

SOURCE	CLC		
REF	97	07	01
TIME	300	06	30
NO. OF EMPLOYEES	28		
NO. OF EMPLOYEES	JF		

**Collective Agreement**

**between**

**The Ottawa Macdonald-Cartier International Airport Authority  
(hereinafter referred to as the "Employer")**

**and**

**The Ottawa Airport Professional Aviation  
Firefighters Association, Local 1998, CLC  
(hereinafter referred to as the "Union")**

**REGISTERED**

11915(01)

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## ARTICLE 1

### Purpose of the Collective Agreement

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

\* \* \*

## ARTICLE 2

### Definitions

**2.01** For the purpose of **this** agreement:

- (a) "CLC" means the Canadian Labour Congress;
- (b) "Union" means CLC;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;
- (d) "continuous employment" means period of uninterrupted employment with the authority, and in the case of transferred employees, with the Federal Government;
- (e) "day of rest" in relation to an 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;
- (f) "employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit;
- (g) "Employer" means Ottawa Macdonald-Cartier International Airport Authority;
- (h) "holiday" means:
  - (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;

- (ii) 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:
  - (a) on the day it commenced where half (1/2) or more of the hours worked ~~fall~~ on that day; or
  - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (i) "leave" means authorized absence from duty by an employee during his/her regular or normal hours of work;
- (j) "membership dues" means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union;
- (k) "spouse" will, when required, be interpreted to include "common-law spouse";
- (l) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (m) "straight-timerate" means the employee's hourly rate of pay;
- (n) "overtime" means authorized work in excess of the employee's scheduled hours of work;
- (o) "time and a half" means one and one half (1 1/2) times the employee's hourly rate of pay;
- (p) "double time" means two (2) times the employee's hourly rate of pay;
- (q) "daily rate of pay" means an employee's annual rate of pay divided by the number of working days in his annual work schedule;
- (r) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
- (s) "day" means a ~~shift~~.

\* \* \*

### **ARTICLE 3**

#### **Application**

- 3.01** The provisions of this agreement apply to the CLC, employees and the Employer.
- 3.02** Both the English and French texts of this agreement shall be official.

\* \* \*

### **ARTICLE 4**

#### **ht**

- 4.01** It is understood that the Employer and its representatives retain all rights with regards to the management of the **airport**. **This** shall include, but not be limited to, the right to hire and terminate employment, determine methods of operation, assign duties, establish performance standards and rules, maintain discipline, promote and demote, establish hours of work, effect organizational changes as required, and determine staffing requirements.
- 4.02** Such rights are to be exercised in a fair and reasonable manner and consistent with the terms of the agreement.

\* \* \*

### **ARTICLE 5**

#### **Union Security**

Preamble:

As a condition of employment, employees shall become and remain members in good standing of the Union.

- 5.01** The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 5.02** Such representatives shall have the right to be away from their work station to deal with union-related matters. Such absences, however, should not interfere with the normal performance of their duties.

- 5.03** Union representatives will have access to the Employer's E-Mail system for the purpose of communicating with Union members. **This**, however, shall not be used to the detriment of the Employer.
- 5.04** Union officials shall have access to the Employer's facilities as required from time to time.
- 5.05** The Employer shall deduct Union dues each pay period in amounts prescribed in writing by the Union and transmit such amounts to the Union within a reasonable period of time. The amounts deducted shall be remitted to the Union by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deduction made **on** the employee's behalf.
- 5.06** New employees shall commence paying Union dues **in** the month following their **hiring**.

\* \* \*

## ARTICLE 6

### Hours of Work

The Employer will operate the firehall **on** a four (4) platoon system. The Employer recognizes the firefighters preference to maintain the current **shift** schedule. The current **shift** schedule which includes ten (10) and fourteen (14) hour **shifts** will not be changed unless the operating status of the airport changes and the level of services required at the Ottawa Macdonald-Cartier International Airport is less than twenty-four (24) hour coverage. If a **shift** schedule change is required, consultation between the parties will be conducted under the Consultation Process outlined in **this** agreement.

#### **6.01** Shift Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 3	1 3	1 3	1 4	2 4	2 4
2 4	3 2	3 2	3 2	3 1	4 1	4 1
4 1	2 4	2 4	2 4	2 3	1 3	1 3
1 3	4 1	4 1	4 1	4 2	3 2	3 2
3 2						

The top number indicates the platoon working the day shift (10) hours and the bottom number indicates the platoon working the night shift (14) hours.

**6.02** Hours of work shall be scheduled so that employees work an average of **forty-two** (42) hours per week over the life of the schedule.

**6.03** **GENERAL**

**An** employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hour of work.

The Employer agrees that no shift schedule shall provide for split shifts.

**6.04** The Employer shall post a duty roster in the firehall 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 one-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 straight **time** rate of pay.

**6.05** Clause 6.04 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.

**6.06** 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.

**6.07** A shift schedule shall be posted in the firehall at the beginning of each fiscal year.

\* \* \*

## **ARTICLE 7**

### **Union Recognition**

The Employer recognizes the Union as the exclusive bargaining agent for the two bargaining units established by the Canada Labour Board on April 2nd, 1998:

- (a) "all firefighters employed by the Ottawa Macdonald-Cartier International **Airport** Authority, excluding platoon chiefs and those above";
- (b) "all platoon chiefs employed by the Ottawa Macdonald-Cartier International **Airport** Authority".

