considered private are depicted, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- b) Personal harassment means any unwarranted behaviour by another staff member (whether or not excluded from the Unit) that is directed at an individual which is designed to endanger an individual's job, undermines the proper performance of that job, or threatens the economic livelihood of the individual but does *not* include behaviour which is reasonably can be categorized as an appropriate exercise of disciplinary or direction duties. Such behaviour includes the application of force, threats, verbal abuse, or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).

17.03 To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that appropriate policies are in place to ensure the

rights of both the complainant and the person(s) against whom the complaint has been lodged as well as the confidentiality of information.

17.04 Processing and Mediation of Harassment and Discrimination complaints

- a) Step 1 Informal. Informal problem solving should be undertaken if appropriate and not already attempted.
- b) Step 2 Complaints. If the employee(s) feels that the informal procedure is unsuccessful or inappropriate, the employee may file a complaint with the Human Resource Specialist, within twenty-five (25) working days from the end of the informal procedure.
- c) Step 3 Independent Investigation. Within one week of the filing of a complaint under this article, the Employer will appoint an independent fact-finder from within the Company who will be required to report within four weeks of appointment unless an extension is granted by mutual consent between the Employer and the complainant and their Alliance representative. Complainants and respondents have the right to be accompanied by an Alliance representative during the investigation process.
- d) Step 4 Mediation. Mediation upon mutual consent of the parties is available at any stage of the process and is strongly encouraged. Mediators may be independent of the investigation process. Mediators shall not be called or used by any parties bound by this agreement as witnesses in any related proceeding and are not to keep records except for statistical purposes and for recording of settlements. All cost of mediation will be paid by the Employer.
- e) Step 5 Binding Complaint Conciliation. After completion of the independent investigation and failing successful resolution via mediation, the matter may be referred to binding complaint conciliation before a conciliator mutually acceptable to the Employer and the Alliance where the complainant with the consent of the Alliance in writing selects conciliation in lieu of processing a Complaint under the Human Rights Code or the grievance procedure in the Agreement. The conciliator so appointed, after meeting with the parties, will recommend appropriate remedies based on the investigation report.

Appropriate remedies will have to be fair to all parties involved, i.e. complainants, respondents and the Employer and shall aim at making the complainant whole.

17.05 Grievances concerning application of interpretation of this article shall go directly to the final level of the grievance procedure.

ARTICLE - 18

STAFFING PROCEDURE

18.01 The Employer shall post all permanent vacancies and newly created positions in the bargaining unit.

18.02

- a) The postings shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. Subject to 18.02 (b) candidates are required to indicate their interest in writing, no later than 5:00 pm on the closing date.
- b) In the event an employee is on leave at some point through the duration of the posting period the following applies:
 - i) it is the employee's responsibility to check all bulletin boards prior to going on leave. If there is a career opportunity on the boards in which the employee is interested, the employee shall apply prior to the closing date.
 - i) if an employee is aware of a career opportunity which he or she believes will be posted during the employee's absence, the employee is responsible for applying to the closing date.
 - ii) if the career opportunity is posted after an employee has commenced leave and the employee returns after the closing date, the employee is responsible for applying upon his/her first scheduled day back to work, provided the interview process has not been completed

18.03 The poster shall contain the following information:

- a) the requirements of the position to be filled and the rate of pay of the position;
- b) the qualifications applicable to the position including education,

knowledge, skills, qualifications, abilities and experience required of the position to be filled.

18.04 The education, knowledge, skills, qualifications, abilities and experience requirements as contained in the posting shall not be established in an arbitrary manner.

18.05 A copy of the poster shall be forwarded to the Union prior to posting which may be done via an electronic copy.

18.06 The candidates shall be advised within two **(2)** weeks of the result of the competition and the name of the successful candidate will be posted.

18.07 Where interviews are conducted, the Employer representative conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the position as posted. In filling the job vacancy, the position shall be awarded based on education, knowledge, skills, qualifications, abilities and experience with seniority being a factor as set out in Clause 48.03. Whenever practicable, the Employer shall endeavor to schedule such interviews during the employee's scheduled hours of work.

18.08 **All** unsuccessful candidates will, upon request be advised of the reasons(s) why they were not successful in the competition. If requested by the employee, the reason(s) will also be communicated in writing. Employees may also request a meeting to discuss their assessment with the representative of the employer responsible for the posting procedures.

18.09 In the event that the Employer decides to consider applications from individuals outside the bargaining unit, the Union will be notified at the time of posting. Preference of appointment shall be from internal qualified candidates prior to consideration of external candidates.

18.10 The Employer may establish eligibility lists for specific positions, by re-posting positions and selecting candidates in advance for immediate placement in the positions as each becomes available. The Union and the Employer will from time to time jointly establish a list of positions which will be the positions subject to this clause 18.10.

18.11 Clauses 18.01 to 18.09 do not apply to:

- a) temporary absences from work by a member of the bargaining unit:
- b) re-assignment of a disabled person employed by the Employer in accord with the statutory duty to mitigate
- c) training or career development assignments into a permanent vacancy up to a maximum of 6 months worked the same position

- d) any position that has not been declared redundant and which has an incumbent who but for an approved leave of absence would be at work provided however that where such absences exceed six (6) months the Employer shall apply clauses 18.01 to 18.10 (if the position is a position established under clause 18.10) but such appointment shall be "temporary" pending the termination of the leave of the incumbent with his/her return to the position in which event the temporarily appointed employee will be re-assigned. Should the leave of absence terminate otherwise than by return of the incumbent the temporarily appointed employee will have his appointment confirmed as permanent
- e) re-assignment of temporarily appointed employees under 18.11(d)

18.12 Notwithstanding Clauses 18.01 to 18.11 where a new position is created with a duration of less than 6 months it will be staffed according to the following protocol:

- a) internal employees will be provided with the first opportunity to compete for the position.
- b) notice will be communicated to all employees via e-mail and bulletin boards and shall contain the following information:
 - Title of position and department
 - Length of assignment
 - Salary
 - A brief description of duties
- c) the notice will be posted for five (5) calendar days. Applicants are required to indicate their interest in writing
- d) only where there are no internal candidates or the internal candidates do not meet or cannot perform the requirements of the of the position will the Employer consider applications from external candidates.

18.13 The Employer will consult with the Union in complying with Employment Equity legislation.

ARTICLE - IQ**LEAVE GENERAL**

19.01 An employee is entitled to be informed upon request, from their manager or supervisor, of the balance of his or her vacation and sick leave credits.

19.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

19.03 An employee shall not be granted two **(2)** different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

19.04 NUMBER RESERVED FOR FUTURE

19.05 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

19.06 In the event of termination of employment for reasons other than death or layoff the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the job title prescribed in the employee's letter of offer on the date of the termination of the employee's employment.

19.07 Accumulation of Vacation Leave Credits

(not applicable to employees covered in 19.25 to 19.27)

An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which he receives at least ten (10) days' pay:

- a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
- b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
- c) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;

- d) two and one-half (2 1/2) days commencing with the month in which the employee's twenty fifth (25th) anniversary of continuous employment occurs:

Entitlement to Vacation Leave With Pay

19.08 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed three (3) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

19.09 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one – half (½) day, the entitlement shall be increased to the nearest one half (1/2) day.

Scheduling of Vacation Leave With Pay

19.10 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

19.11 The employer will not unreasonably deny leave to employees, given reasonable notice. Reasonable notice will vary in individual sections, depending on the total numbers of personnel in the section, the work pattern and the minimum manning required to deliver an acceptable standard of service to the customer. The employee and management will respect the minimum period of notice applicable to change shifts in assessing reasonable notice, unless they can mutually agree otherwise. Scheduled leave will only be cancelled in exceptional circumstances.

The Employer shall, make every reasonable effort to:

- a) schedule an employee's vacation leave in the vacation year in which it is earned;
- b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st but not later than May 31st;
- c) schedule the employee's vacation leave with pay on any other basis than that specified in clause **19.11(b)**, if the employee gives the Employer reasonable advance written notice for requests of vacation leave with pay of five **(5)** days or less;

19.12 Upon request from the employee, the Employer will for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in clauses 19.11(b) and 19.11(c).

19.13 If an employee requests vacation leave with pay in accordance with clause 19.11 and the Employer denies his or her request due to the operational requirements, the Employer agrees to make every reasonable effort, to comply with any subsequent request made by the employee for his or her vacation leave.

19.14 The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

19.15 Where, in respect of any period of vacation leave with pay, an employee is granted:

- a) bereavement leave,
- or
- b) leave with pay because of illness in the immediate family,
- or
- c) sick leave on production of a medical certificate,

the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

19.16 Carry-Over Provisions

- a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- b) During any vacation year, upon application by the employee and at the approval of the employer earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the job title prescribed in the employee's letter of offer or the employee's

substantive position on March 31st, of the previous vacation year.

19.17 Recall from Vacation Leave With Pay

- a) The Employer shall make every reasonable effort not to recall an employee to **duty** after the employee has proceeded on vacation leave with pay.
- b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the incurs:
 - (i) in proceeding to the employee's place of duty,
 - and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 19.17(b) to be reimbursed for reasonable expenses incurred by the employee.

19.18 Cancellation of Vacation Leave With Pay

When the Employer cancels or alters a period of vacation leave with pay which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

19.19 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the Employer shall pay the balance of the employee's unused vacation leave credits to the former employee or the employee's estate.

19.20 NUMBER RESERVED FOR FUTURE

19.21 Subject to clause 19.06, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 19.19 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

19.22 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

19.23 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

19.24 Provided past service with the Employer has not been interrupted by a continuous break exceeding three (3) months, for reasons other than dismissal, discharge, release or abandonment of position such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlements.

