

COLLECTIVE AGREEMENT

Serco Canada Inc.
at 5 Wing Goose Bay
(hereinafter called the "Employer")

and

The Public Service Alliance of Canada
(hereinafter called the "PSAC")
UNDE Local 90125

Expires 31 March 2024



Dedication

This publication is dedicated to
those brothers and sisters
who have passed away
since we joined together
as a Serco family.

Chris Everson
Dan Murray
Wilson Heath
Leonard (Jr.) Pilgrim
Robert Innis
Harvey Russell
Dennis Johnson
Tony Broomfield
Russell Power
Sandra Turner
Gary (Stamper) Stamp

Ron Roberts
Lorne Garland
Dave Squires
Scotty Allen
Herb Mund
Eugene Michelin
Tom Watts
Peter Davis
Bernard Goudie
Gary Broomfield
Randy Russell

They shared the trials of our transition,
met the challenge of change
and helped us to feel better in doing so
with their wit, compassion,
a willingness to help wherever they could,
and for just being a friend.

For this, and for just being a part of our lives,
we are eternally grateful.

May the good Lord keep them in the palm of his hand.

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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 PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached.
- 1.02 To further enhance harmonious and mutually beneficial arrangements between the PSAC and the Employer, both parties agree to annual joint training with pay in order to improve Union/Management meetings, Collective Agreement interpretation, communication and other issues, as identified by both parties. The duration and frequency of this training will be as mutually agreed by both parties.
- 1.03 The Employer will also permit the Local Executive to participate in annual Local Officer training, with pay, provided by the PSAC, during Company time in the non-flying season. This training will be for a maximum of five working days per year for up to seven Union Executive members.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

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

“Bargaining Unit” means, pursuant to the Canadian Industrial Relations Board Order #8455-U.

“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 or same 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 Canada Inc.

“Compensatory leave” means leave with pay approved by the Employer in lieu of cash payment for overtime. The duration of such leave will be equal to the time compensated or the minimum entitlement 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.

“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/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.

“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 on the day the shift commenced.

“Internal candidate” means any employee who has worked for the Company a total of 1040 hours in the twelve-month period immediately preceding the closure of a job posting.

“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 PSAC as the dues payable by its members as a consequence of their membership in the PSAC, 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 or outside of the employee’s scheduled hours of work.
- (B) in the case of part-time employees, authorized hours of work as set forth in Article 44.03 (d).

“PSAC” means the Public Service Alliance of Canada, headquartered in Ottawa, and is, for the purpose of this Collective Agreement the certified bargaining agent.

“Shift worker” means an employee who normally works on a rotating shift system, inclusive of Statutory Holidays.

“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 includes “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.

“Union” means the Public Service Alliance of Canada, its component the Union of National Defence Employees, and Local 90125.

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

ARTICLE 3

APPLICATION

The provisions of this Agreement apply to the PSAC, 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 Company shall retain and exercise all management functions, duties and responsibilities, except as limited, restricted or precluded by this Agreement. The Employer shall exercise its management functions in a manner that is fair, reasonable, equitable, and in accordance with the provisions of this agreement.

ARTICLE 7

RECOGNITION

- 7.01 The Employer recognizes the PSAC as the sole and exclusive bargaining agent for and on behalf of the Bargaining Unit, pursuant to Canada Labour Relations Board Order No. 8455-U (as amended or updated from time to time by the Canada Industrial Relations Board).
- 7.02 The terms and conditions set out in this agreement also apply to employees referred to in 7.01, who, at the request of the Company, periodically perform work for other clients of the Company.

ARTICLE 8

EMPLOYEE REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the PSAC to select employees as representatives.
- 8.02 The PSAC 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. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance and arbitration procedure.

- 8.03 The PSAC shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.
- 8.04 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.

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the PSAC for the posting of official PSAC notices. The PSAC 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 PSAC, including the names of PSAC 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 PSAC specific locations on its premises, for the placement of reasonable quantities of literature of the PSAC.
- 9.03 A duly accredited representative of the PSAC 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 Employer agrees to provide the Union Executive with the use of an office, complete with a desk and filing cabinet.

- 9.05 Subject to meeting the ISSO security requirements, an electronic bulletin board shall be made available on the Employers LAN for the publication of official PSAC 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. The company shall also provide the Union with a Serco email account to be used only for the announcement of Union meetings, Union officer appointments, and Union social functions. No PSAC member receiving such notices may “reply all” to any such notices. HR Manager shall be “cc’d” on all communications to ensure adherence to this protocol.
- 9.06 Employees who violate the ISSO security requirements will be subject to appropriate disciplinary measures. It is also recognized if such measures impede staff to perform their duties, the employer may take further disciplinary action.
- 9.07 In this Article 9, Employer facilities means and is 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.

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 PSAC 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 PSAC, 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 PSAC 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 PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 10.08 The PSAC 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 PSAC each quarter with the name, geographic location and job title of each new employee, and the name, geographic location and job title of each employee who has left employment.
- 11.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one week after receipt from the printer.
- 11.03 The Employer agrees to provide semi-annually, or upon issue of an amended chart, a copy of the Employer's current organization chart to the President of the Local Union of PSAC.
- 11.04 The Local Union of PSAC agrees to provide semi-annually, or upon amendment, a copy of the Union current organization chart to the Employer.

ARTICLE 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

If employees are prevented from performing their duties because of a strike, lock-out or the actions of third parties 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. The employees 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 specifically identifies a conflict of interest in particular to an employee's outside activity, 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 PSAC 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 in conjunction with an Arbitration established under this Agreement or a Conciliation Board dealing with the renewal of this Agreement, when the hearings are held in Happy Valley – Goose Bay. The employees must be:

- a) A party to the arbitration or conciliation;
- b) The representative of an employee who is a party to an arbitration or conciliation; or
- c) A witness called by an employee who is a party to an arbitration or conciliation

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

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

- a) leave with pay for the employee presenting the grievance and the employee representing the PSAC to attend a grievance meeting in the Happy Valley-Goose Bay area;
 - b) on duty status for the employee presenting the grievance when the meeting was originated by the Employer and is outside the Happy Valley-Goose Bay area; and
 - c) leave without pay for the employee presenting the grievance and the employee representing the PSAC when the employee seeks to meet with the employer outside the Happy Valley-Goose Bay area.
- 14.03 Where an employee has asked or is obliged to be represented by the PSAC in relation to the presentation of a grievance, and an employee acting on behalf of the PSAC 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

14.04 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory or actual contract negotiations meetings on behalf of the PSAC. The Employer understands that the PSAC wishes the number of employees allowed leave to be up to a maximum of six (6). In addition, the Employer agrees to grant leave with pay to the President of the Local for the purpose of contract negotiations meetings.

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

14.05 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 PSAC.

14.06 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 PSAC, 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.

ARTICLE 15

ILLEGAL STRIKES

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 The Employer and the PSAC jointly agree that there shall be no discrimination in respect of employment by reason of race, national or ethnic origin, creed, language, colour, religion, age, sex, sexual orientation, gender identity and expression, marital status, family status, mental or physical disability, pardoned conviction, political affiliation or membership or activity in the PSAC, in absence of any bona fide occupational requirement as provided for by the Canadian Human Rights Act.
- 16.02 An allegation of such discrimination shall be subject to the Grievance and Arbitration Procedure.

ARTICLE 17

HARASSMENT

- 17.01 The PSAC and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and abuse of authority and agree that harassment arising from and occurring in the course of employment will not be tolerated.
- 17.02
- a) Sexual Harassment is defined as any conduct, comment, gesture or contact of a sexual nature:
 - i. That is likely to cause offence or humiliation to any employee, or
 - ii. That might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
 - b) Personal Harassment means any unwarranted behaviour by another person arising from and occurring in the course of employment 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 reasonably can be categorized as an appropriate exercise of discipline or direction of duties. Such behaviour includes the application of force, threats, verbal abuse, or harassment of a personal or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).

- c) Abuse of authority is a form of harassment that occurs when a person improperly uses the power and authority inherent in their position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of that employee or in any way improperly interfere with or improperly influence the career of the employee. It includes intimidation, threats, blackmail or coercion. It does not include the normal managerial activities of counseling, performance appraisals, and discipline, as long as these are not being done in a discriminatory or harassing manner.

17.03 The Employer will make every reasonable effort to ensure that no employee is subjected to harassment. The Employer will take such disciplinary measures as deemed appropriate against any person who subjects another employee to harassment.

17.04 The Employer will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures.

17.05 An alleged offender, whether or not a member of the Bargaining Unit, shall be given notice and particulars of the substance of a complaint sufficient to know the full nature of the allegations.

17.06 Processing of Harassment 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 Resources Manager, 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 either an internal or external independent investigator who will investigate the matter and issue a written report on the merits of the complaint. The circumstances of the complaint will determine the choice of an internal

or external investigator. The investigation and report must be completed within four weeks of appointment unless an extension is granted by mutual consent between the Employer and the complainant and their PSAC representative. The company will share the report with the union, which shall keep the report in confidence except for purposes of grievance. Complainants and respondents have the right to be accompanied by a PSAC 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 proceedings 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 PSAC where the complainant with the consent of the PSAC in writing selects conciliation in lieu of processing a complaint under the Canadian Human Rights Code or the grievance and arbitration procedure in the Agreement. The conciliator so appointed, after meeting with the parties, will recommend appropriate remedies based on the investigation report.