\* \* \*

## ARTICLE 8

### Clothing

<u>INITIAL ISSUE</u>		<u>REPLACEMENT CYCLE</u>
Dress Pants	(1)	<b>As</b> required
Dress Tunique	(1)	As required
Dress Hat	(1)	<b>As</b> required
Suit Bag (storage)	(1)	As required
Work Dress	(2)	2 per year
<b>Shirts</b> (Long/Short) ( <b>As</b> per choice)	(6)	4 per year
Belt (Leather)	(1)	1 every 3 years
Ties	(2)	<b>As</b> required
Summer Jacket	(1)	1 every 5 years
3-Season Jacket	(1)	1 every 5 years
Sun Glasses	(\$60.00)	As required
Ball Caps	(2)	2 per year
Good Quality Cover Alls	(2)	1 per year
Wool Sweater	(1)	As required
Winter Gloves	(1)	As required
<del>Winter</del> Hat	(1)	As required
Safety Shoes	(1)	\$75.00 annually
<b>T-shirts</b>	(4)	2 per year

### Bedding

Wool Blanket	(1)	As required
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### Protection Gear

<b>Bamas</b>	(1 pair)	Yearly or <b>as</b> required
Boots	(1)	As required
Bunker Pants	(1)	As required
Bunker Jacket	(1)	As required
Helmet and Visor	(1)	As required
Balaclava	(1)	As required
F.F. Gloves & Mitts	(1)	As required
Work Gloves	(2)	2 per year
Mag Light Helmet	(1)	As required
Pocket Masque	(1)	As required
SCBA Face _____ (including spectacle kit where required)	(1)	As required



**Note #1**

All additional clothing and/or equipment deemed necessary by the Employer will be supplied by the Employer.

Identification Crests required by the Employer shall be supplied and affixed by the Employer.

Bedding *dry cleaning/laundry* services shall be provided by the Employer. Employees shall maintain their clothing items.

\* \* \*

**ARTICLE 9****Probation**

- 9.01** All newly hired employees shall be considered probationary employees.
- 9.02** All employees shall complete a six (6) month probationary period following completion of level one of the firefighter certification program.
- 9.03** A probationary employee shall have at least one (1) performance evaluation completed at approximately the midpoint of the probationary period (or **sooner**, if warranted).
- 9.04** When a probationary employee is terminated, the Employer shall provide notice in writing to the Employee, with a copy to the Union representative.
- 9.05** Probationary employees have the right to grieve up to and including discharge. However, a non-disciplinary termination of employment during the probationary period shall not be arbitrable.

\* \* \*

**ARTICLE 10****Use of Employer Facilities**

- 10.01** Reasonable space **on** bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices.
- 10.02** The Employer will also continue its present practice of making available to the Union specific locations **on** its premises.

- 10.03** A duly accredited representative of the Union shall 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.
- 10.04** The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

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## **ARTICLE 11**

### **Information**

- 11.01** 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.

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### **Absences Due to Strike or Lockout**

- 12.01** If a third party strike or lockout renders it impossible for an employee to report for work or causes a lateness, such employee shall not suffer any loss of wages or benefits.

\* \* \*

## **ARTICLE 13**

### **Job Posting/Staffing**

- 13.01** The Employer shall post all permanent position vacancies which need to be filled and newly created positions in the bargaining unit.
- 13.02** The postings shall be for a minimum of eight (8) consecutive calendar days and the posting shall indicate the closing date.

**13.03** The poster shall contain the following information:

- (i) The skills, qualifications, abilities and experience required of the position to be filled; and
- (ii) The salary of the position to be filled.

The skills, qualifications, abilities and experience required in the posting shall be reasonable in relation to the position being filled.

**13.04** A copy of the poster shall be forwarded to the Union prior to the posting.

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

**13.06** In filling the job vacancy, the position shall be awarded based on skills, qualifications, abilities and experience. Where two (2) or more candidates are equal, the senior applicant shall be appointed.

**13.07** All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason(s) will also be communicated in writing.

**13.08** This agreement shall not preclude the Employer from staffing positions from outside the bargaining unit when there are no qualified candidates internally.

**13.09** The Employer may establish eligibility lists for specific positions, by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.

**13.10** Clauses 13.01 to 13.09 will also apply to temporary assignments which exceed ninety (90) days.

**13.11** All staffing actions by the Employer will be done in a fair and reasonable manner.

**13.12** The job posting process described above does not apply to the firefighter level.

**13.13** Job posting will be advertised among all employees of the OMCIA Authority. The Employer agrees that members of the bargaining unit will be given priority to fill positions before being staffed by outside applicants.

\* \* \*

## **ARTICLE 14**

### **Leave For Union Business**

**14.01** Employees covered by this agreement shall not suffer a loss of regular earnings when they are called upon to:

- (a) act as a witness or make representations before the Canada Labour Relations Board;
- (b) meet to discuss grievances or other subjects of mutual interest;
- (c) act **as** a witness or make representations before **an** arbitrator;
- (d) attend negotiation **meetings**, including preparatory meetings, prior to the expiry date of the collective agreement.

**14.02** Whenever possible, employees using the provisions of 14.01 will do **so** without causing overtime.

**14.03** Subject to prior approval, leave without pay shall be granted for reasons other than those listed in 14.01.

\* \* \*

## **ARTICLE 15**

### **Strike and Lockout**

There shall be no strike or lockout during the life of **this** agreement.

\* \* \*

## **ARTICLE 16**

### **Discrimination**

**16.01** There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to **an** employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or membership or activity in the **Union**.

- 16.02 Any level of the grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- 16.03 Grievances under **this** article will be handled as expeditiously and with as much confidentiality as possible by both the **Union** and the Employer.
- 16.04 Accordingly, the provisions of this agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

\* \* \*

## **ARTICLE 17**

### **Harassment**

- 17.01 The Employer, **the** employees, and the **Union** recognize the right of all persons employed by the Employer to work in an environment free from harassment, and agree that harassment will not be tolerated in **the** workplace.

\* \* \*

## **ARTICLE 18**

### **Leave General**

- 18.01 The Employer will indicate on the pay stubs of each employee, the balance of unused sick and annual leave credits upon implementation of an integrated payroll/HRIS system.
- 18.02 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.
- 18.03 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.

\* \* \*

## ARTICLE 19

### Vacation Leave

#### 19.01 Accumulation of Vacation Leave:

**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:

- (a) eleven (11) **shifts** per fiscal year if the employee has completed less than eight (8) years of continuous employment;
- (b) fourteen (14) shifts per fiscal year if the employee has completed eight (8) years or more but less than nineteen (19) years of continuous employment;
- (c) eighteen (18) **shifts** per fiscal year if the employee has completed nineteen (19) years or more but less ~~than~~ thirty (30) years of continuous employment;
- (d) twenty-one (21) **shifts** per fiscal year if the employee has completed ~~thirty~~ (30) years or more of continuous employment.