FIRE OPERATIONS EMPLOYEES

Accumulation of Vacation Leave

19.25

- a) An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:
 - (i) eleven (11) shifts per fiscal year if the employee has completed less than five (5) years of continuous employment;
 - (ii) fourteen (14) shifts per fiscal year if the employee has completed between five (5) and fifteen (15) years of continuous employment;

- (iii) eighteen (18) shifts per fiscal year after the employee completed fifteen (15) years of service;
- (iv) twenty-one (21) shifts per fiscal year after the employee has completed twenty five (25) years of continuous employment;

19.26 An employee who has not earned pay for the number of shifts or days specified in clause 19.25 (a) for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rates specified in clause 19.25(a) for each calendar month in which the employee earns pay for the specified number of shifts or days.

ARTICLE - 20

OTHER LEAVE WITH OR WITHOUT PAY

20.01 Personal Leave With Pay

The Employer shall grant up to 5 days leave with pay under the following circumstances:

- a) up to one-half (1/2) day with pay to take a dependent family member to a medical or dental appointment or for appointments with appropriate authorities in schools or adoption agencies
- b) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
- c) one (1) day's leave with pay for needs directly related to the birth or to adoption of the employee's child.

20.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), (b) or of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, a Director of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20.02(a) and (c).

20.03 Maternity Leave Without Pay

- a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized, or
 - (ii) where the employee has proceeded on maternity leave

without pay and then returns to work for all or part of the 17 week period and her newborn child is hospitalized, during that 17 weeks she may resume her maternity leave without pay to the extent provided in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave up to the 17 weeks.

- c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22 Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in the Sick Leave With Pay Article, shall include medical disability related to pregnancy.
- f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority and "service" for the purpose of calculating vacation leave.

20.03A Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to j), provided that she:

- (i) has completed six **(6)** months of continuous employment before the commencement of her maternity leave without pay.
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section **22** of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:
- (A)** she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
- (B)** within eighteen **(18)** months following her return to work, as described in *section (A)*, should she claim the full seventeen **(17)** weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six **(26)**;
- (C)** within eighteen **(18)** months following her return to work, as described in *section (A)*, should she claim only a portion of the seventeen **(17)** weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:
- $$\frac{(26 \text{ weeks}) \times (\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$
- (D)** should she fail to return to work in accordance with *section (A)*, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections **(B)** and **(C)**, or having become disabled as defined in the *Canada Pension Plan*, she will be indebted to the Employer for the full amount of the maternity allowance she has received;

(E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections (B) and (C), or having become disabled as defined in the *Canada Pension Plan*, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received) X (number of hours not worked following her return to work)}}{\text{[total number of hours to be worked as specified in (B) or (C)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in sections (B) and (C).

- b) For the purpose of section (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- and
- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this

period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- d) At the employee's request, the payment referred to in subparagraph 20.03A (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) The weekly rate of pay referred to in paragraph (9) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) Maternity allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

20.03B Transitional Provisions

- a) If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.
- b) If, on the date of signature of this Agreement, an employee is absent on maternity leave without pay and more than seventeen **(17)** weeks have elapsed since the termination date of her pregnancy, she may request parental leave as of the date of signing and her return to work date will be extended subject to the provisions of the Parental Leave Without Pay Article. Time already spent on maternity leave after seventeen (17) weeks following the termination of pregnancy shall be deducted from the period of parental leave specified in paragraph 20.04 (a) unless it is for reasons related to the hospitalization of the newborn child, as specified in paragraphs 20.03 (b) and (c).

20.04 Parental Leave Without Pay

- a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two **(52)** week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six **(26)** consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- c) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- d) An employee who intends to request parental leave without pay shall notify the Employer at least four **(4)** weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- e) The Employer may :
 - (i) defer the commencement of parental leave without pay at the request of the employee:
 - (ii) grant the employee parental leave without pay with less than four **(4)** weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- f) Parental leave without pay taken by a couple employed by the Company shall not exceed a total of *twenty-six* (26) weeks for both individuals combined.
- g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

20.04A **Parental Allowance**

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

- (i) has completed six **(6)** months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section **23** of the *Employment Insurance Act* in respect of insurable employment with the Employer,
- and
- (iii) has signed an agreement with the Employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) within ten (10) months of his or her return to work, as described in *section (A)*, should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by fifteen (15);

(C) within ten (10) months of his or her return to work, as described in *section (A)*, should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

$$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$

(D) should he or she fail to return to work in accordance with *section (A)*, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in *sections (B) and (C)*, or having become disabled as defined in the *Canada Pension Plan*, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;

(E) should he or she return to work but fail to work the total number of hours as specified in sections **(B)** or **(C)**, for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in sections **(B)** and **(C)**, or having become disabled as defined in the **Canada Pension Plan**, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received)} \quad \times \quad \text{(number of hours not worked following his/her return to work)}}{\text{[total number of hours to be worked as specified in (B) or (C)]}}$$

however, an employee whose specified period of employment expired and who is rehired by the same department within a period of five days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in sections **(B)** and **(C)**.

- b) For the purpose of sections **(a)(iii)(B)**, **(C)** and **(E)**, periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the ten (10) month period referred to in sections **(a)(iii)(B)** and **(C)**.
- c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three percent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would

have been eligible if no extra monies had been earned during this period;

- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the **SUB** Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the **EI Act**.
- d) At the employee's request, the payment referred to in subparagraph 20.04A (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of **EI** parental benefits.
- e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six **(6)** month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- g) The weekly rate of pay referred to in paragraph **(9)** shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four months, the weekly rate shall be the rate the

employee was being paid on that day.

- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j) Parental allowance payments made under the **SUB** Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

20.05 NUMBER RESERVED FOR LATER USE

20.06 Leave Without Pay for the Care and Nurturing of **Pre-School** Age Children

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- b) leave granted under this clause shall be for a minimum period of six (6) weeks or more;
- c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Employer;
- d) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- e) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the employer.

20.07 Court Leave

The Employer shall grant leave with pay to an employee for the period of time he or she is required:

- a) to be available for jury selection;
- b) to serve on a **jury**;
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) 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 the employee's position,
 - (iv) 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

 - (v) 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.

20.08 **Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with compensation payable under the applicable provincial legislation for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Workplace Health Safety and Compensation Commission of Newfoundland and Labrador and that authority has notified the Employer that it has certified that the employee **is** unable to work because of :

- a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,

or

- c) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to direct that the WHSSC remit to the Employer any amount of entitlement or pays to the Employer any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

20.09 **Leave With or Without Pay** for Other Reasons

Subject to operational requirements, the Employer shall grant:

- a) leave with pay when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in the Agreement.

Leave without pay for periods greater than three (3) months shall not be counted:

- i) as continuous service or days/shifts with pay for the purposes of calculating vacation leave: or
- ii) as days/shifts with pay for the purposes of earning sick leave credits; or
- iii) for pay increment purposes: or
- iv) as employment for the purpose of calculating severance pay.

20.10 **Religious Holy Days**

The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The Employer agrees to allow an employee time-off with pay on religious holy days provided the employee is prepared to make up this time off outside their normal hours of work.

An employee may exchange one of the Designated Paid Holidays listed in Article 21 for a requested day off with pay under this clause.

ARTICLE - 21

DESIGNATED PAID HOLIDAYS

21.01 Subject to clause 21.02, the following days **shall** be designated paid holidays for employees:

- a) New Year's Day,
- b) Good Friday,
- c) Easter Monday,
- c) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- e) Canada Day,
- f) Labour Day,
- g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- h) Remembrance Day,
- i) Christmas Day,
- j) Boxing Day,
- k) one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
- l) one additional day when proclaimed by an Act of Parliament as a national holiday.

21.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who **is** granted leave without pay under the provisions of Article 14, Leave With or Without Pay For Alliance Business.

21.03 When a day designated as a holiday under clause 21.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When *two* (2) days designated as holidays under clause 21.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

21.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 21.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,

and

- b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

21.05 When an employee works on a holiday he or she shall be paid :

- a) time and one half (1 ½) for all hours worked up to the regular daily scheduled hours of work as specified in this agreement, and double time there after, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- b) upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday,

and

- (ii) pay at one and one-half (1 ½) times the straight time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified in the Hours of Work Article

relating employees engaged on continuous shifts or irregular hours.

and

- (iii) pay at double (2X) time for all hours worked on the holiday in excess of the regular daily scheduled hours of work as specified in the Hours of Work Article relating to on continuous shifts or irregular hours;

(c)

- (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.
- (ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
- (iii) The straight-time rate of pay referred to in 21.05(c)(ii) shall be the rate in effect when the lieu day was earned.

21.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- (i) compensation in accordance with the provisions of clause 21.05;

or

- (ii) three (3) hours pay at the applicable overtime rate of pay.

21.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

21.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

21.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

ARTICLE - 22

SICK LEAVE WITH PAY

Clauses with "FR" in the number apply only to Fire Operations Employees

FR22.01 An employee whose work schedule requires one hundred and eighty-two (182) shifts per year shall earn credits at the rate of eleven-twelfths (11/12) of a shift for each calendar month for which the employee earns pay for at least seven (7) shifts.

A one time only credit of forty (40) hours will be added to an employee's accrual of sick leave at the date of signing provided the paid sick days taken by each employee between April 1 and the date of signing are deducted from the total .

FR22.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that

- a) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

- b) he/she has the necessary sick leave credits.

FR22.03 Unless otherwise informed by the Employer, a statement signed by the employee stating the nature of his or her illness or injury and stating that because of this illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause FR22.02

- a) if the period requested does not exceed five (5) days or three (3) shifts if the employee works a shift pattern,

and

- b) if, in the current fiscal year, the employee has not been granted more than ten (10) days, or seven (7) shifts if he/she or her works a

shift pattern, wholly on the basis of statements signed by the employee.