17.07 Appropriate remedies will have to be fair to all parties involved, i.e. complainants, respondents, and the Employer.

17.08 Grievances concerning application or interpretation of this article shall go directly to Step 2 of the Grievance and Arbitration Procedure.

17.09 Harassment complaints shall be made and processed in good faith.

17.10 No employee against whom a complaint of harassment has been made shall be subject to any disciplinary measure related to the complaint before the completion of any investigation into the matter but may be subject to other interim measures where necessary.

17.11 If at the conclusion of any investigation, a complaint of harassment under this Article is found to be unwarranted, all records related to the complaint and investigation shall be removed from the employee's file.

ARTICLE 18

STAFFING PROCEDURE

18.01 The Employer shall post all permanent and temporary vacancies and any newly created positions in the Bargaining Unit. As soon as practical and in consultation with the Local, the Employer will attempt to fill any position, with a permanent or temporary employee, as described below, when the position is expected to be vacant for greater than four weeks.

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 4:00 pm on the closing date. Postings may be shortened by mutual agreement between the parties.

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.

ii. 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 prior to the closing date.

iii. 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 job posting shall contain the following information:

a) the requirements of the position to be filled,

b) the rate of pay of the position, and

c) the qualifications applicable to the position including education, knowledge, skills, 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 job posting shall be forwarded to the Union prior to posting which may be done via an electronic copy.
- 18.06 All postings will be made on an internal/external basis. Applications received from external candidates will neither be processed nor considered until all internal candidates have been processed completely and considered. It is understood that preference of appointment shall be from internal qualified candidates prior to consideration of external candidates.
- 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 candidates shall be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 18.09 All unsuccessful candidates will, upon request, 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. Employees may also request a meeting to discuss their assessment with the representative of the Employer responsible for the posting procedures.
- 18.10 Positions will not be advertised if the following circumstances occur:
- a) temporary absences from work by a member of the bargaining unit, unless the absence is expected to be greater than four weeks, in which case the position can be advertised as a temporary position.
 - b) re-assignment of a disabled person employed by the Employer in accord with the statutory duty to mitigate; or
 - c) A vacancy that arises within sixty (60) days of a posting for the same job title. In this circumstance, the company may rely on applications received through the process of the previous job posting.

Temporary Positions

18.11 Where a temporary position becomes vacant, or is created, it will be staffed according to the following rules:

- a) All temporary positions will be available to Bargaining Unit personnel. The position may be considered as a lateral transfer, training or a career development assignment, or as an opportunity to increase experience.
- 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 will the Employer consider applications from external candidates,
- e) where a temporary position is filled by an internal candidate, the position now vacant can be filled by a temporary employee. There will be only one position move allowed on each occasion, and no domino effect.
- f) Personnel filling training or career development assignments, or gaining experience, will have their personnel file updated by the Human Resources Department to reflect the time spent in this new position.

18.12 The PSAC and the Employer may from time to time jointly establish an eligibility list for specific positions that have shown to have a high turn over rate. Such positions must require personnel to be available at short notice. This will be done by the Employer re-posting positions and selecting candidates in advance for immediate placement in the position as each becomes available.

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

ARTICLE 19

LEAVE GENERAL

- 19.01 An employee is entitled to be informed once per month upon request, from their manager or supervisor, of the balance of his or her 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 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 19.05 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 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.
- 19.06 In the event of termination of employment, the Employer shall pay the balance of the employee's unused vacation leave credits to the former employee or the employee's estate.

Accumulation of Vacation Leave Credits (not applicable to employees covered in 19.22 to 19.23)

- 19.07 An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which he/she receives at least eighty (80) hours pay:
- a) ten (10) hours until the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
 - b) thirteen and one-third (13 1/3) hours commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
 - c) sixteen and two-thirds (16 2/3) hours commencing with the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;

- d) twenty (20) hours commencing with the month in which the employee's twenty fifth (25th) anniversary of continuous employment occurs.

19.08 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.

Entitlement to Vacation Leave With Pay

19.09 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

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 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) Earned but unused vacation leave may be carried over to the following vacation year to a maximum of eighty (80) hours. All vacation leave credits in excess of eighty (80) hours shall be automatically paid in cash at his or her hourly rate of pay, as calculated from the employee's hourly rate of pay on the last day of the vacation year.
- 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 employee 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 Subject to clause 19.05, 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 19.06 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

- 19.20 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 two (2) weeks prior to the last pay day before the employee's vacation period commences.
- 19.21 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.

FIRE OPERATIONS EMPLOYEES

Accumulation of Vacation Leave

19.22 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 five (5) years of continuous employment;
- b) fourteen (14) shifts per fiscal year if the employee has completed between five (5) and fifteen (15) years of continuous employment;
- c) eighteen (18) shifts per fiscal year after the employee completed fifteen (15) years of service;
- d) twenty-one (21) shifts per fiscal year after the employee has completed twenty five (25) years of continuous employment;

19.23 An employee who has not earned pay for the number of shifts or days specified in clause 19.22 (a) for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rates specified in clause 19.22 (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

- a) The Employer shall grant leave with pay to a maximum of forty (40) hours per year under the following circumstances:
 - i. to take a dependent family member to a medical or dental appointment or for appointments with appropriate authorities in schools or adoption agencies. It is understood that time off for such appointments shall not exceed eight (8) hours with pay;
 - ii. to provide for the temporary care of a sick member of the employee's family;
 - iii. for needs directly related to the birth or to adoption of the employee's child.

- iv. for the needs of a victim of family violence
 - v. to attend to matters of a personal nature that require the employees immediate attention and are beyond the employee's control. Examples include but are not limited to:
 - Home emergency such as flooding, break-ins, etc.;
 - Urgent Financial Matters;
 - Urgent Legal matters; or
 - Additional Bereavement.
- b) A term employee who has exceeded his/her six month requirement shall earn personal leave credits at the rate of three and one third (3 1/3) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.
 - c) For medical appointments of employees or their dependents that are scheduled outside the Upper Lake Melville area, employees are entitled to use personal leave up to their remaining balance of personal leave in that year.
 - d) An Employee who applies for Personal Leave under this article shall indicate the circumstances giving rise to the leave request by simple selection of one of the five circumstances listed in article 20.01(a). The Employer shall only require an Employee to provide details of the circumstance giving rise to the Personal Leave request if there are reasonable grounds for the requirement, such as absenteeism.

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), grandparent, grandchild, brother, sister, spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, or 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 five (5) 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 five (5) 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 two (2) days' bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her uncle, aunt, niece or nephew.
- e) 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) (c) or (d) 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 Senior Manager of the 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), (b), (c) or (d).

20.03 Maternity Leave Without Pay

- a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period of seventeen (17) weeks beginning up to thirteen (13) weeks before 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 period during which her newborn child is hospitalized the period of maternity leave without pay defined 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, to a maximum of seventeen (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.
- 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, unless there is a valid reason why the notice cannot be given.
- 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.

20.04 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance to a maximum of seventeen (17) weeks, 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) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), 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 section (B), or having become disabled as defined in the *Canada Pension Plan*, she will be indebted to the Employer for an amount determined as follows:

(allowance received) X (remaining period to be worked
following her return to work
[total period to be worked as
specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the company within a period of sixty (60) days or less is not indebted for the amount, if her new period of employment is sufficient to meet the obligations specified in section (B).

- b) For the purpose of *section (a)(iii)(B) and (C)*, 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 shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(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 one (1) week 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,
 - 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; and
 - iii. where an employee has received the full fifteen(15) weeks of pregnancy benefit under the Employment Insurance Act and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.
- d) At the employee's request, the payment referred to in subparagraph

20.04(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 (f) 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.

20.05 Transitional Provisions

If, on the date of the 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.

20.06 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 sixty-three (63) consecutive weeks in the seventy-eight (78) 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. Notwithstanding the above, at the request of an employee and at the discretion of the Employer, the leave may be taken in two periods.
- 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 sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child comes into the employee's care. Notwithstanding the above, at the request of an employee and at the discretion of the Employer, the leave may be taken in two periods.
- 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 one hundred and four (104) 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 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 seventy-one (71) 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.

20.07 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) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 20.04(a)(iii)(B), if applicable.
 - (C) should he or she fail to return to work in accordance with section (A), or should he or she return to work but fail to work the total period specified in (B), 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 section (B), 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:

(allowance received) X (remaining period to be worked
following his/her return to work)
[total period to be worked
as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the company within a period of sixty (60) or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- b) For the purpose of sections (a)(iii)(B), and (C), 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 shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(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 one (1) week 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) and (iv) below, for each week in respect of which the employee receives standard 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 an employee opts to receive *Employment Insurance* extended parental benefits over a period of sixty-one (61) weeks, the parental allowance payments made in accordance with the subparagraph (ii) above will be prorated over sixty-one (61) weeks. For clarity, the total amount of parental allowance payments made in accordance with the Supplementary Employment Benefit Plan over the sixty-one (61) week extended period shall be equal to the total amount had the parental allowance been paid over thirty five (35) week standard period.
 - iv. 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 subparagraphs (ii) and (iii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.

- v. Where an employee has received the full thirty five (35) or sixty-one (61) weeks of elected parental benefit under the Employee Insurance Act and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay, less any monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 20.04 c) iii) for the same child.
- d) At the employee's request, the payment referred to in subparagraph 20.07 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance* 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 (f) 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.

20.08 Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on parental leave without pay or has requested a period of parental leave but has not commenced the leave, he/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.