**19.02** An employee who has not earned pay for the number of shifts specified in clause 19.01 for each calendar month of a fiscal year will **earn** vacation leave at one-twelfth (1/12) of the rates specified in clause 19.01 for each calendar month in which the employee earns pay for the specified number of **shifts**.

#### 19.03 Scheduling of Vacation Leave

In scheduling vacation leave with pay to **an** employee the Employer shall:

- (a) grant the employee's vacation leave during the fiscal year for which it is earned, if so requested by the employee not later than March 1;
- (b) comply with any request made by an employee before October 31, that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- (c) grant the employee's vacation leave for at least fourteen (14) consecutive calendar days if so requested by the employee not later than March 1;
- (d) grant the employee's vacation leave on any other basis requested by the employee if the employee makes the request not later than March 1;
- (e) grant an employee vacation leave when specified by the employee if:
  - (i) the period of vacation leave requested is less than a week; and

- (ii) the employee gives the Employer at least two (2) days advance notice for each day ~~of~~ vacation leave requested;
  - (f) ensure that, at the request of the employee, vacation leave in periods of two (2) weeks or more is started following a scheduled period of rest days;
  - (g) a minimum of one (1) fire officer and one (1) firefighter per shift shall be granted leave at any one time.
- 19.04** The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 19.03.
- 19.05** An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 19.06** Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave; or
  - (b) is granted special leave with pay because of illness in the immediate family; or
  - (c) is granted sick leave on production of a medical certificate, the period of vacation leave 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.
- 19.07** Carry-over Provisions
- Where in any fiscal year an employee has not been 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 fiscal year.
- 19.08** Recall from Vacation Leave
- Where, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for all expenses that the employee incurs:
- (a) in proceeding to the employee's place of duty; and
  - (b) 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.
- 19.09** The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 19.08 to be reimbursed for reasonable expenses incurred by the employee.

### 19.10 Leave When Employment Terminates

Where an employee dies or otherwise terminates the employee's employment after a period of continuous employment of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (**4%**) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

### 19.11 Subject to clause 19.12, where an employee dies or otherwise terminates the employee's employment after a period of continuous employment of more than six (6) months:

- (a) the employee or the employee's estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of the employee's employment; or
- (b) the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated if the employee so requests because of a requirement to meet ~~minimum~~ service requirements for severance pay.

### 19.12 **An** employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in clause 19.11 if he/she requests it Within six (6) months following the date upon which his/her employment is terminated.

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

\* \* \*

## ARTICLE 20

### Designated Paid Holidays

#### 20.01 Subject to clause 20.02, the following days shall be designated paid holidays for all employees:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;



- (d) 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 (1) 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 (1) additional day when proclaimed by an Act of Parliament as a national holiday.

#### 20.02 Compensation for Designated Paid Holidays

- (a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.
- (b) Each employee shall select the method of lieu day compensation which he prefers. Such selection shall be made as of April 1, and shall remain valid for the following twelve (12) month period.
- (c) The employee shall select one of the following methods of lieu day compensation:
  - (i) cash payment;
  - (ii) compensatory leave; or
  - (iii) combination of cash payment and compensatory leave.
- (d) The employee shall make such selection known to the Employer and in the manner required by the Employer.

- (e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- (f) **An** employee who has elected the compensatory leave method shall have his lieu days **scheduled** in the fiscal year in which they are credited to him. In scheduling such lieu days the Employer shall, subject to the operational requirements of the services:
  - (i) schedule an employee's lieu days on the dates requested when such a request is made in writing **thirty** (30) days in advance;
  - (ii) schedule any remaining lieu days after consulting with the employee, if **as** of October 1, the Employer has been unable **to** accommodate **an** employee's request or no request **has** been filed; such schedule shall be subject to at least twenty-eight (28) days' advance notice;
  - (iii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- (g) Lieu days may be granted **as an** extension to vacation leave or **as** occasional days and shall be charged against **the** lieu day credits **on** the basis of one (1) **shift** for one (1) day.
- (h) At the end of each fiscal year, the employee shall be paid in cash for each unused lieu day at one and one-half (1 1/2) times his **daily** rate of pay.

\* \* \*

## ARTICLE 21

### Leaves

#### 21.01 Marriage Leave With Pay

After the completion of one (1) year's continuous employment, an employee shall be entitled to seven (7) consecutive calendar days of paid leave for the purpose of getting married, after which the employee will **return** to his/her regularly scheduled **shift**.

For an employee with less than **two** (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer **from** any monies owed the employee.

## 21.02 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, grandchild, 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 up to four (4) days. 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) **An** employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of **his** or her grandparent, son-in-law, daughter-in-law, brother-in-law or **sister-in-law**.
- (c) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved **in** circumstances **under** **this** clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- (d) In special circumstances, and at the request of the employee, the Employer may grant leave with pay for a period greater than that provided for in **this** clause.

## 21.03 Maternity Leave Without Pay

- (A) (i) **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 twenty-six (26) weeks after the termination date of pregnancy, subject to the Paternity Leave Without Pay clause, 21.04(d).
  - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born **with**, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling twenty-six (26) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
  - (b) In any case described in subsection (i)(a) above where the employee has proceeded on maternity leave without pay and then **returns** to work during all or part of the period during which her newborn child is hospitalized, she may resume her **maternity** leave without pay when

the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection(i)(a).

- (c) The extension described in subsection (i)(a) or (b) shall end no later than **fifty-two** (52) weeks after the termination date of pregnancy.
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) **An** employee who has not commenced maternity leave without pay may elect to:
  - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
  - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of **this** clause, illness or **injury as** defined in the Sick Leave Article shall include medical disability related to pregnancy.
- (B) **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.
- (C) (i) After completion of **six** (6) months' continuous employment, **an** employee who agrees to return to work for a period of at least **six** (**6**) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
- (ii) **An** applicant under clause 21.03(C)(i) shall sign an agreement with the Employer, providing:
  - (a) that she will return to work and work for a period of at least six (6) months, less any period in respect of which she is granted leave with **pay**;
  - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless **this** date is modified with the Employer's consent.
- (iii) Should the employee fail **to** return to work **as** per the provisions of clause 21.03(C)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.