FR22.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

FR22.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause FR22.02, sick leave with pay may, at the discretion of the Employer, be granted

- (a) for a period of up to one and two-thirds ($1 \frac{2}{3}$) the annual accrual if the employee is awaiting a decision on an application for injury-on-duty leave,

or

- (b) for a period equal to the annual accrual if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

FR22.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

FR22.07 Sick leave credits earned but unused by an employee during a previous period of employment with the Employer shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in a position with the Employer within one (1) year from the date of layoff.

FR22.08 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

THE REMAINDER OF CLAUSES APPLY TO ALL EXCEPT FIRE OPERATIONS EMPLOYEES

22.01 Credits

An employee shall earn sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

A one time only credit of five (5) days will be added to an employee's accrual of sick leave at the date of signing provided the paid sick days taken by each employee between April 1 and the date of signing are deducted from the total.

22.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,
- and
- b) he or she has the necessary sick leave credits.

22.03 Unless otherwise informed by the Employer, a statement signed by the employee stating the nature of his or her illness or injury and stating that because of this illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 22.02(a),

- a) if the period requested does not exceed five (5) days or three (3) shifts if the employee works a shift pattern,
- and
- b) if, in the current fiscal year, the employee has not been granted more than ten (10) days, or seven (7) shifts if he or she works a shift pattern, wholly on the basis of statements signed by the employee.

22.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

22.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- (a) for a period of up to twenty - five (25) days if the employee

is awaiting a decision on an application for injury-on-duty leave to be deducted from the annual accrual,

or

- (b) for a period equal to the annual accrual if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

22.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

22.07 . Number Reserved

22.08 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

22.09 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE - 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

23.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

23.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave *is* deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

23.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

23.04 **As** a condition of the granting of education leave without pay, an employee shall, **if** required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a) fails to complete the course;
- b) does not resume employment with the Employer on completion of the course;

or

- b) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

23.05 Career Development Leave With Pay

- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving **its** goals. The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 23.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

23.06 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE - 24

NUMBER RESERVED

ARTICLE - 25

WASH-UP TIME

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

ARTICLE - 26**LANGUAGE ALLOWANCE**

26.01 The employer will determine if a requirement for an additional language proficiency exists.

26.02 Employees who are required to be fluent in another language and who can demonstrate proficiency as required by the Employer will receive an annual "Language Allowance" of two thousand two hundred (\$2200) dollars.

ARTICLE - 27**PAY ADMINISTRATION**

27.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

27.02 An employee is entitled to be paid for services rendered at:

- a) the pay specified in Appendix "A", for the job title of the position to which the employee is appointed, unless subject to Clause 27.06 .

27.03

- a) The rates of pay set forth in Appendix "A" hereof shall become effective on the dates specified.
- b) Where the rates of pay set forth in Appendix "A" of the Agreement have an effective date prior to the date of signing of the Agreement the following shall apply:
 - i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Agreement is signed;
 - ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
 - iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the

effective date of the revision in rates of pay;

- iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- v) no payment or no notification shall be made pursuant to clause 27.03(b) for one dollar or less.

27.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

27.05 If, during the term of the Agreement, a new job title is established and implemented by the Employer, the Employer shall, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels, where applicable, but may apply an interim rate until negotiations are concluded with full retroactivity should the negotiated rate be higher.

27.06 When an employee is required by the Employer to substantially perform the duties of a higher job title level in an acting capacity and performs those duties, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher job title level for the period in which he or she acts. For fire-fighters and power engineers the acting pay will occur immediately. For all other, three (3) days or complete shifts must be worked before receiving acting pay.

27.07 When the regular pay day for an employee falls on his or her day of rest, every effort shall be made to insure the his/her pay is accessible in the morning of the regular pay day and where an employee requests an advance against his/her pay at least 72 hours in advance of his/her regular pay day, the Employer will make such advance against payroll available in the form of a cheque for pick up at the Accounting Office.

27.08 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis and the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit.

27.09 An employee whose job title is reclassified downward by the employer shall continue to receive the same rate of pay until he or she is offered a .

reassignment to a position rated the same as or higher than his or her current position

27.10 An employee whose job title is reclassified downward by the employer and who has refused reassignment to a permanent position rated the same as or higher than his or her position shall have his or her rate of pay reduced.

ARTICLE - 28

TRAVELLING TIME

28.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

28.02 When an employee is required to travel outside Happy Valley – Goose Bay on Employer business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 28.03 and 28.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

28.03 For the purposes of clauses 28.02 and 28.04, the travelling time for which an employee shall be compensated is as follows:

- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer,
- b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.
- c) In the event that an alternate time of departure and/or means travel is requested by the employee, the Employer may authorise such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

28.04 If an employee is required to travel as set forth in clauses 28.02 and 28.03:

- a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
 - and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

28.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

28.06 The travel policy of the Employer will remain in force during the currency of this Agreement unless amended by mutual consent of both Parties.

28.07 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay. Travel status will be deemed to be only at the beginning and end of periods of detached duty: scheduled days of rest during extended periods of detached duty will be unpaid as normal.

ARTICLE - 29
CALL-BACK PAY

29.01 If an employee is called back to work

- a) on a designated paid holiday which is not the employee's scheduled day of work,

or

- b) on the employee's day of rest,

or

- c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid the greater of:

- i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 21.07 of Article 21 of the Agreement

or

- ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees, Part-time employees will receive a minimum payment in accordance with 39.11.

29.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

29.03 Payments provided under Overtime and Reporting Pay provisions of the relevant Group Specific Agreement, the Designated Paid Holiday and Standby provisions of the Master Agreement and clause 29.01 above shall not ~~be~~ be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE - 30

STANDBY

30.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one **(1)** hour of pay at the regular straight time rate of the employee for each eight **(8)** consecutive hours or portion thereof that he or she is on standby.

30.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

30.03 No standby payment shall be granted if an employee ~~is~~ is unable to report for duty when required.

30.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

a) the applicable overtime rate for the time worked,

or

b) the minimum of four **(4)** hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight **(8)** hours.

30.05 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than an employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

30.06 Payments provided under the Overtime and Reporting Pay provisions Agreement, the Designated Paid Holidays and Call-Back Pay provisions of the Agreement and clause 30.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

30.07 This article shall not apply to Fire Operations employees and Power Engineers.

ARTICLE - 31

SHIFT PREMIUMS

31.01 Shift Premium

An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

31.02 Weekend Premium

Employees shall receive an additional premium of one dollar (\$1.00) per hour for regularly scheduled straight time hours and overtime hours on a Saturday and/or Sunday.

31.03 Split Shift Premium

An employee shall receive an additional premium of seventy-five cents (\$0.75) per hour for all hours worked on a split shift. A split shift is defined as a shift that is regularly scheduled under this Agreement and includes one regularly scheduled interruption for purposes other than the employee's meal break or the employee's rest period. However, the foregoing shall not apply in cases where an employee requests to work on a split shift.

Clause 31.03 only applies to employees employed as Cleaners.

ARTICLE - 32**STATEMENT OF DUTIES**

32.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the job title and an organization chart depicting the position's place in the organization

32.02 Either party, or an employee may serve notice to the other, not more frequently than once per calendar year, that the statement of duties and responsibilities provided for in Article 32.01 is not accurate in a material respect and that a change is required which ought to affect the rate of pay paid to the incumbent employee.

The Notice shall set out the details and manner it is believed the Statement of Duties and responsibilities is inaccurate and setting forth the pay adjustment desired.

32.03 The parties shall meet within 20 days of the Notice or such later time as may be agreed to discuss and attempt to resolve the matter through joint consultation. Failing settlement, either party may refer the matter directly to arbitration.

32.04 An arbitrator shall not be entitled to set a rate of pay which is more than 20% above or below the rate paid for the position.

ARTICLE - 33**SUSPENSION AND DISCIPLINE**

33.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.

33.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.

33.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the

meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

33.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

33.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE - 34

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01

- a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- c) An employee has the right to make written comments to be attached to the performance review form.

34.02

- a) Prior to an employee performance review the employee shall be given:
 - i) the evaluation **form** which will be used for the review;

- ii) any written document which provides instructions to the person conducting the review.
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

34.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE - 35

HEALTH AND SAFETY

The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

ARTICLE - 36

JOINT CONSULTATION

36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

36.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.

36.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

36.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

36.05 Medical Plan Review.

An annual review meeting will be held to discuss concerns, observations, suggestions and recommendations of employees in regard to the Medical Plan. Guidelines for this meeting will follow those detailed in general above for Joint Consultation.

ARTICLE - 37

LAYOFF/RECALL AND SEVERANCE

- 37.01 The parties agree that job security shall increase with length of service and that in the event of a lay off that exceeds or is expected to exceed two (2) weeks in duration, the following shall apply:
- a) In the event of amendments to the Contract with PWGSC executed March 25, 1998 requiring layoffs, the Company undertakes to give the same notice to staff of layoff as is received from PWGSC.
 - b) Layoffs due to contracting out as set forth in Article 52
 - c) With the exceptions of a) and b) above, full time and part time employees will receive notice of lay off or pay in lieu of notice as follows:
 - i) 30 days to one year seniority – 15 days
 - ii) over one years seniority – 30 days
 - d) Seasonal employees and those employed less than 30 days will receive 2 days notice of lay off or pay in lieu of notice.

In this Article, Day means normal shifts of the employee.

37.02 Employees shall be laid off on the basis of their seniority applied on a JobTitle basis based upon the principle of last on first off and such employees shall be recalled in reverse order of lay off into the Job Title.

37.03 The Employer shall provide notice to the Union to coincide with notice to employees as set out in 37.01 above, of any labour force reductions stating the numbers to be laid off, the location and the reasons for the lay off.