20.09 Leave Without Pay for the Care and Nurturing of Dependent Children

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's dependent 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.

For the purpose of this article 20.09, dependent child means the biological child, step child, adopted child (including a child adopted by an Aboriginal person under the Custom Adoption practice) or legal ward, of an employee or employee's legal or common law spouse (in the latter instance the dependent child must reside with the employee) and who is both dependent on the employee for support and is:

- i) under 21 years of age; or
- ii) regardless of the age of the child, incapable of supporting themselves because of physical or mental disability or disorder; or
- iii) under age 26 and is a student in attendance at a school or other education institution that provides training or instruction of an educational, professional vocational or technical nature.

20.10 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:
 - 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.

20.11 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

- b) 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 WHSCC 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.

20.12 Leave Without Pay for Other Reasons

Subject to operational requirements, the Employer shall grant leave 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.

20.13 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.

20.14 Leave Related to Critical Illness & Compassionate Care

- a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Family Caregiver Benefits may be granted leave for periods of up to thirty-seven (37) weeks in accordance with the *Canada Labour Code* while in receipt of or awaiting these benefits.
- b) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for EI Family Caregiver Benefits has been accepted.

- c) 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.

Entitlements to Leave Related to Critical Illness

- d) Subject to the qualifying criteria in the Canada Labour Code, entitlements to leave related to critical illness follow:
 - i. Up to thirty-seven (37) weeks of leave when a critically ill child under eighteen (18) years of age;
 - ii. Up to seventeen (17) weeks of leave when a critically ill adult is eighteen (18) years of age or older; and
 - iii. Up to twenty-eight (28) weeks of Compassionate Care Leave when a family member is at significant risk of death within twenty-six (26) weeks.

20.15 Leave for Victims of Family Violence

- a) The Employer recognizes that employees sometimes face situations of family violence or abuse, which may be physical, emotional or psychological, in their personal lives that may affect their attendance and performance at work.
- b) Upon request, an employee who is subject to family violence or who is the parent of a child who is subject to family violence in accordance with the qualifying criteria of the *Canada Labour Code* shall be granted Leave for Victims of Family Violence in order to enable the employee to:
 - i. To seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;
 - ii. To obtain services from an organization which provides services to victims of family violence
 - iii. To obtain psychological or other professional counselling
 - iv. To relocate temporarily or permanently;
 - v. To seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
 - vi. To take any measures prescribed by regulation
- c) Employees experiencing family violence shall be granted ten (10) days of leave every calendar year, the first five (5) of which shall be leave with pay. The leave may be taken as consecutive or single days or as a fraction of a day.

- d) The employer recognizes that an employee's attendance or performance at work may suffer as a result of experiencing family violence. The Employer will give reasonable consideration to all mitigating circumstances before taking any action against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- e) Subject to the duty to accommodate to the point of undue hardship, the Employer will approve reasonable requests for workplace accommodations from an employee who is experiencing family violence.
- f) All personal information concerning family violence will be kept confidential in accordance with relevant legislation and will only be disclosed to other parties in the fulfilment of Health and Safety and legal obligations. No information on family violence will be kept on an employee's personnel file without their express written agreement.

ARTICLE 21

PAID HOLIDAYS

21.01 Subject to clause 21.02, the following days shall be paid holidays for 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 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 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 PSAC Business.

21.03 When 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 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.

21.04 When two (2) 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 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.

21.05 When 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 the employee shall be compensated for such work pursuant to Article 40,

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 and the employee shall be compensated pursuant to clause 21.06(b).

21.06

- a) When an employee works on a holiday he or she shall be paid double time for all hours worked, in addition to the pay that the employee would have been granted had he or she not worked on the holiday

or

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 double the straight time rate of pay for all hours worked.

b) When an employee works on a day deemed to be a holiday pursuant to clause 21.03, he or she shall be paid 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 thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday

or

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,

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 employees 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 21.06 (c)(ii) shall be the rate in effect when the lieu day was earned.

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

i. compensation in accordance with the provisions of clause 21.06;

or

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

21.08 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.

21.09 Where a day that is a 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.

21.10 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25th and January 1st 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.

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;
- 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 works a shift pattern, wholly on the basis of statements signed by the employee.

This clause is applied on an individual basis.

- 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 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, the Employer will reinstate sick leave credits upon recovery of any sick leave advances issued to the employee. 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 ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.

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.

This clause is applied on an individual basis.

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, the Employer will reinstate

sick leave credits upon recovery of any sick leave advances issued to the employee. 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 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.
- 22.08 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.

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
- 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.

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 shall 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 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 that 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

EMPLOYEE ORIENTATION

- 24.01 The Employer agrees to supply all new employees with a Union orientation package, when they accept employment. The package will include a copy of the Collective Agreement, the name and extension number of the chief shop steward, and other information as mutually agreed between the Company and the Local.
- 24.02 The Employer agrees that a union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay for fifteen (15) minutes during the first thirty (30) days of employment.

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 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 PSAC 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. If the rate of pay can't be settled by the parties within forty-five (45) calendar days, the issue may be referred to the Grievance and Arbitration Procedure - Article 38 contained in this

Agreement. The established rate of pay, once determined in accordance with Article 38, or as agreed upon by the parties, shall be retroactive to the date the proposed new Job Title came into effect and shall be appended to, and form part of, this Agreement. The Company shall also provide the PSAC with a copy of the proposed job description(s), placement in the organizational chart, rationale as to the proposed position(s) and proposed rate of pay.

- 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 positions, acting pay will occur immediately when the acting assignment has been approved by the Senior Manager and declared in advance. Acting pay will not be paid for periods of less than one day in duration, unless that partial day is adjacent to another full days' acting capacity.
- 27.07 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. Acting pay during the appointment shall be the employee's normal rate of pay plus 20%, or the employee's normal rate of pay, whichever is higher.
- 27.08 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.
- 27.09 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 of
- d) 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 twelve (12) 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 twelve (12) 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 scheduled hours of work, or any other period of work on that day.

- 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 44.03(e).

29.02 When an employee reports to work as a result of the conditions described in 29.01, 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 his or her automobile when the employee travels by means of his or her own automobile,

or

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

29.03 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

29.04 Payments provided under Overtime and Reporting Pay provisions, the Designated Paid Holiday and Standby provisions and clause 29.01 above shall not 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 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 When an employee reports to work as a result of the conditions described in 30.04, 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 his or her automobile when the employee travels by means of his or her own automobile,

or

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

30.06 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

30.07 Payments provided under the Overtime and Reporting Pay provisions, 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.

30.08 No part of this article 30 shall apply to Fire Operations employees and Power Engineers.

ARTICLE 31

PREMIUMS

31.01 Evening Premium

A shift worker working on a shift where half or more of the hours are regularly scheduled between 4:00 pm and 8:00 am, will receive an evening premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 pm and 8:00 am. The evening premium will not be paid for hours worked between 8:00 am and 4:00 pm.

A non-shift worker working on a schedule where half or more of the hours are regularly scheduled between 4:00 pm and 8:00 am, will receive an evening premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 4:00 pm and 8:00 am. .

31.02 Weekend Premium

A shift worker will receive a weekend premium of one dollar (\$1.00) per hour for every hour worked of a regular or overtime shift that begins on a Saturday and/or Sunday. Overtime hours worked on a Saturday and/or Sunday are also subject to the weekend premium.

A non-shift worker shall receive a weekend premium of one dollar (\$1.00) per hour for each regularly scheduled straight time hour worked on a Saturday and/or Sunday.

31.03 There shall be no split shifts.

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.

32.02 The PSAC and/or the Employer may serve notice to the other that the statement of duties and responsibilities provided for in Article 32.01 has changed in a material respect since any prior Notice and that such change 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 has changed and set forth the pay adjustment desired.

Should the decision be made under this Article that the rate of pay for a position is to be lower, the rate for the position will be reduced accordingly as it may apply to other employees. However existing affected employees in the position will be salary protected.

- 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.
- 32.04 Failing settlement, the matter may be referred to Step Two of the grievance and arbitration procedure.
- 32.05 An arbitrator shall not be entitled to set a rate of pay that is more than 20% above or below the rate paid for the position.

ARTICLE 33

SUSPENSION AND DISCIPLINE

- 33.01 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the PSAC attend the meeting. The purpose of the meeting may be provided in advance to the employee or the employee may request an adjournment of the meeting to consult with the PSAC representative. Where the disciplinary decision involves suspension or dismissal only, a PSAC representative shall receive a minimum of two day's written notice of the meeting to render the disciplinary decision. .
- 33.02 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.
- 33.03 The Employer shall notify the local representative of the PSAC that such suspension has occurred.
- 33.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document or written statement from the file of an employee pursuant to Article 33.07, 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.

33.06 Grievances relating to dismissal shall proceed directly to Step Two of the grievance and arbitration procedure.

33.07 An employee, who has a document or written statement related to a disciplinary issue placed on his or her personnel file, will receive a copy of that document prior to or within a reasonable period of its placement on the file. Any such document shall clearly indicate that it is being placed in the employee's personnel file.

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.
- d) During the performance review, the employee and Employer's Representative may discuss the employee's Position Description.

34.02

- a) Prior to an employee performance review the employee shall be given, in written or electronic format:
 - 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 on a reasonable basis, but at least once per year, for his or her examination in the presence of an authorized representative of the Employer and a copy of any document contained in that file shall be provided upon request at that time.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the PSAC, 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.
- 35.02 When a pregnant employee 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, the Employer will make reasonable efforts to find alternate duties for the employee within the bargaining unit, after consultation with the PSAC and in a manner consistent with the Collective Agreement.