- (D) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
- (i) where **an** employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of one hundred percent (100%) of her weekly rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and/or
  - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive of one hundred percent (100%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during **this** period;
  - (iii)
    - (a) for a full-time employee the weekly rate of pay referred to in clause 21.03(D)(i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the **maternity** leave;
    - (b) for a part-time employee the weekly rate of pay referred to in clause 21.03(D)(i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave;
  - (iv) where **an** employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 21.03(D)(i) or (ii) shall be adjusted accordingly.
- (E) Leave granted under **this** clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### 21.04 Paternity Leave Without Pay

- (a) A male employee who intends to request paternity leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his child.
- (b) A male employee may request paternity leave without pay at least four (4) weeks prior to the expected date of the birth of his child and, subject to sections (c) and (d) of this clause, shall be granted **paternity** leave without pay for a period

beginning on the date of the birth of his child (or at a later date requested by the employee) and ending not later than twenty-six (26) weeks after the date of the birth of his child.

- (c) The Employer may:
  - (i) defer the commencement of paternity leave without pay at the request of an employee;
  - (ii) require an employee to submit a birth certificate of the child.
- (d) Paternity leave without pay and maternity leave without pay after the termination of pregnancy utilized by an employee-couple in conjunction with the birth of their child shall not exceed a total of twenty-six (26) weeks for both employees combined.
- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **21.05 Adoption Leave Without Pay**

- (a) **An** employee who intends to request adoption leave shall notify the Employer as soon as the application for adoption has been approved by the adoption agency.
- (b) **An** employee may request adoption leave without pay at least four (4) weeks prior to the acceptance of custody of a child below the age of majority and, subject to section (c) of this clause, shall be granted adoption leave without pay for a period beginning on the date of such acceptance of custody or at a later date requested by the employee and ending not later than twenty-six (26) weeks after the date of such acceptance of custody.
- (c) The Employer may:
  - (i) defer the commencement of adoption leave without pay at the request of an employee;
  - (ii) grant the employee adoption leave with less than four (4) weeks' notice prior to the acceptance of custody;
  - (iii) require an employee to submit proof of adoption.
- (d) Adoption leave without pay utilized by an employee-couple in conjunction with the adoption of a child shall not exceed a total of twenty-six (26) weeks for both employees combined.

- (e) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

#### **21.06 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;
- (c) the total leave granted under **this** clause shall not exceed one (1) year;
- (d) leave granted under **this** clause for a period of more than three (3) months shall be deducted **from** the calculation of "continuous employment" for the purposes of calculating severance pay and **from** the calculation of "service" for the purposes of calculating vacation leave;
- (e) time spent on such leave shall not be counted for pay increment purposes.

#### **21.07 Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of **this** clause during the employee's total period **of** employment. Leave without pay granted under **this** clause may not be used in combination with maternity, **paternity** or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;

- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

#### 21.08 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) 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;
  - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

#### 21.09 Personnel Selection Leave

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the OMCLAA, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or presence is so required.



### 21.10 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 in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it.

### 21.11 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent **his or her 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.

\* \* \*

## ARTICLE 22

### Sick Leave

**22.01** An employee shall earn sick leave credits at the rate of eleven-twelfths (11/12) of a **shift for** each calendar month **for** which the employee receives pay for at least seven **(7) shifts**.

**22.02** A medical certificate shall be supplied by the employee in every case where absence occasioned by illness or injury extends beyond four **(4)** consecutive **shifts**; in all cases, after a maximum of six **(6)** non consecutive **shifts** have been taken during the preceding twelve (12) month period.

**22.03** When a medical certificate is required by the Employer in circumstances other than 22.02, the certificate will be paid by the Employer up to maximum of twenty dollars (\$20.00).

**22.04** When an employee has insufficient or no credits to cover the granting of such leave with pay under the provisions of article 22.01, sick leave with pay may, at the discretion of the

Employer, be granted to an employee, subject to the deduction of such advance leave from any sick leave credits subsequently earned.

- 22.05** 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

#### 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 one hundred percent (100%) 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**
- (c) 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.

### Tuition Fees and Career Development

#### **23.05** Tuition Fees

Subject to prior approval by the Employer and upon successful completion, employees shall be reimbursed tuition fees paid to a recognized educational institution for courses:

- (a) that **are** directly related **to** the employee's work; **or**
- (b) that respond to anticipated organizational requirements; **or**
- (c) that otherwise **further** an individual's career development.

#### **23.06** Career Development

- (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 **a 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 23.06(a) above. The employee shall receive **no** compensation under the Overtime and Travelling Time provisions of the 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.

**23.07 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****Severance Pay**

**24.01** Severance pay will be calculated on the following basis:

- (a) Two **(2)** weeks pay for the first complete year of continuous service subsequent to February 1, 1997, and one (1) week for additional years of service. Payment for partial years shall be pro-rated.

Severance pay will be paid in the following circumstances:

- (1) Retirement;
- (2) Death,
- (3) Release for any reason except in cases of criminal actions.

**24.02** On resignation the employee shall be entitled to, with ten (10) or more years of continuous employment subsequent to February 1, 1997, one-half (1/2) week's pay for each completed year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks pay. Payment for partial years shall be pro-rated.

\* \* \*

**ARTICLE 25****Pay Administration**

**25.01** Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in article 47.

**25.02** *An* employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer.

**25.03** *An* employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than his or her current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if he or she had not been reclassified.

**25.04** Article **25.03** does not apply to an employee who obtains a position *through* the posting procedure which is rated lower than his or her current position.

Such an employee shall receive the lesser of the maximum rate for the new position and his or her current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds his or her current rate in accordance with article **25.05**.

**25.05** Pay Increments:

- (a) *An* employee holding a position for which there is a **minimum** and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is the period identified in article 47.
- (b) A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.
- (c) *An* employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.