37.04 The Employer in order to avoid lay off of an employee may offer voluntary early retirement or a separation incentive to any employee. Where the Employer meets with an employee to advise them of such opportunities the employee may request to and be represented by an Alliance representative.

37.05 An employee who meets the qualifications for an equivalent position or higher rated position as would be applicable under the Staffing Article and who agrees to be assigned or appointed to a vacant position shall not be considered permanent or temporary lay off and the Employer shall be relieved from its posting obligations under the Staffing Article of this agreement.

37.06 In the event there is no equivalent or higher rated position that is vacant an employee may agree to be assigned to a lower rated job title providing he/she meets the qualifications for the position as would be applicable under the Staffing Article and he/she shall not be considered to be on permanent or temporary lay off but shall be entitled to be reassigned to his/her old position should work become available to which his/her seniority would entitle him.

If an employee refuses an assignment to a lower rated job title in the bargaining unit, he/she shall be laid off with recall rights as provided for in the Article.

37.06 Where an employee is to permanently laid off and elects to take severance as herein provided, he/she shall also be entitled to:

- i) reasonable leave of absence with pay not to exceed 6 paid regular shifts for the purpose of being interviewed by a prospective employer including time for related travel upon provision of a letter from the prospective employer requesting the employee to attend for the job interview.
- ii) Job search assistance co-ordinated by the Human Resources Department.

37.08 Employees subject to lay-off for an indefinite period shall have the option of

- a) accepting layoff, retaining the right of recall for up to one (1) year;
- or,
- b) accepting termination from the Employer with full pay for the remainder of the notice period, waiving the right to recall by

accepting severance pay outlined below;

37.09 Full time employees will not be required to accept part-time employment.

37.10 In the event of a short term lay off of two (2) weeks or less, lay offs at the end of a season for seasonal employees and at the end of a term for term employee, lay off shall be made without regard to length of service and the provisions of this Article shall not apply.

37.11 The notice provisions of this Article do not apply in the event of acts of God, unforeseen circumstances or climactic and economic conditions beyond the foreseeable control of the Company.

37.12 Recall

- a) Employees who have been laid off and have not accepted severance pay shall be entitled to recall as set out in 37.02 in inverse order of lay off for a period of one (1) year from date of lay off. Upon expiry of the recall period, an employee shall receive severance pay if he/she has not be recalled.
- b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions for which the employee is qualified (within the meaning of the Staffing Article) to perform the duties of the job, within a reasonable period of familiarization.
- c) Any vacancies filled by an employee exercising his rights under this Article are exempt from the Staffing Article posting process.

37.13 Severance shall be calculated on the basis of the employee's weekly rate of pay on the last day of work.

- a) Upon termination, eligible full time and part time employees including seasonal employees shall be entitled to the following severance pay:
- b) two weeks pay for first complete year plus one week's pay for each additional year of service with Serco.

Part years are to be prorated.

ARTICLE - 38**GRIEVANCE PROCEDURE**

38.01 The Employer and the Alliance agree that discussions should occur between employees, Alliance representatives and employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any such discussions.

38.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the employer and the Alliance, or between the Employee(s) and the employer, it shall be processed according to the following grievance procedure.

Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.

38.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

38.04 If the employer fails to meet a time limit, the Alliance, at its option, may either advance the grievance to the next step or await the employer's response, in which case no time limit shall apply against the Alliance until it has received the employer's response.

38.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Alliance representative shall be given leave with pay to attend such meetings. The Alliance shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

38.06 The employee(s) shall be advised of their right to have an Alliance representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s).

38.07 The employer shall designate a representative at each step of the grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

Complaint:

Within twenty (20) working days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Alliance may submit a written complaint to the Employer representative who unless otherwise advised is the Human Resources Specialist.

In calculating the twenty (20) working day period referred to above only days during which the employee(s) is actively at work shall be counted. Where an employee(s) commences a leave period during the twenty (20) working day period, calculation of the time in which the employee(s) has submitted the complaint will be suspended. Upon return to work the employee shall have the balance of the twenty (20) working day period as calculated above in which to submit the complaint.

Within seven (7) working days of the receipt of the complaint the employer representative shall meet and provide a written response to the employee(s) and the Alliance representative.

STEP 2:

If a satisfactory settlement has not been obtained under the complaint, employee(s) and or the Alliance representative may within ten (10) working days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the Employer representative designated as Step 2 with a copy to Human Resources. This designated Employer representative shall call a meeting and render a decision within five (5) working days of the receipt of the grievance.

STEP 3:

If the grievance is not satisfactorily settled under Step Two (2), then the grievance may be referred to arbitration, within thirty (30) days of the expiry of the time limits set out in Step Two (2).

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code to be chosen from the list of Arbitrators which follow . The Employer and the Alliance shall make every effort to agree on the selection of the Arbitrator from the list within ten (10) working days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

LIST OF ARBITRATORS:

James Oakley
David Alcock
Christine Fagan
John Clarke
Denis Browne

In the event that the parties fail to agree on the choice of arbitrator, the next arbitrator on the list will be selected in succession beginning with the arbitrator 1st listed and thereafter the one immediately following the last one selected or used.

The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The arbitrator shall render a decision within a reasonable period.

The arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the arbitrator.

The arbitrator shall not change modify or alter any of the terms of this agreement.

Expedited Arbitration

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties. Any decision flowing from this procedure shall be without precedent and shall not be used or referred to in any subsequent arbitration whether under the normal procedure or this procedure.

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within forty-five **(45)** days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator of his own motion or upon the petition of one of the parties;
- b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume *of* the reasons

for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;

- d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon **as** possible but at all times within ten (10) days of the date of the hearing;
- e) the decision of the Arbitrator shall not constitute a precedent;
- f) such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
- g) such decisions from the expedited format shall be final and binding upon the Parties in respect only of the specific matter arbitrated.

ARTICLE - 39

PART-TIME EMPLOYEES

General

39.01 Part-time employees shall be entitled to the benefits provided under the Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work of full-time employees unless otherwise specified in this Agreement.

39.02 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this Agreement for a full-time employee.

39.03 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

39.04 Leave will only be provided

- a) during those periods in which employees are scheduled to perform their duties;

or

- b) where it may displace other leave as prescribed by this Agreement

39.05 NUMBER RESERVED FOR LATER USE

Designated Holidays

39.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

39.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 of the Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified in this Agreement and double (2T) thereafter.

39.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 of this Agreement, shall be paid for the time actually worked in accordance with clause 39.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

39.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this Agreement, of a full-time employee, but does not include time worked on a holiday.

39.10 Subject to 39.09 a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

Call-Back

39.11 When a part-time employee meets the requirements to receive call-back pay in accordance with 29.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

39.12 Subject to 39.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, and is entitled to receive a minimum

payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four **(4)** hours pay at the straight-time rate of pay.

Bereavement Leave

39.13 Notwithstanding clause 39.02, there shall be no prorating of a "day" in clause 20.02 - Bereavement Leave With Pay.

Vacation Leave

39.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

- a) when the entitlement is five-sixths ($5/6$) of a day a month, one-sixth ($1/6$) of the hours in the employee's work week per month;
- b) when the entitlement is one and one-quarter ($1 \frac{1}{4}$) days a month, one-quarter of the hours in the employee's work week per month;
- c) when the entitlement is one and two-thirds ($1 \frac{2}{3}$) days a month, one-third of the hours in the employee's work week per month;
- d) when the entitlement is two and one-twelfth ($2 \frac{1}{12}$) days a month, five-twelfths of the hours in the employee's work week per month;
- e) when the entitlement is two and a half ($2 \frac{1}{2}$) days a month, one-half of the hours in the employee's work week per month;

Sick Leave

39.15 A part-time employee shall earn sick leave credits at the rate of one-quarter ($1/4$) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

39.16 Vacation and Sick Leave Administration

- a) For the purposes of administration of clauses 39.14 and 39.15, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the

hours worked at the straight-time rate calculated on a monthly basis.

- b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

39.17 Notwithstanding the provisions of Article 24 (Severance Pay) of the Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE - 40

HOURS OF WORK

40.01 For the purpose of this Article:

- a) Except as provided otherwise herein, the normal hours of work, exclusive of a lunch period, shall be as listed below.
 - i) Eight (**8**) consecutive hours per day and forty (40) hours per week, Monday to Saturday, 7am to 6pm.
 - ii) For those in the Fire Operations employees, 42 hours per week in a shift pattern as set out in 40.05.
 - iii) For Power Engineers, 40 hours per week in a shift pattern as set out in 40.04.

Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

40.02 Schedules of Work

- a) The Employer will post a schedule hours of work to meet operational requirements for employees on a fixed, rotating

irregular basis so that employees, on a weekly basis, work:

- i) The weekly and daily hours of work may be varied by the Employer following review with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged;
 - ii) An average of forty **(40)** hours and an average of five **(5)** days per week; and,
 - iii) Eight **(8)** consecutive hours per day, exclusive of one **(1)** hour meal period
- b) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
 - c) The Employer will make every reasonable effort:
 - i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift; and
 - ii) to avoid excessive fluctuations in hours of work; and
 - iii) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
 - d) Except as provided in 40.05 for Fire Operations staff schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules which will remain in effect for periods of not less than twenty-eight **(28)** calendar days.
 - e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
 - i) on the day it commenced where half or more of the hours worked fall on that day, or,
 - ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or

is considered to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- f) The Employer will provide two **(2)** rest periods of ten (10) minutes each per full working day. However, if due to operational requirements the Employer does not permit an employee to take a rest break the employee will be given equivalent time off with pay. An employee may be required to take such rest periods at the employee's work location when the nature of the employee's duties make it necessary.