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 mechanism 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 PSAC shall notify the Employer in writing of the representatives authorized to act on behalf of the PSAC 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 PSAC 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.

ARTICLE 37

LAYOFF/RECALL AND SEVERANCE

37.01 In this Article, Day means normal shifts of the employee.
The parties agree that job security shall increase with length of seniority 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, and/or subsequent Contracts 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. days to one-year seniority – 15 days
 - ii. Over one year's seniority – 30 days
- d) Seasonal and Term employees and those employed less than 30 days will receive four (4) days' notice of lay off or pay in lieu of notice.

37.02

- a) Layoffs shall be conducted within a Job Title on the basis of seniority calculated under article 48.01, based upon the principle of least senior being laid off first.
- b) Employees receiving notice of layoff under (a) above and who are more senior may bump the most junior employee in a Job Title which is in a series of positions within a specific progression for which the employee is qualified, e.g. Mechanic and Mechanic Lead.
- c) Employees shall be recalled in reverse order of layoff 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

layoff.

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 PSAC 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 to be on 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 layoff but shall be entitled to be reassigned to his/her old position should work become available to which his/her seniority would entitle him/her. An employee who accepts a lower rated position shall continue to receive the same rate of pay and all negotiated increases he/she would receive had he/she remained in his/her old position for a period of three (3) months from when the employee commences the reassignment.

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 this Article.

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

a) reasonable leave of absence with pay not to exceed six (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.

b) Job search assistance coordinated 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 employees, the layoff 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 the date of lay off. Upon expiry of the recall period, an employee shall receive severance pay if he/she has not been 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 their 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.

37.14 Upon termination, eligible full time and part time employees, including seasonal employees, shall be entitled to two weeks' pay for the 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 AND ARBITRATION PROCEDURE

- 38.01 The Employer and the PSAC agree that discussions should occur between employees, PSAC representatives and Employer representatives in an attempt to resolve problems or differences. This grievance and arbitration procedure is not intended to preclude any such discussions.
- 38.02 For the purpose of this Agreement the term "grievance" shall mean any dispute between the Employer and the PSAC ("policy grievance"), or between the Employer and any employee within the jurisdiction of the PSAC, concerning the interpretation, application, or alleged violation of this Agreement.
- 38.03 The time limits set out in the grievance and arbitration procedure are mandatory and not discretionary. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded.
In the event that the Employer does not respond to a grievance within the specified time limits, the PSAC, 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 PSAC until it has received the Employer's response.
In the event that a grievance is not submitted or advanced from one step to another within the time limits specified, or as extended by agreement between the Employer and the PSAC in writing, the grievance shall be deemed to be abandoned.
- 38.04 Employee(s) shall have the right to be represented at any step of the grievance and arbitration procedure. The PSAC shall be given full opportunity to present evidence and make representations throughout the grievance and arbitration procedure.
- 38.05 The Employer shall designate a representative at each step of the grievance and arbitration procedure. Any step in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint. If a step in the grievance and arbitration procedure is waived, no other step shall be waived except by mutual agreement.

STEPS OF THE GRIEVANCE AND ARBITRATION PROCEDURE

Complaint:

Any employee who has a dispute shall first discuss the matter with his or her Manager with a view to prompt settlement thereof. A complaint must be brought

to the attention of the Manager as soon as practicable, to allow sufficient response time prior to the time limits required in Step One. The employee may have their PSAC representative present at such discussion.

As referenced in the applicable articles of this agreement, disputes relating to Release, Abandonment of Position, Termination, Discharge, Dismissal, Statement of Duties, Harassment or Abuse of Authority shall be filed at Step Two.

Policy grievances shall be signed by the PSAC or Local President, or designate, and shall be filed directly at Step Two.

Step One:

Within twenty (20) working days of the employee(s) becoming aware of the complaint, the complaint becomes a formal grievance if the employee and/or the PSAC present a written grievance form to Human Resources. Formal grievances must have the approval and support of the bargaining agent. The grievance form must specify the nature of the grievance, the provision(s) of the Collective Agreement violated, and the remedy requested.

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 grievance has been suspended. Upon return to work, the employee(s) shall have the balance of the twenty working day period as calculated above, in which to submit the grievance.

The employer representative will arrange an acceptable hearing date within ten (10) working days of the formal submission. At this meeting the Grievor will be accompanied by an PSAC representative. The Employer Representative shall reply in writing to the Grievor within a further ten (10) working days.

Step Two:

If a satisfactory settlement has not been obtained under Step One, employee(s) and/or the PSAC representative may within ten (10) working days of the receipt of the Employer's decision under Step One, transmit the grievance to Step Two. The designated Employer representative will arrange a hearing within five (5) working days of the receipt of a Step Two grievance. The Employer Representative shall render a decision in writing within a further five (5) working days.

Arbitration:

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

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 designated below. The Employer and the PSAC 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
Wayne Thistle
Susan Ashley
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 first listed and thereafter the one immediately following the last one selected or used.

The arbitrator shall have all the powers vested 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's 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

LEGISLATION

39.01 This collective agreement is subject to applicable legislation.

ARTICLE 40

HOURS OF WORK

40.01 For the purpose of this Article, except as provided otherwise herein, the normal hours of work shall be as listed below:

- a) For non-shift workers, eight (8) consecutive hours per day, exclusive of a lunch period, and five days per week, normally Monday to Friday, 8:00 am to 5:00 pm.

- b) For those in the Fire Operations, 42 hours per week in a shift pattern as set out in 40.04.
- c) For shift workers, an average of 40 hours per week in a shift pattern.

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

40.02 Schedules of Work

- a) The Employer shall post a schedule of hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees on a weekly basis work the hours provided for in Article 40.01.
- b) The weekly and daily hours of work may be varied by the Employer following review with the PSAC to allow for summer and winter hours, provided the annual total of hours remains unchanged.
- c) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
- d) 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;
 - 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.
- e) Except as provided in 40.04 for Fire Operations employees, 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 that will remain in effect for periods of not less than twenty-eight (28) calendar days.
- f) 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 on the day it commenced.
- g) 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 PSAC 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 PSAC representative(s) during the meeting or within three (3) 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 PSAC representative(s) may waive the application of clause 40.02 (e).
- 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 immediately following the change, or, if worked, such days of rest shall be compensated in accordance with overtime provisions of this Article.

40.04 The provisions of 40.04 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 a minimum of 24 hours' notice is given before the shift is to be worked and 24 hours is given before the shift is to be worked back, and with the approval of the Employer, employees may exchange shifts if there is no additional cost to the Employer. The employee requesting the shift exchange will have three (3) months to pay back the shift. 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 (f) above, will be considered overtime.

40.05 Overtime Compensation

- a) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- b) The Employer shall make every reasonable effort to:
 - i. Allocate overtime work on a equitable basis among readily available, qualified employees;
 - ii. Notwithstanding operational requirements give employees who are required to work overtime, adequate advance notice of this requirement.
- c) Subject to 40.05(a), overtime shall be compensated at the following rates:
 - i. time and one half (1 ½); or

- ii. double (2) time for each hour of overtime worked after sixteen (16) hours work in any twenty-four hour period or for hours worked in excess of regularly scheduled hours on the employee's first day of rest and for all hours worked on the second or subsequent day of rest.
- d) overtime shall normally be compensated in cash. At the Employee's request 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.
- e) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- f) 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.

40.06 Scheduled Overtime – Day of Rest

- 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 40.06(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 44.03 (f) of the Agreement.

40.07 Scheduled Overtime – Workday

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.

40.08 Overtime Mileage

When an employee reports to work overtime under the conditions described in clause 40.06 and 40.07, 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 of fifty cents (0.50) per kilometre 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.

40.09 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 twenty dollars (\$20.00), 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 twenty dollars (\$20.00), except where free meals are provided, after each four (4) hour period. Management shall allow the employee reasonable time with pay 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.

COMPRESSED WORK WEEK

- 40.10 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. In every such period employees shall be granted days of rest on days not scheduled as normal workdays for them.
- 40.11 The Employer and the PSAC 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.
- 40.12 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.

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.

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 Agreement refers 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.

c) 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.

d) 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.

e) Travel

Overtime compensation referred to in clause 40.05 of this Agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

f) 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 ½) 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.

g) 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.

h) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 22 of this 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.

i) Shift Premium

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

j) Acting Pay

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

k) Exchange of Shifts

On exchange of shifts between employees, as provided in 40.03(c), the Employer shall pay as if no exchange had occurred.

l) 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 compressed work weeks.

ARTICLE 41

BENEFITS

41.01 It is mandatory for eligible full-time, part-time 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.

41.02 Seasonal employees shall not have Long Term Disability coverage during their period of lay-off. Seasonal employees and employees on approved leaves of absence must continue to pay their portion of the insurance premiums to maintain coverage.

41.03 It is acknowledged these benefits referred to in this Article will be provided through an insurance policy(s) and the Employer agrees to maintain comparable level of benefits so as to provide relatively equal, but not identical, coverage.