**25.06** Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

**25.07** When an employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity, the employee shall be paid acting pay calculated from the date on which he or she commenced to act. *An* employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position.

**25.08** In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover any unearned vacation taken by the employee.

**25.09** It is understood by the parties that there shall be no pyramiding of premiums under this agreement.

\* \* \*

## ARTICLE 26

### Reporting Pay

- 26.01** When an employee is required to report and reports to work **on** a day of rest the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- 26.02** When an employee is required to report and reports to work **after** the employee has completed the employee's work for the day and has **left** the place of work the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- 26.03** When an employee reports for work under the conditions described in **this** article, 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/his** automobile when the employee travels by means of **her/his own** automobile, up to a total distance of one hundred and twenty (120) kilometers return; 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 an employee reporting to work or returning to the employee's residence shall not constitute time worked.

\* \* \*

## ARTICLE 27

### Injury on Duty Leave

- 27.01** **An** employee who sustains an injury or a work related illness while working for the Employer shall be entitled to paid leave providing such injury or work related illness prevents the employee from performing the duties of his/her position and his/her claim is approved by the appropriate Workers' Compensation authorities.
- 27.02** Monies paid out by the Workers' Compensation Board for loss of salary shall accrue to the Employer.

- 27.03** The Employer acknowledges its legal duty to accommodate an employee victim of a work related illness or accident and the Union agrees to cooperate in such situations. Moreover, the Employer may accelerate an employee's return to work through light or modified duties, subject to approval by the employee's treating physician.

\* \* \*

## ARTICLE 28

### Travel

- 28.01** Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses incurred.

The Employer agrees to continue the current practice of providing advances for employees expenses.

- 28.02** The Employer reserves the right to determine the timing and means of travel. An employee shall be reimbursed for the authorized use of his/her vehicle at the rate of thirty-seven cents (~~.37¢~~) per kilometre.

- 28.03** Time spent in transit shall be treated as time worked. Time spent travelling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the Employer.

- 28.04** The Employer agrees to consult with the Union at least thirty (30) days prior to implementing any travel policy that may affect the members of this bargaining unit.

\* \* \*

## ARTICLE 29

### Parking

- 29.01** The Employer agrees to continue providing free parking to its employees during the term of this collective agreement.

\* \* \*

## ARTICLE 30

### Seniority

**30.01** For employees who transferred on February 1, 1997, seniority shall mean continuous service in the bargaining unit with the present Employer and include continuous service with the Federal Government prior to February 1, 1997.

**30.02** For all other employees entering the Bargaining Unit after February 1, 1997, seniority will commence on the date of hiring in the Bargaining Unit.

For the purpose of **this** article, **an** interruption of ninety (90) days or less in service does not constitute a break in service.

**30.03** Seniority will apply within each classification in the following:

- (a) adjustments in the workforce;
- (b) selection of vacation leave;
- (c) platoon transfers will be voluntary and where there are no volunteers, then the transfer will be assigned to the employee with the least seniority.

\* \* \*

## ARTICLE 31

### Assignment of Overtime Work

**31.01** Overtime Scheduling

- (a) In order to meet the requirements of article 32 of the Firefighters Agreement, the following procedure will apply under a category 7 operation. Should the category change, the parties agree to consult in order to make any necessary changes to the assignment of overtime work. Unless otherwise determined by the Employer the normal crew complement of firefighters for the purpose of **this** clause will be:
  - one (1) Fire Officer;
  - three (3) Fully certified Firefighters.
- (b) In the event that a *shift* manning is all firefighters without a fire officer on duty, a fire officer or a fully certified acting fire officer (if he/she is already on an acting



appointment) will be called to work overtime, even if the minimum on duty is already met.

- (c) When overtime is required for a firefighter, the firefighter overtime list shall be used. When overtime is required for a fire officer, the fire officer overtime list shall be used.
- (d) New employees added to the respective overtime list will be allocated the highest converted hours.

### 31.02 Overtime **Allocation**

- (a) The fire officer on duty will be responsible to ensure that overtime offers are allocated on an equitable basis.
- (b) The overtime shift shall be offered to the lowest person of the appropriate overtime list and **so** on down the list proceeding **from** the lowest to the highest until someone accepts the overtime shifts.
- (c) Should all members **of** the **firefighters** list refuse the overtime shift, the overtime shift will then be offered **from** the lowest **to** the highest member **of** the fire officer list.
- (d) Should all employees refuse the overtime shift, the fire officer will then revert back to the appropriate list and order the lowest to the highest employee until somebody accepts the overtime shift.
- (e) The expanded hours [time and a half (x1 1/2) or double time (x2)] will be added to all employees who:
  - (i) accept the overtime;
  - (ii) refuse the overtime.
- (f) The master list **determines** all hours and rotation of personnel.
- (g) The master list will be kept in the fire officer's office. Only the fire officer or the acting fire officer will record all overtime in expanded **hours**.
- (h) When a fire officer is off on either scheduled or unscheduled leave, he shall be replaced by a fire officer. If the leave goes beyond one (1) shift cycle, an actor will be appointed to that crew.
- (i) Scheduled leave **is** defined **as** any leave booked in advance such **as** annual leave, seminars, workshops, courses, etc.

Unscheduled leave is leave not booked in advance such as sick leave, family related leave, etc.