40.03 Changes to Schedules of Work

- (a) The Employer agrees there will be meaningful and constructive consultation with the local Alliance representative(s) respecting any change in hours of work that the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting or within 3 (three) working days. This provision in 40.03 a) does not apply to circumstances when the employer changes an individual's shift, or, scheduled hours of work within the posted schedule of work.
- b) By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 40.02 (d).
- c) 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.
- (d) An employee whose scheduled hours of work are changed without five (5) calendar days prior notice in advance of the starting time of the change:
 - i) shall be compensated at the rate of time and one half **(1 1/2)** for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time; subject to

the overtime provisions of this Agreement.

- ii) shall retain their previously scheduled days of rest following the change, or, if worked, such days of rest shall be compensated in accordance with overtime provisions of this Article.

40.04 Variable Hours of Work/12 Hour Shift Schedules

- a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 40.01(a). In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- b) Notwithstanding anything to the contrary contained in the 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.
- c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.

40.05 The following provisions apply only to individuals within the Fire Operations Group

- a) When hours of work are scheduled for employees they shall be scheduled so that employees work an average of **forty-two (42)** hours per week over the life of their schedule.
- b) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum **or** maximum hours of work.
- c) A shift schedule shall be posted in the Firehall at the beginning of each fiscal year.
- d) The Employer agrees that no shift schedule shall provide for split shifts.

- e) i) The Employer shall post a duty roster in the Fire Hall eight **(8)** days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ninety-six **(96)** hours' notice in advance of the starting time of the first shift of the employee's new platoon, the employee shall be paid at the rate of time and a half **(1 ½)** for the first shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.
- ii) Sub-clause (i) shall not apply to an employee when the employee is returned to the employee's regular platoon following a temporary assignment to a new platoon.
- f) 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. Such requests shall not be unreasonably denied.
- g) Employees who work shifts in addition to those regularly scheduled within a pay period during the life of a schedule, that arise otherwise than as a result of situations contemplated in **(9)** above will be considered overtime.

40.06 Overtime Compensation

Subject to clause 40.10, overtime shall be compensated for at the following rates:

- a) time and one-half (1 1/2), except as provided for in clause 40.06(b);

- b) double (2) time for each hour of overtime worked after sixteen **(16)** hours' work in any twenty-four **(24)** hour period or after eight **(8)** hours' work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday;
- c) overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. 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 straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken:
- d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- e) if any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

40.07

- a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- b) The minimum payment referred to in 40.07(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 39.12 of the Agreement.

40.08 If an employee reports back for overtime work which is not contiguous to either

- a) the employee's regularly scheduled shift on that day,
- or
- b) any other period of work on that day,

the employee shall be paid for the time actually worked; or a minimum of four **(4)** hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

40.09 When an employee reports to work overtime under the conditions described in clause 40.08, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile,

or

- (b) out-of-pocket expenses for other means of commercial transportation.

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

40.10 An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

40.11 Overtime Meal Allowance

- a) An employee who works three (3) or more hours of overtime,
 - i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,

or

 - ii) immediately following the employee's scheduled hours of work,

shall be reimbursed for one **(1)** meal in the amount of seven dollars and fifty cents (\$7.50), except where a free meal is provided.

- (b) When an employee works overtime continuously extending four **(4)** hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one **(1)** additional meal in the amount of seven dollars and fifty cents, except where free meals are provided, after each four **(4)** hour period. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

EMPLOYEES WORKING VARIABLE HOURS OF WORK

40.12 The Employer and the Public Service Alliance of Canada agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement. The Agreement is modified by these provisions to the extent specified herein.

40.13 It is agreed that the implementation of any such variation in hours shall not result in any additional expenditure or cost by reason only of such variation.

a) General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified herein, starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

For shift workers such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified herein over the life of the schedule. The maximum life of a schedule shall be six (6) months.

For day workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified herein over the life of the schedule. The maximum life of a schedule shall be twenty-eight **(28)** days.

Whenever an employee changes **his** or her variable hours or **no** longer works variable hours, all appropriate adjustments will be made.

b) Conversion of Days to Hours

The provisions of this Agreement which specifies days shall be converted to hours. Where the Agreements refer to a "day", it shall be converted to hours in accordance with the Hours of work specified in the Agreement.

Notwithstanding the above, in clause 20.02 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

Where this Agreement specifies a work week of forty (40) hours, a day shall be converted to eight (**8**) hours:

c) Implementation/Termination

Effective the date on which this article applies to an employee, the accrued leave credits shall be converted from days to hours.

A change to the normal weekly hours of work for an employee will require that the accrued hourly credits be reverted to days and recalculated at the changed conversion rate.

Effective the date on which this article ceases to apply to an employee, the accrued vacation, sick leave and lieu day credits shall be converted from hours to days.

d) Leave - General

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

All leave provisions which specify days in this Agreement shall be converted to hours as follows:

	HOURS
- five-twelfths (5/12) day	3.333
- one-half (1/2) day	4.000

- five-sixths (5/6) days	6.667
- one (1) day	8.000
- one and one-quarter (1 1/4) days	10.0
- one and two-thirds (1 2/3) days	13.333
- two and one-twelfth (2 1/12) days	16.667
- two and one-half (2 1/2) days	20.0

(e) Specific Application

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

Interpretation and Definitions

"Daily rate of pay" - shall not apply.

Overtime

Overtime shall be compensated for all work performed:

- i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- ii) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

(f) Travel

Overtime compensation referred to in clause 40.06 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

(g) Designated Paid Holidays

- i) A designated paid holiday shall account for the normal daily hours specified by this Agreement
- ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified by this Agreement, time and one-half (1 1/2) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

h) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in the specific article of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Employees scheduled to work any portion of a fiscal year under the variable hours of work provisions this Agreement shall not have fractional vacation entitlement of less or more than one-half (1/2) day increased to the nearest half day.

i) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 22 of the Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

j) Shift Premium

Shift work employees on variable hour shift schedules will receive a shift premium in accordance with clause 31.01.

k) Acting Pay

The qualifying period for acting pay as specified in Article 27, clause 27.06 shall be converted to hours.

l) Exchange of Shifts

On exchange of shifts between employees, if provided in this Agreement, the Employer shall pay as if no exchange had occurred.

m) Minimum Number of Hours Between Shifts

The provision in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to variable hours of work.

ARTICLE - 41

BENEFITS

41.01 It is mandatory for eligible full-time, part-time employees and seasonal employees to participate in the Company Benefits plan. The only optional coverage is Group Health and Dental if the eligible staff member can provide evidence of coverage under another plan. Seasonal employees shall not have Long Term Disability coverage during the off season. It is acknowledged these benefits will be provided through an insurance policy(s)

41.02 Dental Plan

The Employer will arrange with its insurer to bring its existing Dental Plan in line with the Benefits statement as provided by the Alliance on Saturday June 5 1999 at 5:50pm. The Employer has agreed to pay the same premium that was paid by DND at 100%.

41.03 **Group Health Coverage**

This coverage is available to all full-time, part-time and seasonal employees through a cost-shared insurance plan. Full details of the services covered are available from the Human Resources Department. The Company reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.04 Basic **Life** and Accidental Death and Dismemberment Insurance

Basic Life and Accidental Death and Dismemberment Insurance is available to full-time, part-time and seasonal employees through an insurance plan funded by the Company. Details of the plan are available on request from the Human Resources Department. The Company reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

The Company will change its policy to provide insurance benefit at two times annual regular salary.

41.05 Long Term Disability

Long Term Disability coverage is available to full-time, part-time and seasonal employees through an employee paid insurance plan. Details of the plan are available on request from the Human Resources Department. The Company reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.06 Medical Travel Within Canada

Medical travel coverage will be made available commencing 1 Jan 2000. This plan will pay for the following expenses if you are referred away from home by your doctor for treatment by another doctor within your own province or elsewhere in Canada and the round trip is 1000 road Kilometres or more.

- Travelling expenses for the person requiring the treatment and one companion if recommended by the attending doctor. Benefits are limited to either round trip economy class travel or automobile fuel expenses. Taxicab, car rental charges and automobile repair charges are not covered.
- Lodging expenses for the person requiring the treatment and one companion. Benefits are limited to moderate quality accommodation for the area in which the expense is incurred. Telephone and meal expenses are not covered.
- Transportation and lodging expenses associated with in-Canada medical travel is limited to a 4 year maximum of \$3000.

ARTICLE - 42

AGREEMENT REOPENER

42.01 This Agreement may be amended by mutual consent.

ARTICLE - 43**TECHNOLOGICAL CHANGE**

43.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Canada Labour Code provisions will apply. Only where the employee does not lose employment as a result of technological change the following clauses 43:02 to 43:07 will apply.

43.02 In this Article "Technological Change" means:

- a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

- b) a change in the Employer's operation directly related to the introduction of that equipment or material.

43.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

43.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

43.05 The written notice provided for in clause 43.04 will provide the following information:

- a) The nature and degree of change.
- b) The anticipated date or dates on which the Employer plans to effect change.
- c) The location or locations involved.

43.06 As soon as reasonably practicable after notice is given under clause 43:04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 43:04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a) The approximate number, class and location of employees likely to be affected by the change.
- b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

43.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE - 44

EMPLOYEE STATUS

44.01 Full Time Employees

Full time employee is an employee hired for an indeterminate period whose hours are those established in Article 40 - Hours of Work.

44.02 Part Time Employees

A part time employee is an employee hired for an indeterminate period whose hours are less than those established in Article 40 - Hours of Work but not less than ten (10) hours and not greater than thirty (30) hours per week. Part time employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees and shall be entitled to the benefits provided in this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees unless otherwise agreed with the Alliance. (See Appendix 'A'.)

That parties to this collective agreement may, with the consent of the concerned employee, agree to waive the requirement of a minimum of ten (10) hours and maximum of thirty (30) hours of work per week for a determined period of time.