41.04 Dental Plan

Dental coverage is available to eligible employees through an insurance plan that is fully funded by the Employer. Full details of the services covered are available from the Human Resources Department. The

Employer reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.05 Group Health Coverage

Group Health coverage is available to eligible employees through a cost-shared insurance plan. Full details of the services covered are available from the Human Resources Department. The Employer reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.06 Basic Life and Accidental Death and Dismemberment Insurance

Basic Life and Accidental Death and Dismemberment Insurance is available to eligible employees through an insurance plan funded by the Employer. The current plan provides an insurance benefit of two times annual regular salary. Details of the plan are available on request from the Human Resources Department. The Employer reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.07 Long Term Disability

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

41.08 Medical Travel Within Canada

- a) Medical travel coverage will pay for the following expenses for eligible employees, their spouses and dependents upon referral elsewhere in the Province or in Canada by a qualified medical practitioner for treatment not available in the local area, 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. Expenses incurred by companions will be charged against the usage of the person requiring treatment. Benefits are limited to either round trip economy class travel of the employee's choice of airline, 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.

- b) Effective April 1, 2019, the Employer will restart medical travel expenses as identified above to all eligible employees, their spouses and their dependents to a maximum of \$6250.00 per person for the life of this agreement (calculated based on \$1,250.00 per year). A family of two or more eligible persons may elect once during the life of this agreement to combine the individual sums for up to three people in that family into a combined total of \$18,750.00 for those same three persons and for all three of them to make claims under the plan on that shared basis; such election is final.
- c) The Employer will provide assistance in completing and submitting applications for the Provincial Medical Travel Assistance Program.
- d) Employees who engage in medical travel to fulfil licensing and/or certification requirements as a condition of their employment with the Employer shall be reimbursed for all such medical travel expenses. Such expenses shall not be drawn against the medical travel entitlement provided by Article 41.08.

41.09 Medical Plan Review

An annual review meeting will be held to discuss concerns, observations, suggestions, and recommendations in regard to the medical plan. Guidelines for this meeting will follow those detailed in Article 36 – Joint Consultation.

41.10 Serco agrees to provide a Short-Term Disability Plan. Such plan will be provided to all permanent employees for the duration of this Agreement.

ARTICLE 42

AGREEMENT REOPENER

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 that 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 PSAC 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; and

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 PSAC 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; and

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/her 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.

43.08 During the notice period described in Article 43.04, the parties 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 the technological change

ARTICLE 44

EMPLOYEE STATUS

44.01 Probationary Employees

All newly hired employees shall be considered probationary employees for three months provided however, that the probationary period may be extended by mutual agreement of the employee, the Employer and the PSAC, for up to an additional three (3) months.

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

44.02 Full Time Employees

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

44.03 Part-Time Employees

A part-time employee is an employee hired for an indeterminate period whose regularly scheduled 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.

The 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.

a) Pay

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.

b) Days of Rest

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.

c) Designated Holidays

i) 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.

ii) 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 (2) time thereafter.

iii) 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 (ii) above, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

d) Overtime

i) 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.

ii) Notwithstanding (i), for employees whose normal scheduled hours of work are in excess of the normal daily hours of work specified for full time employees, overtime means work performed in excess of those normal scheduled daily hours.

iii) Subject to the above, a part-time employee who is required to work overtime shall be paid overtime as specified by this Agreement.

e) Call-Back

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.

f) Reporting Pay

Subject to 44.03(b), 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.

g) Benefit Coverage

Part-time employees shall be entitled to participate in the benefit plans 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 specified in this Agreement.

h) Leave

i. Bereavement Leave

Notwithstanding clause 44.04(g) there shall be no prorating of a "day" in clause 20.02 - Bereavement Leave With Pay.

ii. Vacation Leave

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 10 hours a month, one-quarter of the hours in the employee's work week per month;
- b) when the entitlement is 13 1/3 hours a month, one-third of the hours in the employee's work week per month;
- c) when the entitlement is 16 2/3 hours a month, five-twelfths of the hours in the employee's work week per month;
- d) when the entitlement is 20 hours a month, one-half of the hours in the employee's work week per month;

iii. Sick Leave

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.

iv. Leave Administration

- a) For the purposes of administration of vacation or sick leave, 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.
 - c) Leave will only be provided during those periods in which employees are scheduled to perform their duties
- i) Severance Pay

Notwithstanding the provisions of Article 37 (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.

44.04 Seasonal Employees

A seasonal employee is an employee hired on a permanent basis for work that is not continuous throughout the year.

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

Seasonal employees will not be utilized as operational firefighters.

a) Benefits:

Seasonal employees will be eligible to participate in the benefit plans during the time they are employed by the Employer. During their period of lay off, seasonal employees will be able to participate in all benefits plans with the exception of Long-Term Disability providing they pay their portion of the required premiums

b) Vacation Leave:

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.

c) Recall & Severance:

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.

44.05 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:
 - i. 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 articles 14, 19, 20, 22, 23;
 - 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 44.05 (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.
- d) Unless otherwise provided for in this Agreement, term employees shall be entitled to all the provisions provided under this agreement. Term employees are not covered by Layoff/Recall and Severance.
- e) Vacation Leave

For the purposes of vacation leave, term employees will, at the time of hire, choose one of the following options:

- i) receive six (6%) vacation pay on a bi-weekly basis; or
 - ii) accumulate vacation leave with pay at the rate of ten (10) hours for each month in which the employee receives at least eighty (80) hours 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, or at the completion of their term.
- f) If the term of employment extends beyond six (6) months of continuous employment the employee is eligible for coverage under the leave provisions outlined in Article 19, 20 and 22 and may participate in the benefit plans, with the exception of the pension plan.
- g) Permanent 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

TRAINING DUTIES

- 45.01 The assignment of training duties will be at the sole discretion of the Employer and subject to the agreement of the employee.
- 45.02 Where the Employer provides training to an employee for the purposes of having the employee train other employees or third parties, the Employer shall pay the costs of all course fees and materials. Time spent acquiring the training shall be treated as Career Development Leave, and subject to the provisions of Article 23.05.
- 45.03 Where possible, training duties shall be performed during normal working hours and in all circumstances shall be treated as hours worked and subject to the provisions of Article 40 and Appendix B as applicable.
- 45.04 Pay for training duties shall be subject to Article 56 - Extra Duty Allowance
- 45.05 Where training has been provided in order for an employee to be qualified to assume training duties, the employee shall fulfill those duties as required by the Employer.

- 45.06 Unless previously agreed in writing by the Employer, employees will only provide training to external personnel as representatives of the Employer.
- 45.07 Training duties and Extra Duty Allowance do not apply to employees who are required to attain a training qualification or deliver training as part of their job duties.

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 workdays. Termination will not take place if the employee has notified the Employer in advance of the three days and has provided a reason acceptable to the Employer, or is able to provide a reason acceptable to the Employer upon his/her return; or
 - e) dies.
- 46.02 In the event of an employee's death, all monies owing will be paid to the employee's estate.

ARTICLE 47

PENSION PLAN

- 47.01 Full-time, part-time, and seasonal employees are eligible to join the Employer Pension Plan. The Employer pension plan is a registered retirement, defined contribution plan underwritten by an Insurance Company. Details of the plan are available on request from the Human Resources Department. As of February 7, 2009, the Pension Plan Policy # is RS100666 and is administered by Standard Life Assurance Company.
- 47.02 Employees must contribute a minimum of 1% of base salary and the Employer will match employee contributions of base salary as per the following schedule:

Up to 9 years of service: to a maximum of 4%

After 9 years of service: to a maximum of 5%

47.03 The Employer reserves the right, through consultation with the union, to change the insurer administering the Pension Plan while agreeing to maintain comparable level of benefits so as to provide relatively equal, but not identical, coverage.

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.

48.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rated 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 the concerned employees in the presence of a representative of the PSAC.

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 and arbitration 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) 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.

- b) 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.
- c) 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

49.01 For the health and safety of employees and the public image of the Employer, 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.

49.02 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)

If required by their employment, Employees may be eligible for a maximum of \$150.00 every two years towards the cost of prescription safety eyeglasses provided (a) satisfactory receipts are provided, and (b) reimbursement is not eligible nor has it been provided from any other source.

Fire Fighter Group:

a) Day Workers

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

b) Shift Workers

In addition to the day workers issue above, the shift worker will be issued:

Summer Jacket	1
Jump-suit/Coveralls	3 (one pair to be replaced each year)
Ball Caps	1
Winter Parka	1
Hard Helmet	1
Work Boots	1 Pair (to be replaced every two years)
Gloves	2 Pairs
Rain Gear	1 (Jacket and Pants)

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

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

General Conditions

- i) All clothing items shall conform to CSA and WHSCC standards
- ii) Replacement cycles will be from the date of issue as set out in Article 49 or for a period of time as determined by the Employer
- iii) Initial size fitting is the responsibility of the Employer.

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

49.04 Employees 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 Employer, 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

Both parties recognize the importance of physical fitness to the safe and effective performance of firefighter duties. Firefighters will maintain the level of fitness required by the Employer's contract with PWGSC, where such level is in compliance with all legislative and court ordered imperatives. The Employer further agrees to abide by its duty to accommodate for any firefighter deemed unfit to perform duties.

ARTICLE 51

FIREFIGHTER OPERATING PROCEDURES

51.01 Subject to 51.02, for the duration of this Collective Agreement:

- a) The Firehall will operate on a 24-hour basis;
- b) Operational Firefighters will be scheduled on a 14-hour night and 10 hour day shift basis (i.e. an average of 12 hours);
- c) There will be a 4 Platoon System;
- d) Platoon Chiefs may not be assigned Paramedic duties.