- (j) **An** acting fire officer is entitled to work overtime **on** the fire officer list if he is appointed for more than one (1) shift sequence. **On** the last day and hour of his appointment, the actor will revert back to the firefighter's list.
  - (k) All ERS staff are to be deemed unavailable **after** having completed three (3) consecutive **shifts**. No accumulated time should be added to that employee name on the overtime list should an overtime be required at the end of **his** third shift.
  - (l) Whenever overtime requires that the call back list be used, the fire officer will contact employees eligible.
  - (m) In order to allow call-outs to be made during the times slated previously, it is important that any employee booking off duty for any reason, do so **as** early as possible.
  - (n) Employees on leave with or without pay **as** specified in the collective agreement will not be offered overtime **and** will not have the converted **hours** added until they have **returned** to work for one (1) **shift**.
  - (o) The fire officer must personally speak to the employee in order to confirm that he or she accept or refuse the **overtime**.
  - (p) No converted hours will be added to an **employee** that cannot be reached during the overtime call-out for overtime.
  - (q) When leave is applied for, it is the applicant's decision if they want to make themselves available for overtime on their regular days **off** by indicating the exact period of leave then accounting for the work hours. In this situation, the employee would be compensated at the same rate that **his** normal work schedule would have allowed him. It **is** the employee's responsibility to notify his/her fire officer of his/her availability.
  - (r) In emergency situations (incidents/accidents), the **fire** officer may exercise the right to call firefighters with the shortest response time, regardless of hours.
- 31.03 (a) Except **as** provided in article 31.03 (b) and (d) and subject **to** article 32.04, an employee is entitled to time and a half ( $\times 1 \frac{1}{2}$ ) compensation for each hour of overtime worked by the employee.
- (b) Overtime shall be compensated in cash, except where upon the request of an employee, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the overtime rate. Payments of such leave shall be at the employee's straight-time rate of pay in effect at the time the overtime benefits were earned.
  - (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

(d) An employee ~~is~~ entitled to double time (x2) compensation for each hour of overtime worked by the employee ~~on~~ the employee's second or subsequent day of rest, provided the days of rest are consecutive and contiguous.

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

**31.05** Except when a free meal can be provided, an employee who has not received at least twelve (12) hours advance notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of six dollars (\$6.00). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of six dollars (\$6.00) shall be provided. Only two (2) meals shall be provided in one (1) overtime shift, except when ~~an~~ overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance in the amount of six dollars (\$6.00) shall be paid.

**31.06** The Employer will endeavour to make cash payments in the next pay period.

\* \* \*

## ARTICLE 32

### Registration Fees

**32.01** The Employer shall reimburse an employee for his/her payment of membership or registration fees to ~~an~~ organization or governing body when the payment of such fees is a requirement of the position. ~~This~~ does not apply to drivers' license.

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## ARTICLE 33

### Employee Performance Review and Employee Files

**33.01** Should a Written review be made of ~~an~~ employee's performance, the content of such review shall be discussed with the employee and a copy of the review document shall be given to the employee.

**33.02** Should the employee be required to sign the review document, such signature shall not signify that the employee agrees with its content but simply that the employee has read and understands the content.

- 33.03** An employee who has been the subject of a written performance review shall be entitled to comment, *in writing*, such review. The employee's comments shall be placed in his/her personal file.
- 33.04** Upon request, an employee may review his/her personal file in the presence of an authorized representative of the Employer.

\* \* \*

## **ARTICLE 34**

### **Health and Safety**

- 34.01** The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees. The Employer agrees to provide all of the required safety (protective) equipment, clothing and footwear.

The Union, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

- 34.02** The Employer and the Union agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safety rules in consultation with the Health and Safety Committee.
- 34.03** A Joint Health and Safety Committee shall be formed and will operate in accordance with *Part II, Section 135 of* the Canada Labour Code.

The Committee shall be comprised of management representatives appointed by the Employer and Union representatives appointed by the Union.

- 34.04** When an employee becomes aware of working conditions or a situation which may be hazardous to his/her health and safety or to the health and safety of other employees, he/she shall inform a member of the Health and Safety Committee or the Employer who shall investigate the matter and take appropriate measures if indicated. Where the situation warrants a report, a copy of the report including details of the measures taken to rectify the situation shall be sent immediately to the Local of the Union.
- 34.05** The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and **from** there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for **an** employee **as** a result of:

- (a) injury on the job; or

(b) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local of incidents of this nature within one (1) week of becoming aware of the incident.

- 34.06** The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for First Aid training will be granted time off with pay to attend First Aid courses. Current certificates covering First Aid, CPR, Defibrillation, and Oxygen Therapy will be provided.
- 34.07** When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Employer shall endeavour to find alternate duties for the employee within or outside ~~the~~ bargaining unit after consultation with the Union and in a manner consistent with the collective agreement.

\* \* \*

## ARTICLE 35

### Joint Consultation

- 35.01** ~~The Union~~ and the Employer agree that meaningful consultation between the parties is essential to creating and maintaining a harmonious and productive work place.
- 35.02** To this end, there shall be a Union/Management Consultation Committee composed of an equal number of Union and Employer representatives.
- 36.03** Such Committee shall meet at the request of either party to discuss any matter which is of interest to employees, the Union, or the Employer.
- 35.04** This forum shall not be used to discuss grievances or to amend the collective agreement.

\* \* \*

## ARTICLE 36

### Discipline

- 36.01** No employee will be disciplined without just and sufficient cause. 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.

- 36.02** The Employer shall notify the local representative of the Union that such suspension has occurred.
- 36.03** 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 Union attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 36.04** The Employer shall supply employees with a copy of any document which is placed in their personnel file and which may eventually be used for disciplinary purposes. Should the Employer fail to do **so**, the document shall not be introduced **as** evidence in a hearing.
- 36.05** 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 last disciplinary action was taken.

\* \* \*

## **ARTICLE 37**

### **Grievance Procedure**

- 37.01** The parties agree that before formal grievances are processed, employees should discuss their problems informally with their supervisors. Employees have the right to have a Union representative present at **this** meeting if they **so** choose.
- 37.02** **Step one:** Within twenty-five (25) days of the Employee or the Union becoming aware of the matter giving rise to the grievance, the Union may submit a written grievance to the Employer's representative, including the details of the grievance, the article(s) of the agreement considered to have been violated and the redress sought.

The Employer representative shall respond in writing within ten (10) days.

**Step two:** If the response given at Step one is not satisfactory to the Union, the Union may transmit the grievance to Step two within ten (10) days.

The Employer representative shall respond in writing **within** ten (10) days. Step one may be bypassed by mutual agreement of both parties.

- 37.03** **Arbitration:** If a grievance has not been settled **through** Steps one and two above, the Union may refer the grievance to arbitration within twenty-five (25) days. The parties agree to the use of a single arbitrator.