Part-time employees will not be utilized as operational firefighters.

44.03 Seasonal Employees

A seasonal employee is an employee hired for seasonal work in airfield operations (field maintenance operators).

Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all the provisions provided under this agreement.

Seasonal employees will be eligible to participate in the benefit plans during the time they are employed by the Employer. During the period of time for which they are not actively in the employ of the Employer, seasonal employees will be able to participate in all benefits plans with the exception of Long Term Disability and Accidental Death and Dismemberment, providing they pay the cost of all premiums.

Providing there are the requirements for staff, seasonal employees will be recalled by the employer, in order of seniority, for the subsequent work season, unless the seasonal employee has been notified by the Employer not later than his/her last day of employment, that, consistent with the provisions of this agreement, he/she will not be recalled.

If a seasonal employee is not recalled because of a change in staffing requirements, he or she shall be entitled to severance payments as per Article 37.13 of the collective agreement where he/she is prepared to surrender any and **all** recall rights. Service will be calculated based on actual time employed.

Seasonal employees will not ordinarily accrue vacation credits as per Article 19 – Leave General but will be provided with six (6)% vacation pay on a bi-weekly basis. Seasonal employees who work at least six (6) months per twelve month period may opt to have vacation credits accrue at the rate set out in Article 19.

Seasonal employees will not be utilized as operational firefighters.

44.04 TERM EMPLOYEES

- a) Term employees are employees hired for a specified period of time determined at the time of hire, not to exceed eighteen (**18**) months for the purpose of:
 - ii) replacement of permanent employees who are on leave with or without pay, or
 - ii) non-recurring work

- b) Term employees may be hired for a period of time exceeding eighteen **(18)** months if they are hired for the replacement of permanent employees on leave as follows:
 - i) pursuant to clause **14.10, 20.08, 20.09** or
 - ii) on extended sick leave or long term disability, or
 - iii) who may have been assigned to a special project and is expected to return to their original position,
- c) **All** Term employees will be advised in writing of their termination date when hired. With the exception of clause **44.04 (b)** above, if the term of employment extends beyond eighteen **(18)** months in the same position, the individual will be granted non-probationary, indeterminate employment status.

Term employees are covered by all provisions of this collective agreement, except - Layoff/Recall and Severance.

For the purpose of Vacation Leave, Term employees will, at the time of hire, choose one of the following options:

- a) receive six (6%) vacation pay on a bi-weekly basis: or
- b) receive six percent (6%) vacation pay on a bi-weekly basis and be entitled to the equivalent amount of vacation leave without pay at a time convenient to the employee and the Employer; or,
- c) accumulate vacation leave with pay at the rate of one and one quarter **(1 1/4)** days for each month in which the employee receives at least ten **(10)** days pay. Earned vacation leave with pay can be taken after the completion of six months continuous service at a time convenient to the employee and the Employer.

If the term of employment extends beyond six (6) months of continuous employment the employee is eligible for coverage under the sick leave provisions outlined in Article 22 and may participate in the benefit plan

Full-time employees who are appointed to term positions will continue to be covered by all provisions of the collective agreement and will be returned to their former position upon completion of the term assignment.

ARTICLE - 45**PROBATION**

45.01 All newly hired employees shall be considered probationary employees for three months provided however, that the probationary period may be extended by mutual agreement for up to an additional 3 months.

45.02 During the probation period an employee will have their performance discussed and reviewed with them on a regular basis.

ARTICLE - 46**BREAK IN SERVICE AND EMPLOYMENT**

46.01 Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay as per the provisions of Article 37.13;
- c) is discharged for just and sufficient cause;
- d) abandons his/her position by failing to report for duty for three (3) consecutive work days unless he/she have notified the Employer in advance and has provided a reason acceptable to the employer.

ARTICLE - 47**PENSION PLAN**

Full-time, part-time and seasonal employees are eligible to join the Company Pension Plan. The Company pension plan is a registered retirement, defined contribution plan underwritten by an Insurance Company. There is a minimum contribution of 1% base salary and the Company will match the full-time employee or part-time employee contribution to a maximum of 4% base salary

annually. Details of the plan are available on request from the Human Resources Department.

The Company reserves the right, through consultation with the union, to change the insurer underwriting the Pension Plan.

ARTICLE - 48 SENIORITY

48.01 Seniority means, length of service with Serco since Sept. 1, 1998.

- a) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
- b) Seniority will not be transferable between bargaining units except as outlined in Clause 48.06a:

48.02 The seniority of a continuing **non-full-time** employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

48.03 Seniority shall be a factor in cases of conflict for layoffs and recalls from layoff (subject to Article 37, Layoff/Recall and Severance).

48.04 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as established by placing the names of the concerned employees on paper in a container (hat) and then have the names selected at random by concerned employees in the presence of a representative of the Alliance.

- 48.05 a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months by the Employer and posted on bulletin boards, with a copy forwarded to the President of the Union local.
- b) An employee who feels that they are improperly placed on a seniority list for the first time shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement. Once the time limit has expired or a grievance resolved then the seniority for such individuals shall be conclusive.
- 48.06 a) For the purpose of Layoff/Recall and the application of Article (Lay-off/Recall and Severance), employees permanently appointed to a position outside their bargaining unit but within

the other bargaining unit, where both bargaining units are represented by the Alliance, shall retain but cease to accumulate seniority in their former bargaining unit for a period not exceeding three (3) years.

- b) Employees permanently appointed to a position outside the bargaining units shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
- c) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- d) No employees shall be transferred to a position nor required to perform any work outside their bargaining unit.

48.07 An employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

ARTICLE - 49 UNIFORMS, TOOLS AND CLOTHING

For the health and safety of employees and the public image of Serco, uniforms and protective clothing will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Employer to wear them on duty.

The employer will determine, as deemed necessary by the type of position and working conditions, the scale of issue and the type of clothing. The clothing provided will be from the following range provided that additional issues may be approved in extenuating circumstances.

Shirts	2 (short sleeve)
Shirts	2 (long sleeve)
Pants	2
Coveralls	1 (if required)
Winter Boots	1 Pair (Steel toe as required)
Rain Gear	1 (Jacket and Pants)
Winter Parka	1

Jacket	1
Gloves	1 Pair
Toque	1
Steel Toe Boots	1 Pair (where required by nature of job)

Fire Fighter Group

a) Day Workers

Tunic	1
Shirt	1
Necktie	1
Trousers	1
Service Cap	1 (with badge)
Coveralls	1
Dress Shoes	1

b) Shift Workers

Summer Jacket	1
Jump-suit/Coveralls	3
Ball Caps	1
Winter Parka	1
Hard Helmet	1
Work Boots	1 Pair
Gloves	2 Pairs

In addition, the following Personal Protective Equipment will be provided:

Fireman Suit	
Helmet	1
Gloves	1 Pair
Boots	1
Flash Hood	1

General Conditions

- i) All clothing items shall conform to CSA and WCB standards
- ii) Replacements cycles will be from the date of issue for a period of time as determined by the employer
- iii) Initial size fitting is the responsibility of the employer.

The employer will provide, maintain and replace, all tools required by employees in the performance of their duties. Employer will cover such costs unless employee is found liable through loss or negligence.

Staff must return any tools or clothing Issued to them on request or when their employment with the Company terminates. If they do not do this, they will be liable to pay the Company, by deduction from salary or otherwise, a sum not exceeding the net cost of the items not returned. Uniforms may not be modified in any way.

ARTICLE - 50 FIREFIGHTER PHYSICAL FITNESS

50.01 The parties agree that Firefighters should maintain a minimum level of physical fitness and that the Medical Considerations outlined in the Department of National Defence, Fire Fighter Physical Fitness Maintenance Program, as amended from time to time, will apply. The current Program is attached as Appendix D

- 50.02
- a) Operational requirements permitting, Firefighters will be scheduled for a minimum of one (1) hour per shift during their working hours to exercise in order to maintain their physical fitness with apparatus provided and maintained by the employer.
 - b) Firefighters will participate in an annual physical fitness test, as determined by the Department of National Defence, Fire Fighter Physical Fitness Maintenance Program.

50.01 Such a program will include a doctor, who, based on his/her assessment of the referred Firefighter, will make one or more of the following recommendations:

- the firefighter is fit for the physical fitness evaluation and subsequent training:
 - without limitations; or
 - with limitations noted.
- firefighter is unfit for the evaluation and subsequent training:
 - permanently; or
 - temporarily

50.04 The following shall be deemed failures:

- any refusal to participate in the Program;
- any refusal of the annual evaluation;
- any health related problem(s) that would prevent any firefighter from engaging in an exercise prescription or program and taking

- the annual evaluation; and
- any firefighter who does not complete the entire circuit or fails to complete the circuit within the specified time limits set out in the DND Fire Fighter Physical Fitness Maintenance Program.

50.05 The following remedial actions shall apply:

- a) If there is a failure to participate in the fitness evaluation for medical reasons as specified in 50.03 then he/she must proceed under 50.05c) below; or,
- b) Failure to complete the circuit or completion of the circuit in greater than the time limit allowed during the annual physical fitness test shall result in a mandatory re-evaluation being required within 90 days.
- c) If he/she fails the second test or is unfit for medical reasons he/she shall under the supervision of a qualified physician in the area of occupational fitness develop a plan to assist the fire fighter in meeting the physical fitness circuit requirements within a further 90 days;
- d) A failure to meet the physical fitness requirements or be medically unfit to do the test after the procedure in c) has been completed will require the fire fighter concerned to be processed under Article 50.06
- e) Any failure for medical reasons shall result in an annual physical fitness test until such time as the employee is fit for re-evaluation testing
- f) Refusal to participate in the program or the annual physical fitness test shall result in disciplinary action.