51.02 Where a downgrading of the airport from the present Category 7 necessitates a change to the Employer's contract with PWGSC, the Employer may invoke Article 42 to reopen the collective agreement for the purpose of re-negotiating possible amendments to Article 51.

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 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 27.08 and 27.09.

ARTICLE 53

DURATION OF AGREEMENT

This Agreement shall be effective from the 1st day of April 2019, up to and including the 31st day of March 2024, 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.

ARTICLE 54

LEAVE TRAVEL ASSISTANCE

54.01 All permanent full-time, part-time and seasonal employees shall receive a travel allowance for the employee, spouse and each eligible dependent.

54.02 The allowance shall be paid to employees in April of each year, commencing April 2003, and is payable only to employees of record on the first day of April each year.

54.03 Full-time and part-time employees shall receive \$1800 for the employee and \$450 each for their spouse and eligible dependents. Seasonal employees shall receive an LTA that is pro-rated based upon the proportion of time worked to a full year.

54.04 Where an employee and his/her spouse are both employed by the Company, each employee shall receive the employee travel allowance, but only one shall claim the benefit for their dependents.

54.05 For this Article, the definition of a dependent is:

- a) A person under the age of eighteen (18) years residing full time with the employee;
- b) A person under the age of twenty-four (24) years in full time attendance at an educational facility;

- c) A person who by reason of mental or physical disability is residing with the employee;
- d) legal wards of the employee.

All dependents must reside in the Upper Lake Melville area of Labrador

54.06 For the purpose of calculating this benefit, the following types of leave shall be considered as time worked:

- a) Maternity and Parental Leave
- b) Injury on duty and Workers Compensation Leave
- c) Paid leave
- d) Any other period of unpaid leave for which the employee is entitled to accrue service under this Collective Agreement.

ARTICLE 55

EXTRA DUTY ALLOWANCE

55.01 Where an employee is requested to perform extra duties in accordance with Article 56.02, and consents to perform such duties, the employee shall receive an extra duty allowance of \$4.00 per hour for each hour in which he/she performs those duties.

55.02 Duties subject to the Extra Duty Allowance shall be confined to:

a) Training Duties

Duties to train others, in accordance with Article 45.

b) On-site Lead Duties

Duties performed by a non-supervisory employee in a site-specific lead role as assigned by the Employer, on a project involving multi-trade taskings.

c) Duties Unrelated to the Employee's Substantive Position

Duties outside of the normal duties of an employee's substantive position that do not entitle the employee to acting pay under Article 27.

55.03 Extra duties may be offered to any employee, without regard to their substantive position, but the Employer shall endeavor to make such opportunities available to suitable candidates on an equitable basis.

55.04 The Extra Duty Allowance does not apply to on-the-job training of new employees, the supervision of apprentices by journeypersons, briefings by

employees on matters relating to their substantive position, participation in workplace committees, time spent by employees in fulfilling legislative requirements, or any other duties which may reasonably be considered to be included in the employee's substantive job duties.

ARTICLE 56

LONG SERVICE GRATUITY

An employee who voluntarily resigns (including retirement) after his/her age and length of service with the Company total 70 or more, provided that his/her length of service with the Company is a minimum of 10 years, shall receive a long service gratuity in the amount of \$4,000.00, less any necessary lump sum deduction in respect of taxes. Seasonal employees shall receive a long service gratuity that is pro-rated based upon an average of the proportion of time worked to full year in the preceding 5 years.

ARTICLE 57

MEMBERSHIP FEES

The Employer shall reimburse all Employees who are required to pay professional dues, memberships, or registration fees as a condition of their employment.

ARTICLE 58

RECREATION/FITNESS ALLOWANCE

The parties agree that the employee participation in recreation and/or health and fitness programs is needed for the wellbeing of a healthy workforce. To this end, the Employer agrees to reimburse all employees the registration fees in such programs to a maximum of \$200.00 per year, upon the production of a receipt.

ARTICLE 59

SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following the completion of

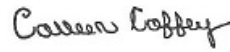
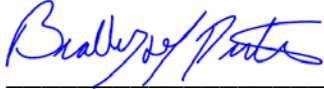
each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

SIGNING PAGE

Signed and delivered between the Parties on the 16th day of October 2020

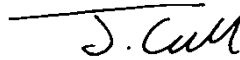
SERCO CANADA INC.

PUBLIC SERVICE ALLIANCE OF CANADA



Brad Proctor
Serco Negotiator

Colleen Coffee
REVP PSAC Atlantic



Thomas Wheeler
Site Manager

Jonathan Cull



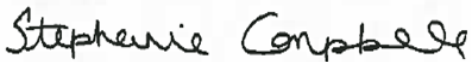
Wayne Wylie
Human Resources

Shawn Coles



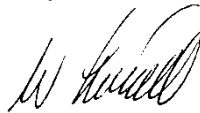
Scott Ross
Deputy Program Manager

David Martin



Stephanie Campbell
Human Resources Manager

Wayne Wall



Julie Russell
Program Management Office Manager

Wayne Thornhill



Murray Pike
Operations Manager

John Eustace
PSAC Negotiator



Aaron Roberts
Finance Manager

Louise Birdsell Bauer
PSAC Researcher

Larry Pittman

Larry Pittman
Human Resources Consultant

APPENDIX A

WAGE RATES

Job Title	2019	2020	2021	2022	2023
	3%	3%	3%	2.50%	2%
Accountant	32.86	33.84	34.86	35.73	36.44
Accounting Clerk	26.45	27.24	28.06	28.76	29.34
Administration Clerk - Term	22.85	23.53	24.24	24.84	25.34
Administration Coordinator	32.86	33.84	34.86	35.73	36.44
Airfield Electronic Services Technician	44.86	46.20	47.59	48.78	49.75
Airfield Electronics Services Manager	54.53	56.16	57.85	59.30	60.48
Airfield Electronics Services Supervisor	50.12	51.62	53.17	54.50	55.59
Alarms and Controls Technician	47.10	48.51	49.97	51.22	52.24
Alarms and Controls Technician Level I	42.53	43.80	45.12	46.25	47.17
Alarms and Controls Technician Level II	47.10	48.51	49.97	51.22	52.24
Assistant Platoon Chief	38.92	40.09	41.29	42.33	43.17
Assistant Platoon Chief - Paramedic	39.84	41.04	42.27	43.32	44.19
Assurance Manager	47.75	49.18	50.66	51.93	52.96
Aviation Weather Services Manager	59.53	61.32	63.16	64.74	66.03
Aviation Weather Services Supervisor	41.20	42.44	43.71	44.80	45.70
Briefer/Observer	48.93	50.39	51.90	53.20	54.27
Buyer	29.17	30.04	30.95	31.72	32.35
Camp Custodian	29.02	29.89	30.78	31.55	32.18
Carpenter	32.23	33.20	34.19	35.05	35.75
Carpenter/Painter Supervisor	41.52	42.76	44.05	45.15	46.05
Central Registry Clerk	26.45	27.24	28.06	28.76	29.34
Chief Fire Inspector	43.66	44.97	46.32	47.48	48.43
Chief Operating Engineer	82.29	84.76	87.30	89.48	91.27
Cleaner	22.58	23.25	23.95	24.55	25.04
Cleaner II	23.71	24.42	25.15	25.78	26.30
Cleaner Lead	23.71	24.42	25.15	25.78	26.30
Cleaning Supervisor	28.12	28.96	29.83	30.58	31.19
Computer Aided Design Technician	35.27	36.33	37.41	38.35	39.12
Construction Inspector Level I	31.06	32.00	32.96	33.78	34.46
Construction Inspector Level II	33.49	34.49	35.52	36.41	37.14
Construction Inspector Level III	35.27	36.33	37.41	38.35	39.12
Contract Specialist	40.80	42.02	43.28	44.36	45.25
Contracts Coordinator	32.86	33.84	34.86	35.73	36.44
Controls & Instrumentation Technician	44.86	46.20	47.59	48.78	49.75
Corporate Assurance Administrative Assistant	32.86	33.84	34.86	35.73	36.44
CSC/Accommodations Manager	41.96	43.22	44.52	45.63	46.54