The following arbitrators shall be used on a rotational basis, provided they are available within **two (2)** months:

Brian Keller  
Serge Brault  
David Kates

Should any or all of the above be removed or remove themselves from the list, the parties will establish a new list by mutual agreement.

Should none of the above be available within the required time **frame**, the Union may request the Minister of Human Resources Development Canada to appoint an arbitrator.

- 37.04** The arbitrator shall have all the powers vested in it by the Canada Labour Code and the Collective Agreement, 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 **his** award within a reasonable period.
- 37.05** The decision **of** the arbitrator shall be final and binding on both parties.
- 37.06** The Employer and the Union shall equally share the cost of the arbitrator. Employee(s) and Union representative(s) who are required to attend shall be given leave with regular pay to attend arbitration hearings.
- 37.07** The arbitrator shall not change, modify or alter any of the terms of the collective agreement.
- 37.08** The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be excluded. **If** the time limits set out 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.
- 37.09** **A** grievance initiated by the Union or involving termination of employment, job posting, safety or health, or sexual harassment may be filed directly at Step two if the Union so decides.
- 37.10** The Employer shall inform the Union of the name and title of its representatives for each Step of the grievance procedure.

\* \* \*

## **ARTICLE 38**

### **Technological Change**

- 38.01** The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 38.02** Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.
- 38.03** The notice referred to in clause 38.02 shall be in writing and shall state:
- (a) the nature of the technological change;
  - (b) the date on which the Employer proposes to effect the technological change;
  - (c) the approximate number and position of employees likely to be affected by the technological change; **and**
  - (d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.
- 38.04** Once the Employer has given the Union the notice described in clause 38.02, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:
- (a) a detailed description of the nature of the proposed technological change;
  - (b) the name(s) of the employee(s) who will initially be likely to be affected by the proposed technological change; **and**
  - (c) the rationale for the change.
- 38.05** During the notice period described in clause 38.02, the parties shall undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.



**38.06** Where an employee's position will be affected by a technological change prescribed in the notice referred to in clause 38.02, the employee will be provided reasonable training in the position **as** changed. Such training will be provided, where available, during regular working hours at no cost to the employee.

\* \* \*

## ARTICLE 39

### Health and Benefit Plans

**39.01** Eligibility:

Permanent employees will be eligible for coverage **as** of date of hire.

**39.02** The Employer shall provide benefits, which shall be no less than those provided in Sun Life contract # **50831** on February **1, 1997**, including:

- (a) Extended health care plan;
- (b) Dental plan;
- (c) Life insurance;
- (d) Long term disability;
- (e) Emergency travel assistance;
- (f) Accidental death and dismemberment plan.

**39.03** The provisions of **39.02** (a) and (e) shall continue for employees who retire, except for employees who transferred from Transport Canada to the OMCLAA on February **1, 1997**, and who **are** eligible for the Public Service Health Care Plan. The Employer shall pay two-thirds (**2/3**) of the cost of the premiums.

**39.04** Each employee will receive a copy of the Group Benefits Plan Booklet (French or English).

\* \* \*

## ARTICLE 40

### Job Security

- 40.01 (a) Subject to the willingness and capacity of individual employees to accept redeployment and retraining, the Employer will ensure that any reduction in the workforce will be accomplished through attrition during the life of this agreement.
- (b) The Employer will notify the Union at least one hundred and twenty (120) days in advance of any known change in staffing levels.
- (c) The Employer and the Union agree that within fifteen (15) days of notice under article 40.01 (b) being given, the parties will begin discussions to ensure that any adverse effects related to changes in article 40.01 (b) are eliminated **as much as possible**.
- (d) Should the Union not be satisfied with the outcome of such discussions, it may refer the matter **to** arbitration under article 4.02.
- (e) A maximum of two (2) employees **from** OMCLAA may be trained, fully certified and used by the Employer.
- (f) The two **(2)** employees mentioned above may be used in the following circumstances:
- (i) to replace **on** a crew, where the staffing level falls below a complement of four **(4)** and where there is an absence of more than ten (10) shifts, for the duration of that absence;
  - (ii) the term employee will cease to be used when the crew level returns to a regular complement of four **(4)** or more.
- (g) Before using the two (2) employees mentioned above, platoon transfers will be used **as long as** it does not reduce any crew below the minimum staffing level of four **(4)**.
- (h) It is understood that the two (2) employees while performing the work within the bargaining unit will be covered by the terms and conditions of the collective agreement.

\* \* \*

**ARTICLE 41**

**Agreement Reopener**

**41.01** ~~This~~ agreement may be amended by mutual consent.

\* \* \*

**ARTICLE 42**

**Long Service Pay**

**42.01** An employee who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1, of each year, is entitled to be paid, in a lump sum, an amount related to the employee's period of continuous employment in the OMCLAA set out in the following table:

<b>Annual Amount</b>	
5 to 9 years	\$ 240.00
10 to 14 years	<b>\$ 350.00</b>
15 to 19 years	\$ 480.00
20 to 24 years	\$ 610.00
<b>25 to 29 years</b>	<b>\$ 740.00</b>
<b>30 years or more</b>	<b>\$ 870.00</b>

**42.02** An employee who does not receive at least eighty-four (84) hours' pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in clause 42.01 for each month for which he receives at least eighty-four (84) hours' pay.

**42.03** Where an employee does not complete the employee's specified period of continuous employment of OMCLAA upon the first day of a calendar month, the employee shall, for the purpose of clause 42.01, be deemed to have completed the specified period of employment:

- (a) on the first day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month; and
- (b) on the first day of the subsequent month in any other case.

\* \* \*

## ARTICLE 43

### Bilingual Premium

**43.01** Employees who occupy a bilingual position and have the appropriate language skills will receive an annual “bilingual allowance” of eight hundred dollars (\$800.00).

\* \* \*

## ARTICLE 44

### Pensions

**44.01** There are two (2) pension plans which have been established and will be maintained:

- (a) a defined benefit plan comparable to Superannuation and available only to permanent employees who transferred from Transport Canada on February 1, **1997**, (Plan A);
- (b) a defined contribution plan for all other employees; this plan will **also** be available to transferred employees at their option (Plan B).