50.05 In the event that any firefighter fails the final re-evaluation as set out in 50.05, the firefighter may be reassigned to an equivalent or lower rated position, if a vacancy is available or non-disciplinarily terminated under this agreement.

ARTICLE - 51

STANDARD OPERATING PROCEDURES

51.01 For the duration of this Collective Agreement:

The **Firehall** will operate on a **24** hour basis;

Operational Firefighters will be scheduled on a **14** hour nights and **10** hour day shift basis (i.e. an average of **12** hours);

There will be a **4** Platoon System:

Platoon Chiefs may not be assigned Paramedic duties.

ARTICLE - 52

WORK IN THE BARGAINING UNIT

52.01 Excluded staff will not perform duties normally assigned to those employees who are covered by this Agreement except in emergencies or when regular employees are not available.

52.02 Contracting out is accepted by the parties in respect to the following complete functions, Food Services, Security and Transient Servicing.

52.03 For the life of this Collective Agreement, employees hired prior to the date of signing of this agreement shall not be subject to layoff or have their hours of work reduced, or for seasonal employees have their recall rights affected, as a result of the Employer contracting out Bargaining Unit work. Reassigned employees will be fully salary protected in accordance with Clause **27.09** and **27.10**.

ARTICLE - 53

DURATION OF AGREEMENT

This Agreement shall be effective from the 1 day of April 1998 up to and including the 30 day of June 2002 and year to year thereafter unless one of the parties gives notice to the other that it desires to amend, revise or terminate this Agreement.

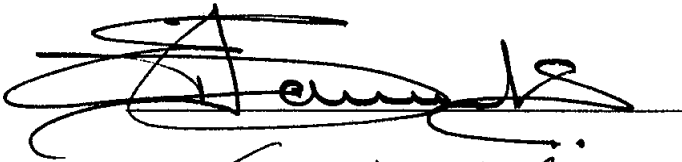
This agreement shall be retroactively applied on wages and accrual of sick leave and continuous service from the date of signing back to April 1, 1998.

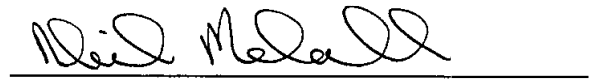
SIGNING PAGE

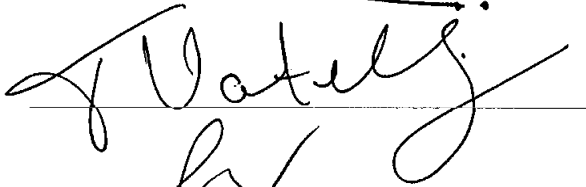
This formal agreement signed and delivered between the Parties on the 14th day of
January 2000.

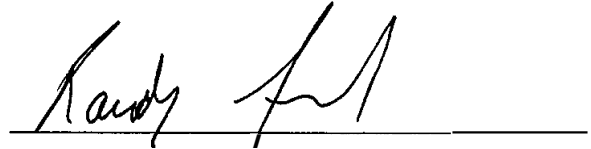
SERCO FACILITIES MANAGEMENT INC.

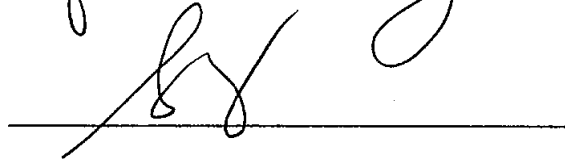
PUBLIC SERVICE ALLIANCE OF CANADA

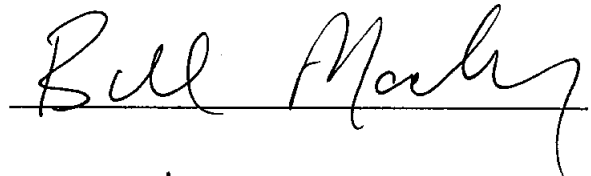


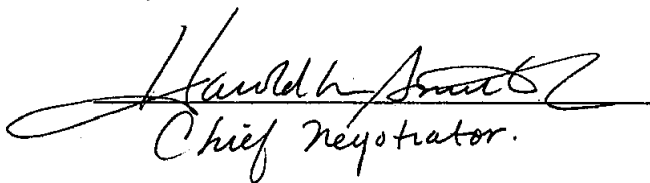


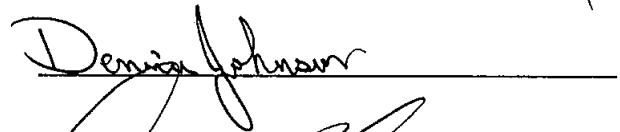




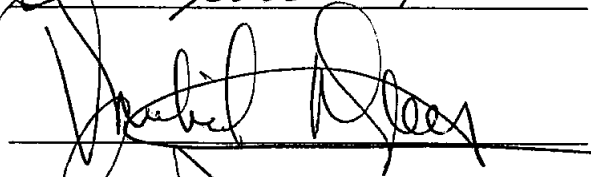


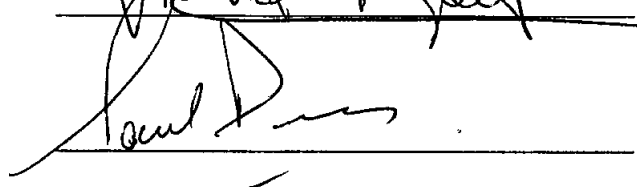



Chief negotiator.









Randy Ford
President
PSAC Local Goose Bay

Dear Mr Ford,

Lieu of DND Service

The Company agrees to schedule, during the non-flying season, ie that period between November 1 and February 28 over the term of this agreement, one only vacation period of one weeks duration with pay for each employee employed as at the date of signing of this agreement. Each employee who is so scheduled will be paid one regular weeks straight time wages as special pay in lieu of any claims for previous service credit with DND or the Government of Canada.

A scheduler will be posted on October 1st, for employees to select preferred dates for this vacation period and where there is a conflict in selection it will be resolved on the basis of seniority.

This letter will be deemed spent and will be removed from the agreement when the employees have been scheduled in accordance with it.

Yours truly,

Phil Cutts
Site Manager
Serco Facilities Management Inc
Goose Bay

July 1999

APPENDIX A -Job Titles and wages

JobTitle	Rates	Rates	Rates	Rates
	Effective 1-Apr-98	Effective 1-Jul-99	With a 2.00% Increase Effective 1-Jul-00	With a 2.50% Increase Effective 1-Jul-01
Accommodation\Visits Manager	20.94	21.44	21.87	22.42
Airfield/Met Supervisor	26.49	26.99	27.53	28.22
Assistant Platoon Chief	19.75	20.25	20.66	21.17
Aviation Weather Services Manager	35.12	35.62	36.33	37.24
Chief of Fire Operations	24.50	25.00	25.50	26.14
Cleaning Supervisor	14.84	15.34	15.64	16.03
Contract Administrator	26.17	26.67	27.20	27.88
Deputy Quality Assurance Manager	19.50	20.00	20.40	20.91
Design & Work Control Manager	26.17	26.67	27.20	27.88
Driver Light Supervisor	13.87	14.37	14.65	15.02
Env. and Occupational Health and Safety Officer	27.47	27.97	28.53	29.24
Executive Assistant/Supervisor - GAF	19.50	20.00	20.40	20.91
Facilities Maintenance Manager	22.37	22.87	23.33	23.91
Fire Prevention Officer	24.50	25.00	25.50	26.14
GES Manager	27.50	28.00	28.56	29.27
Heavy Equipment Crew Chief	17.03	17.53	17.88	18.33
Infrastructure Support Supervisor	18.49	18.99	19.37	19.85
Mechanical Supervisor	21.43	21.93	22.37	22.93
Plant Shift Supervisor/PE2	18.56	19.06	19.44	19.93
Platoon Chief	20.96	21.46	21.89	22.44
Roads & Grounds Supervisor	17.03	17.53	17.88	18.33
Safety Officer\Chief Dispatcher	17.03	17.53	17.88	18.33
Sector Team Supervisor(GAF)	18.49	18.99	19.37	19.85
Sector Team Supervisor(RAF)	18.49	18.99	19.37	19.85
Sector Team Supervisor(RNLAF)	18.49	18.99	19.37	19.85
Senior Buyer	18.72	19.22	19.60	20.09
Senior Shipping and Receiver Clerk	14.21	14.71	15.00	15.38
Senior Supply Clerk	14.21	14.71	15.00	15.38
Senior Warehouse Operative	14.21	14.71	15.00	15.38
Supply Manager	20.94	21.44	21.87	22.42
Telecoms/ADP Supervisor	26.49	26.99	27.53	28.22
Transportation Manager	20.94	21.44	21.87	22.42
Utilities Manager/PE1	24.43	24.93	25.43	26.06
Vehicle Maintenance Supervisor	17.03	17.53	17.88	18.33

Even if collective agreement rates are lower than the incumbent's current salary paid by Serco, the Parties have agreed that the above rates are minimum rates. In instances where the incumbent's salary is higher than listed above, they will receive the increases as indicated above.

Appendix B Travel Expense Policy

Aim

The basic principle of this policy is to ensure that Serco personnel who travel on company business are not out of pocket as a result of that travel. The policy aims to provide a standard procedure for determining what employees can list as legitimate expenses, how much employees are entitled to spend and how employees should document all expenses while travelling on behalf of Serco Facilities Management Inc. – Goose Bay.

Procedure

Travel advances are available prior to travel, if required. Travel advances may be obtained by submitting an approved cheque request form (attachment #1) to the accounting office. Expense claim forms (attachment #1) must be completed, approved and forwarded to the accounting office immediately after returning from travelling. Include receipts for non per diem items and ensure they are clearly itemised.

Eligible Expenses

Eligible expenses are a combination of a Per Diem of ...

- a. \$55.00, No receipts required
- b. Actual expenses incurred, itemised receipts required."