Custodian	20.69	21.31	21.95	22.50	22.95
Customer Service Clerk	29.17	30.04	30.95	31.72	32.35
Customer Service Lead	30.66	31.58	32.53	33.34	34.01
Customer Support Manager	45.47	46.84	48.24	49.45	50.44
Design Manager	51.27	52.81	54.40	55.76	56.87
Design Technician	40.80	42.02	43.28	44.36	45.25
Design Technologist - Civil	44.86	46.20	47.59	48.78	49.75
Design Technologist - Electrical	44.86	46.20	47.59	48.78	49.75
Design Technologist - Mechanical	44.86	46.20	47.59	48.78	49.75
Electrical Supervisor	47.59	49.01	50.48	51.75	52.78
Electrician	31.79	32.74	33.72	34.56	35.26
Emergency Services Manager	61.33	63.17	65.06	66.69	68.02
Engineering and Grounds Maintenance Manager	53.40	55.00	56.65	58.06	59.22
Environmental and Loss Control Manager	57.57	59.29	61.07	62.60	63.85
Environmental Technologist	41.97	43.23	44.53	45.64	46.55
Finance and Administration Clerk	26.45	27.24	28.06	28.76	29.34
Fire Alarms Systems/Industrial Electrician	40.51	41.73	42.98	44.05	44.93
Fire Inspector	41.27	42.51	43.79	44.88	45.78
Fire Inspector - Paramedic	41.15	42.38	43.65	44.75	45.64
Fire Operations & Training Manager	53.75	55.36	57.02	58.44	59.61
Fire Technician	41.27	42.51	43.79	44.88	45.78
Fire Technician Paramedic	42.18	43.44	44.75	45.87	46.78
Firefighter	34.99	36.04	37.12	38.05	38.81
Firefighter Recruit Level I	20.98	21.61	22.26	22.82	23.27
Firefighter Recruit Level II	27.97	28.81	29.68	30.42	31.03
Firefighter/Paramedic	35.93	37.00	38.11	39.07	39.85
Fleet Manager	46.68	48.08	49.52	50.76	51.78
Forecaster	53.65	55.26	56.92	58.34	59.51
GES Apprentice Level I	26.91	27.72	28.55	29.27	29.85
GES Apprentice Level II	31.39	32.34	33.31	34.14	34.82
GES Apprentice Level III	35.90	36.97	38.08	39.03	39.81
GES Apprentice Level IV	40.37	41.58	42.82	43.89	44.77
GES Lead	47.10	48.51	49.97	51.22	52.24
GES Line Installer and Repair Technician	44.86	46.20	47.59	48.78	49.75
GES Technician	44.86	46.20	47.59	48.78	49.75
Grounds Maintenance Operative	25.51	26.28	27.07	27.74	28.30
Hangar Chief	35.05	36.10	37.19	38.12	38.88
Hazardous Materials Coordinator	46.65	48.05	49.49	50.73	51.74
Hazmat & Engineering Admin. Asst.	29.17	30.04	30.95	31.72	32.35
Heavy Equipment Crew Chief	44.98	46.33	47.72	48.91	49.89
Heavy Equipment Operator	35.78	36.86	37.96	38.91	39.69
Heavy Equipment Operator - Lead	39.07	40.24	41.45	42.48	43.33
Heavy Equipment Operator - Second	37.96	39.09	40.27	41.27	42.10
Human Resources Clerk	29.17	30.04	30.95	31.72	32.35

Human Resources Coordinator	32.86	33.84	34.86	35.73	36.44
Industrial Electrician	40.51	41.73	42.98	44.05	44.93
Information Systems Security Specialist	40.86	42.09	43.35	44.43	45.32
Information Technology Technician	31.56	32.51	33.48	34.32	35.00
Information Technology Technician - Senior	47.10	48.51	49.97	51.22	52.24
Infrastructure Supervisor	47.59	49.01	50.48	51.75	52.78
Integrated Management Systems Co-coordinator	41.97	43.23	44.53	45.64	46.55
IT Technician	31.56	32.51	33.48	34.32	35.00
Janitorial/Custodian Manager	43.96	45.28	46.64	47.80	48.76
Laborer	22.80	23.49	24.19	24.80	25.29
Logistics Coordination Manager	53.40	55.00	56.65	58.06	59.22
Mechanic - Accident Investigator	36.84	37.95	39.09	40.06	40.87
Mechanic Heavy	35.73	36.80	37.91	38.85	39.63
Mechanic Lead	37.36	38.48	39.63	40.62	41.44
Mechanic Light	35.73	36.80	37.91	38.85	39.63
Mechanic Welder and Body	35.73	36.80	37.91	38.85	39.63
Mechanical & Electrical Manager	53.37	54.98	56.63	58.04	59.20
Mechanical Engineer	60.26	62.06	63.92	65.52	66.83
Mechanical Supervisor - AAS	49.29	50.76	52.29	53.59	54.67
Mechanical Supervisor - HVAC/Steam	47.59	49.01	50.48	51.75	52.78
Mechanical Supervisor - WSE	52.11	53.67	55.28	56.66	57.80
Mechanical Supervisor HVAC, Steam, WSE	49.29	50.76	52.29	53.59	54.67
Mechanical Technician - AAS	34.10	35.13	36.18	37.08	37.83
Mechanical Technician - APU	35.73	36.80	37.91	38.85	39.63
Mechanical Technician - WSE	39.00	40.17	41.37	42.40	43.25
Millwright	42.71	44.00	45.32	46.45	47.38
Network Administrator	38.58	39.74	40.93	41.96	42.80
Network Administrator Assistant	31.56	32.51	33.48	34.32	35.00
Observer	25.82	26.60	27.39	28.08	28.64
Occupational Health and Safety Coordinator	46.41	47.80	49.24	50.47	51.48
Oil Burner Mechanic	40.86	42.09	43.35	44.43	45.32
Painter	30.82	31.74	32.69	33.51	34.18
PE3/Mech Tech	45.44	46.81	48.21	49.42	50.40
Planner	43.29	44.59	45.93	47.08	48.02
Planning Clerk	29.17	30.04	30.95	31.72	32.35
Planning Manager	47.38	48.80	50.27	51.52	52.55
Plant Shift Supervisor / PE2	53.14	54.73	56.37	57.78	58.94
Platoon Chief	41.27	42.51	43.79	44.88	45.78
Platoon Chief Paramedic	42.18	43.44	44.75	45.87	46.78
Plumber	40.86	42.09	43.35	44.43	45.32
Powerline Technician	40.51	41.73	42.98	44.05	44.93
Program Compliance Specialist	40.80	42.02	43.28	44.36	45.25
Project Administrator	32.86	33.84	34.86	35.73	36.44
Projects & Construction Manager	53.40	55.00	56.65	58.06	59.22

Refrigeration/AC Mechanic	42.90	44.19	45.51	46.65	47.58
Roads & Grounds Lead	28.79	29.65	30.54	31.31	31.93
Roads & Grounds Mason	27.43	28.25	29.10	29.83	30.42
Roads & Grounds Operative I	22.80	23.49	24.19	24.80	25.29
Roads & Grounds Operative II	23.83	24.55	25.29	25.92	26.44
Roads & Grounds Operative III	24.90	25.64	26.41	27.07	27.61
Roads & Grounds Supervisor	35.98	37.06	38.17	39.12	39.91
Roads & Grounds/HEO Manager	55.17	56.82	58.53	59.99	61.19
Senior Buyer	35.27	36.33	37.41	38.35	39.12
Senior Planner	45.45	46.82	48.22	49.43	50.42
Sheet Metal Worker	35.73	36.80	37.91	38.85	39.63
Shift Operator/PE3	45.44	46.81	48.21	49.42	50.40
Steamfitter - Pipefitter	40.86	42.09	43.35	44.43	45.32
Structural Supervisor	41.52	42.76	44.05	45.15	46.05
Supply Lead	30.66	31.58	32.53	33.34	34.01
Supply Manager	44.57	45.91	47.28	48.46	49.43
Supply Operative	26.12	26.90	27.71	28.40	28.97
Technical Librarian/Deliverables Coordinator	29.17	30.04	30.95	31.72	32.35
Timekeeping Coordinator	29.17	30.04	30.95	31.72	32.35
TIS Manager	57.93	59.67	61.45	62.99	64.25
TIS Supervisor	50.12	51.62	53.17	54.50	55.59
Tradeshelper	24.15	24.88	25.62	26.27	26.79
Vehicle Maintenance Purchasing & Control Operative	29.16	30.03	30.94	31.71	32.34
Vehicle Supervisor	40.69	41.91	43.16	44.24	45.13
Welder	35.73	36.80	37.91	38.85	39.63
Works Control Analyst	46.90	48.30	49.75	51.00	52.02

Appendix A – Notes:

The following incumbents have been salary protected and shall receive economic increases as follows:

	<u>April 1, 2019</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>
Roderick Coates	\$48.79	\$50.25	\$51.76	\$53.06	\$54.12
Wayne Thornhill	\$54.50	\$56.13	\$57.82	\$59.26	\$60.45

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 Canada 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 to the accounting office. Expense claim forms 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) (i) Serco paid travel: \$75.00 per diem (Meals: Breakfast \$15, Lunch \$20, Dinner \$30 and incidentals \$10). No receipts required,

Or

- (i) Travel billed to and cost recoverable from the customer will be paid based on applicable rates in the National Joint Council Travel Directory.

- b) Actual expenses incurred, for which itemized receipts required.

Mileage:	\$0.55 per kilometre
Airfare:	actual expenditure
Lodging:	(i) actual expenditure (includes reasonable phone, fax usage) or (ii) Private Lodging at \$50.00 per day
Ground Transport:	actual expenditure (includes taxi, gas, parking, rentals)

Memorandum of Understanding #1

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning the Performance Incentive Fee

Whereas both parties are desirous of improving productivity and efficiency by way of cooperation and reward, Serco and The Union of National Defense Employees, Local 90125 hereby agree to partner in the sharing of the Performance Incentive Fee Award (PIF) awarded by the Performance Incentive Fee Board based on the performance of the Company and its employees as measured by the DND performance evaluation team.

- o The Parties agree to stay with present system until the new Government agreement and if not in the new agreement then willing to discuss a new incentive, on the basis of a 50/50 split.
- o The Employer and the Union agree to the sharing of the PIF, beginning April 1, 2014, with the Employer receiving fifty per cent (50%) of the total fee awarded and the remaining 50% being shared amongst all eligible employees, as follows;

(Total PIF Award / 2) = the Total for all Eligible Employees to Share.