**44.02** The key provisions of Plan A are as follows:

- (a) pension benefit is two percent (2%) of the best six **(6)** years average pay for each year of pensionable service, minus, at age sixty-five **(65)**, seven tenths of a percent **(0.7%)** of the final three (3) years YMPÉ for each year of pensionable service;
- (b) normal retirement age of sixty-five **(65)**, with optional early retirement at age fifty-five **(55)** with ~~thirty~~ **(30)** years of pensionable service or at age sixty (60) with five **(5)** years of pensionable service, without actuarial reduction;
- (c) optional early retirement at age fifty **(50)** with actuarial reduction;
- (d) survivor benefit for spouse in case of death,
- (e) employees contribute seven and a half percent **(7.5%)** of salary minus a two and eight tenths of a percent (2.8%) C.P.P. offset; the Employer contributes the balance of the funding requirement;
- (f) benefits are indexed based on the C.P.I. up to eight percent (8%) per **annum**.

**44.03** The key provisions of Plan B are as follows:

- (a) the pension benefit is based on a money purchase approach based on the sums contributed by the employee and the Employer and the returns achieved with such contributions;
- (b) normal retirement age of sixty-five(65), with optional early retirement;
- (c) survivor benefit for spouse in case of death,
- (d) employees contribute five percent (5%) of salary; the Employer contributes five percent (5%) of salary.

**44.04** The pension plans described above are described in detail and governed by the "Supplemental Pension Plan for the Employees of the Ottawa Macdonald-Cartier International Airport Authority" text.

**44.05** Both pension plans are to be administered by a Pension Committee which shall include elected employee representatives. In the event that no one from the Firehall is elected, employees from the Firehall may elect a representative who shall sit on the Pension Committee as an observer.

\* \* \*

## **ARTICLE 45**

### **Physical Fitness**

**45.01** The parties will establish a joint Union/management committee to conduct research, establish the criteria and design a physical fitness program for firefighters.

**45.02** The committee will be provided with adequate on duty time and resources to complete the task outlined above.

**45.03** Operating conditions permitting, the employee will be granted one (1) hour per shift during their regular work hours to exercise in order to maintain their physical fitness on apparatus provided by the Employer.

**45.04** Through the joint consultation process a review of the exercise facilities and equipment provided to the employees will be conducted. Any necessary improvements and/or changes, which have been agreed upon by both parties, will be implemented.

\* \* \*

## ARTICLE 46

### Union Education Fund

- 46.01** The Employer agrees that each year, the Union will have **ten** (10) days of employees paid leave for members of the bargaining unit, designated by the Union, to attend Union education functions.
- 46.02** The paid education leave will be for the purpose of upgrading the skills of employees in all respects of Union functions.
- 46.03** **The** Employer agrees that members of the bargaining unit who are selected by the Union to attend Union Education courses will be granted the requested leave.
- 46.04** The Union will provide at least one (1) week notice of pending functions along with the name(s) of member(s) attending. When less **than** one (1) week notice is provided the Employer will make every reasonable effort to comply with the request.

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\*.\*

## ARTICLE 47

### Pay Scales

#### Dates of Pay

A - Retroactive to **July 1st, 1997.**

B - Effective **July 1st, 1998.**

C - Effective **July 1st, 1999.**

	<u>From</u>	<u>A</u> <u>To</u>	<u>B</u> <u>To</u>	<u>C</u> <u>To</u>
<b>FR1</b>	\$ 33,542	\$ 36,225	-	-
	\$ 34,409	\$ 37,162	-	-
	\$ 35,295	\$ 38,119	\$ 40,025	-
	\$ 36,464	\$ 39,381	\$ 41,350	-
	\$ 37,667	\$ 40,680	\$ 42,714	\$ 44,423
<b>FR3</b>	\$ 42,179	\$ 45,553	\$ 47,830	\$ 49,744

\* \* \*



## ARTICLE 48

### Seniority List

Employee	Seniority
Boivin, Real	68/10/10
Drummond, Barry	74/06/22
Hebert, Barry	78/08/22
Nolet, Serge	81/11/09
Gagnon, Ghislain	82/01/11
Marcil, Jean	82/05/28
Aumond, Andre	82/06/15
Pelletier, Ghislain	82/07/26
Pelley, Rick	84/05/01
Marmen, Bertrand	89/04/02
Sorge, Carl	89/06/05
Loyer, Daniel	90/04/01
Cottreau, Fred	90/09/04
Parrott, Shane	90/12/03
Wellwood, Kevin	91/03/30
Jacquet, François	91/04/22
Godard, Michel	92/06/17
Chafe, Jackie	92/10/26
<b>Quinn, Phil</b>	97/02/24
Lafrance, Steve	97/04/14

\* \* \*

## ARTICLE 49

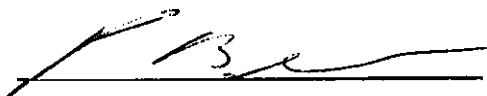


### Duration

The duration of the Collective Agreement shall be ~~from July 1, 1997, to June 30, 2000.~~ The provisions of ~~this~~ agreement will become effective on date of signing. The parties agree that retroactive pay shall be calculated on all hours paid ~~from~~ July 1, 1997, to date of signing of this Collective Agreement.

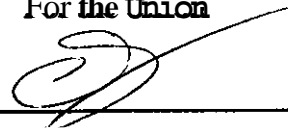
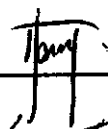
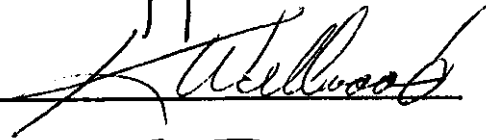

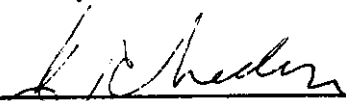
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Signed at Ottawa, this 24... day of April, 1998.

**For the Employer**

  
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**For the Union**

  
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