Meals:	per diem @ \$47.00 (Breakfast \$10, Lunch \$12, Dinner \$25)
Incidentals:	per diem @ \$8.00
Mileage:	\$0.30 per kilometre
Airfare:	actual expenditure*
Lodging:	actual expenditure (includes: reasonable phone, fax usage)*
OR private Lodging:	\$30.00 per day
Ground Transport:	actual expenditure (includes: taxi, gas, parking, rentals)*

Appendix C

DAOD 4007-4, Fire Fighter Physical Fitness Maintenance Program

Fire Fighter Physical Fitness, Maintenance Program

Identification

Date of Issue	TBD
Application	This is an order that applies to members of the Canadian Forces (CF) and a directive that applies to employees of the Department of National Defence (DND).
Supersession	CFAO 50-23, Fire Protection Personnel – Physical Fitness; And CPAO 9.21, Fire Fighter Group – Physical Fitness.
Approval Authority	Issued under authority of the Assistant Deputy Minister (Infrastructure and Environment) (ADM(IE)).
Enquiries	Canadian Forces Fire Marshal (CFFM)

Program Administration

Aim	The Fire Fighters Physical Fitness Maintenance Program (FF PFMP) is a wellness program designed to promote physical fitness and a physically active lifestyle that will ensure that all DND/CF fire fighters possess the physical ability and capacity to complete demanding tasks at irregular intervals.
Components	<p>The FF PFMP consists of:</p> <ul style="list-style-type: none"> • A task-based evaluation • An exercise prescription; and • Counselling components based on performance related physical and health fitness.

Requirements and Responsibilities

The FF PFMP is official DND policy. Therefore,

- It is a mandatory requirement that all CF/DND fire fighters auxiliary and volunteer fire fighters employed by DND participate in the program;
- the Canadian Forces Personnel Support Agency (CFPSA), Directorate of Physical Education (DPE) is responsible for the delivery of the program;
- CFPSA physical fitness staffs are responsible to their Commanding Officer for planning, organising, conducting, Instructing and evaluating the program; however
- the primary responsibility rests with the Commanding Officer to ensure that all fire fighters under his command actively participate in the program by allocating at least 1 hour of physical fitness training or participation in other recognised and approved program per CF/DND fire fighter per shift.

Evaluations

- All CF/DND fire fighters shall be evaluated annually;
- except for special circumstances, evaluations shall only be carried out during the months of September, October and November;
- any fire fighter not available during the evaluation period, as a result of temporary duty, courses, medical condition, annual leave or posting, shall be evaluated within 30 days upon his return to duty;
- evaluation shall be conducted in accordance with A-PD-050-000/PT-001 "An Operations Manual for the Canadian Forces Department of National Defence Fire Fighter Physical Fitness Maintenance Program";
- proof of a valid successful evaluation is mandatory prior to promotion, career course, posting to isolated areas, on board HMC ships and participation in operational

deployments: and

- CF military fire fighters participating in the FF PFMP are exempt from other physical fitness evaluations of the CF EXPRES Program and DND civilian fire fighters from other physical fitness evaluations of A-CE-F50-002/PT-001 Physical Fitness and the Fire Service.

Exemptions

In the interest of their good health, participation in the FF PFMP is recommended, voluntary but not mandatory, for any Administrative or other position whose duties do not and are not likely to include general fire fighter duties related to providing emergency operational responds services to combat structural, aircraft, ship, vehicle, special hazard and natural cover fires; driving and operating general and special fire fighting vehicles; using self-contained breathing apparatus (SCBA); using ladders and carrying out rescue functions.

However, those who are exempt and do not voluntarily participate in the FF PFMP:

- will not be exempt for other CF physical fitness evaluations of the CF EXPRES Program for military or A-CE-F50-002/PT-001 Physical Fitness and the Fire Service for civilians;
- Will be required to pass the evaluation prior to assuming any operational fire fighter position including acting positions; and
- Shall not be allowed to participate, act as backup or count as minimum manning requirement in any exercise, evolution or emergency where the CF/DND employee could be required to assume the physical functions of a fire fighter.

Reports and Returns

The following forms shall be used for the program:

- CF/DND Fire Fighter Physical Fitness Maintenance Program 2205 (4-98); and

- Medical Referral Round trip Memorandum DND 2206 (4-98).

Medical Considerations

Suitability for Evaluation

Prior to attempting the annual evaluation, all fire fighting personnel will answer the Health Appraisal Questionnaire at Section B of DND 2205 (4-98).

Medical Referral

CF fire fighters will be medically referred to CF Medical Officer (MO) and DND fire fighters will be referred to an approved Health Canada civilian medical doctor utilising DND 2206 (4-98) (Annex B) prior to evaluation and physical fitness training when any of the following conditions exist:

- On initial or first time physical fitness evaluation;
- a **YES** response is made to any of the items on the Health Appraisal Questionnaire other than question 8; or
- a **YES** response is made to question 8 on the Health Appraisal Questionnaire and the drug the fire fighter is taking appears on List of Medications at Annex C of A-PD-050-000/PT-001; or
- the fire fighter's resting heart rate exceeds 100 beats/minute after two measurements; or
- the fire fighter's resting systolic blood pressure exceeds 140 mmHg and/or the resting diastolic blood pressure exceeds 90 mmHg; or
- if the fire fighter develops any symptoms, which in the experience of the evaluator or fire fighter are outside of those normally encountered; or

- if there is any concern for the well-being of the fire fighter; or
- if there is any doubt as to a fire fighter's suitability to take the evaluation.

Medical Actions

As applicable, the CF MO or civilian doctor, based on his/her assessment of the referred fire fighter, will make one or more of the following recommendations on the DND 2206 (4-98):

- the fire fighter is fit for the physical fitness evaluation and subsequent training:
 - without limitations; or
 - with limitations noted.
- The fire fighter is unfit for the evaluation and subsequent training:
 - permanently; or
 - temporarily.

Failures

The following shall be deemed failures;

- any refusal to participate in the CF Express or FF PFM Programs;
- any refusal of the annual task-based evaluation of the FF PFMP;
- any health related problem(s) that would prevent any fire fighter from engaging in an exercise prescription or program and taking the annual evaluation; and
- any fire fighter that does not complete the entire circuit or fails to complete the circuit within 8:00 minutes.

Remedial Actions The following remedial actions shall apply:

Failure				Re-Evaluation
Refusal		Military Counselling	Civilian Counselling	N/A
		Official notification by Recorded Warning of refusal consequences within 30 days of member refusal. Counselling and Probation after 30 days of Recorded Warning issue.	? (TBD in consultation with HR civilian staff) (TBD in consultation with HR civilian staff)	
Medical		As determined by medical profession.		90 days after member deemed fit for re-evaluation.
Circuit Failure	Over 8:00 minutes.	Fire fighter shall be placed on counselling and under a supervised exercise program.		Within 90 days.

Dispositions

For failure after final re-evaluation, the following dispositions shall apply:

- **For military members:** The commanding Officer shall forward his recommendations to NDHQ/DGMC where a career review shall be carried out with the following recommendations:
 - Occupational transfer; or
 - Release from the CF.
- **For civilian members:** The member's manager shall make the following recommendations through the Civilian

Personnel Officer to the Commanding Officer:

- Re-assignment to alternative employment; or
- Release from the Public Service.

References

Source References

- Canada Labour Code – Part II
- ADM(IE) Instruction 001/98 – Interim CP/DND Fire Fighter Physical Fitness Program
- A-PD-050-000/PT-001 – An Operation Manual for the Canadian Forces Department of National Defence Fire Fighter Physical Fitness Maintenance Program

Related References

- QR&O 15, Release;
- CFAO 26-17 Recorded Warning and Counselling and Probation;
- CFAO 34-30 Medical Standards for the CF;
- CFAO 50-1, Physical Fitness training;
- CPAO 7.14, Release or Demotion for Incompetence or Incapacity;
- DAOD 4007-0, Fire Protection Services;
- DAOD 4007-2, Structural Fire Response.
- Interim DAOD...?...- Career Review for Medical Employment Limitations;
- Interim DAOD...?...- Career Review Process

INDEX

A

B

bereavement leave.....	25
bilingual positions.....	48
break in service and employment...	84
bulletin boards.....	9

C

Clothing.....	86
court leave.....	36

D

dental plan.....	78
designated holidays	39
discipline	55

E

employees as representatives.....	8
extended health care plan.....	78

F

full-time employee	81
--------------------------	----

G

grievance procedure	61
---------------------------	----

H

harassment.....	15
health and safety	57
hours of work.....	67

I

Injury-on-duty leave.....	37
---------------------------	----

J

Joint consultation	57
--------------------------	----

L

layoff.....	58
leave with or without pay other reasons.....	37
leave union business.....	12
leave without pay care/nurture pre-school children...	36
leave-general	20
lockout.....	11

M

maternity leave	26
-----------------------	----

O

overtime.....	71
---------------	----

P

part-time employee.....	64,81
parental leave	31
pay administration	48
pension plan.....	84
performance review	56
postings	17
information.....	17
postings duration.....	17
probation.....	84

R

recall.....	60
religious holy days	38

S

safety footwear	86
schedules of work	67
changes.....	69
firefighters	70
meal periods.....	68
rest periods	69
variable hours of work	70, 74
seniority.....	85
lists	85
severance.....	60
shift premium.....	54
sick leave with pay	42
staffing procedure	17
standard operating guidelines	90
standby.....	53
statement of duties	55
seasonal employee	82
suspension.....	55

T

technological change.....	80
term employee.....	82
travel.....	50

U

union dues.....	6
remittance.....	10

V

vacation leave credits	20
vacation year	6

W

wash up time	47
weekend premium	54
workforce reduction	
notice period of	58