Total for all Eligible Employees to Share / Total number of regular hours worked by all eligible employees = Value of One Hour

Value of One Hour x Number of Regular Hours Worked by each eligible employee = Individual Award for each eligible employee

Employees entitled to share the PIF award are employees of record on the date the PIF award letter is received from the PIF Board and who have completed their probationary period. Payments will be made as soon as reasonably possible after the award letter is received.

PIF payments are made in advance. This letter will continue for the life of the collective agreement. No payment will be made in 2019 under the terms of Serco's current contract with PWGSC.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #2

**Between
Serco Canada Inc.
And
The Public Service Alliance of Canada**

Concerning Employees with Watch Standing Requirements

Whereas both parties are desirous of enhancing Labor/Management cooperation and achieving fairness to those employees that have watch-keeping requirements, Serco agrees to the following:

That any employees who are unable to take advantage of a reduction to minimum staffing levels, for reasons other than weather, will be allowed to bank the equivalent amount of hours at regular time, and will be permitted to schedule these hours at a time that is mutually agreeable with Management. An example of this type of situation is where Christmas Eve falls on a Friday and the Employer grants a stand down as a form of bonus.

Both parties understand that this is a privilege and not a right.

On September 30th of each year, the Employer shall provide the union with a list containing the job titles of Employees who will be unable to take advantage of a reduction to minimum staffing levels. Of those job titles specified in the list, where the employer can permit a reduction in the regular complement on a stand down under this MOU, the employer will (a) specify the number of employees in that job title who must remain for that shift, and (b) subject to operational needs, allocate participation in the stand downs equitably amongst the employees in the job title.

Dated this 16th day of October 2020



Thomas Wheeler
Serco



John Eustace
PSAC

Memorandum of Understanding #3

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning Bonus Leave

Whereas both parties are desirous of enhancing Labor/Management cooperation and providing added value to the workforce, Serco agrees to the following:

Employees employed as of the date of ratification of this agreement shall receive one (1) additional vacation day per year to be used within that year during the period of time that has the minimum manning requirement for a particular work location, e.g. the non-flying season (that period between November 1 and February 28). Notwithstanding the above. Employees who were employed as of April 1, 2019 shall receive two (2) vacation days to be used during the aforementioned period between the date of ratification and 1 April 2021.

This memorandum of understanding will expire on the earlier of **March 31, 2024**, or when all employees have taken their entitlement.

Both parties understand that this extra leave entitlement has no cash surrender value.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #4

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning Travel to Remote Locations

Whereas both parties agree to set up a premium to be paid to employees who are assigned to work in remote locations, the following shall be in effect from April 1, 2014:

- a) Employees assigned to travel to remote locations and whose travel includes an overnight stay shall receive a premium of \$50 for each work day spent travelling or on assignment.
- b) Employees unable to return as scheduled from remote locations due to weather or mechanical difficulties shall receive the premium for each full day away from Goose Bay, in addition to any travel time in accordance with Article 28.
- c) Employees given advance notice of less than five (5) calendar days for travel to remote locations shall be compensated at the rate of time and one half (1 ½) for the first day travel and /or work at the remote locations. Subsequent workdays shall be paid for at straight time, subject to the overtime provisions of the Collective Agreement.
- d) For the purposes of this MOU, "remote locations" is defined as anywhere in Labrador outside the Lake Melville Area (the Muskrat Falls Project is deemed within the Lake Melville Area).

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #5

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning Compensatory Time

Whereas both parties recognize the challenges of travelling outside the Happy Valley – Goose Bay area, the Company hereby agrees to the following:

Compensatory time limits will be increased from 40 hours to 56 hours per employee. The additional 16 hours are to be used in conjunction with an employee's vacation leave, to provide additional travel time when an employee is travelling outside the Happy Valley – Goose Bay area.

The foregoing does not limit the ability for Senior Management to agree to additional comp time limits where appropriate for circumstances of mutual benefit to the Company and its Employees.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #6

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Retention/Rebid Premium

Each permanent employee shall be paid a retention bonus (tied to successful extension and rebid) in the amount of \$1,500 (one thousand five hundred dollars), payable on the first pay after the effective date of the new PWGSC competitive rebid contract.

This amount shall only be paid to those permanent employees who remain employed by Serco at the date of payment of the above-noted bonuses.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #7

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning UNDE Local 90125 Office Hours

For the term of the current agreement, in addition to any other leave with or without pay for PSAC business, the Employer shall provide four hours of leave with pay per week in order that a member of the local executive may staff the union office, during a designated time period. Leave for the executive member selected by the union to staff the union office will be subject to operational requirements.

Employee wishing to avail of the office hours will be granted leave from work, subject to operational requirements and upon prior approval of their immediate supervisor. The timesheets for employees granted leave for such purposes will note the time utilized for this purpose.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #8

Between

**Serco Canada Inc.
And
The Public Service Alliance of Canada**

Concerning Working Alone Outside Normal Working Hours

The Employer acknowledges a health and safety concern raised in Collective Bargaining by the Union regarding employees working alone outside normal working hours.

The Employer agrees that, as part of routine job safety analysis, the Employer and the Occupational Health & Safety Committees will meet to determine if an employee is at greater risk when they work alone. This would include identifying the potential severity (risk factor) by analyzing;

- the nature of the risk;
- the potential frequency of the risk occurring; and,
- the potential consequence of the occurrence.

It will be decided whether the risk is inherent in the job, what degree of risk is acceptable when employees are working alone, and whether additional safety measures must be implemented.

Where an employee on standby is called in to perform work in a designated area, and until such time as any additional safety measures are identified and implemented, the Employer will arrange for him/her to be accompanied.

For the purposes of this MOU, a designated area means:

- PTA
- Dome Mountain
- German Camp
- Bunker Area
- Spring Gulch
- Lower Level (tank farm)
- Dakota firing range
- Mosquito Range
- any area requiring transportation by snowmobile

This MOU will take effect April 1, 2019

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #9

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning Developmental Positions

Both parties agree that circumstances may arise where recruiting in the HVGB area can create difficulties in staffing vacant or new positions.

In cases where Serco has attempted to fill vacant or new positions and cannot find qualified and suitable individuals, the parties agree to engage in discussions on the creation of temporary developmental positions to fill an immediate staffing need.

A developmental position is designed to provide an opportunity for existing or new employees to work in a position until such time as they are able to acquire the necessary skills or qualifications to fill the permanent vacancy. The rate of pay for a developmental position shall be based on, but less than, the collective agreement rate for the vacant position. The precise rate of pay must be agreed upon by both parties prior to staffing the developmental position.

In every case, the conditions of development shall be identified and agreed upon by both parties, and the applicant shall be given a reasonable opportunity to acquire the necessary skills and/or qualifications to perform all of the duties of the position on a permanent basis. Once the applicant has fulfilled all of the conditions of development, he/she shall be offered the position at full pay (entry level) on a permanent basis.

Where an applicant is unable to complete the conditions of development within a reasonable amount of time and the employer is able to demonstrate that they have provided the individual with reasonable opportunity to do so, the employer may re-post the vacant position. Should no suitable candidate be found, the employer may once again approach the Union to establish a new developmental position with a fresh applicant.

Any dispute arising from this Memorandum of Understanding shall be subject to the grievance procedure of the Collective Agreement.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #10

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Concerning Humanitarian and Education Fund

Whereas both parties agree with the importance of continuing to provide humanitarian support and educational opportunities for all employees, the Employer hereby agrees to provide \$25,000.00 annually for the fund, to be distributed for humanitarian and education purposes, as recommended through joint consultation.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

Memorandum of Understanding #11

Between

**Serco Canada Inc.
And
The Public Service Alliance of Canada**

**Concerning the Development of a Workplace Policy on Preventing and
Addressing Family Violence
at the Workplace**

The Parties agree that the development of a workplace policy to prevent and address family violence in the workplace is in the interest of all Serco employees and the broader community.

Therefore, Serco and the PSAC agree that within ninety (90) days of the ratification of this collective agreement, Serco will develop a workplace policy on preventing and addressing family violence at the workplace. At a minimum, the resulting workplace policy that shall:

- a. Explain the appropriate action to be taken in the event that an employee reports family violence or is perpetrating family violence;
- b. Identify the process for reporting, risk assessments, and safety planning;
- c. Identify available supports for employees;
- d. Identify procedures for protecting employees' confidentiality and privacy while ensuring workplace safety for all.

Once developed, the Workplace Policy on Preventing and Addressing Family Violence at the Workplace will be made accessible to all employees.

This memorandum of agreement will expire on the expiry date of this collective agreement unless both parties agree to renew it.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC

MEMORANDUM OF UNDERSTANDING #12

Between

Serco Canada Inc.

And

The Public Service Alliance of Canada

Moving from an Eight (8) to a Seven and One Half (7.5) Hour Work Day for Non-shift Workers

Effective the 1 April 2021, the following article shall replace existing article 40.01 a) in the collective agreement:

40.01 a) For non-shift workers, seven and one half (7.5) hours per day, exclusive of a 30 minute unpaid lunch period, and five days per week, normally Monday to Friday, between 8:00 am to 4:00 pm.

Employees who experience a reduction in hours under this Memorandum of Understanding shall receive a one-time payment of two thousand dollars (\$2,000.00) on their first pay immediately following 1 April 2021.

For greater clarity, this MOU applies to all non-shift workers within the bargaining unit.

Dated this 16th day of October 2020



Thomas Wheeler
Site Manager, Serco



John Eustace
Negotiator, PSAC