

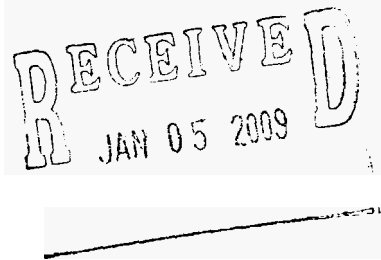
Collective Agreement

Between

**The Greater Toronto Airports Authority
(Hereinafter referred to as the "Employer")**

And

**The Pearson Airport Professional
Fire Fighters Association, Local L-4382, IAFF
(Hereinafter referred to as the "Union")**



13918(01

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Article 1

Purpose of the Collective Agreement

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

Article 2

Interpretation and Definitions

2.01 For the purpose of this agreement:

- Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine gender in any situations where they would so apply.
- "IAFF" means the International Association of Fire Fighters;
- "Association" means IAFF Local L-4382
- "Compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;
- "continuous employment" means period of uninterrupted employment with the authority, and in the case of transferred employees, with the Federal Government;
- "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position;
- "employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit;
- "Employer" means Greater Toronto Airport Authority;
- "holiday" means: the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;
- 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 it commenced where half (1/2) or more of the hours worked fall on that day; or
 - on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- "leave" means authorized absence from duty by an employee during his/her regular or

normal hours of work;

- “membership dues” means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union;
- “spouse” will, when required, be interpreted to include “common-law spouse” and “same sex partner”;
- a “common-law spouse” and “same sex Partner” relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- “straight-time rate” means the employee’s hourly rate of pay;
- “overtime” means authorized work in excess of the employee’s scheduled hours of work;
- “double time” means two (2) times the employee’s hourly rate of pay;
- “daily rate of pay” means an employee’s annual rate of pay divided by the number of working days in his annual work schedule;
- “weekly rate of pay” means an employee’s annual rate of pay divided by 52.176;
- for an employee who works 182 shifts per year, “day” means a shift, for an employee who works other than 182 shifts per year, a “day” means a day
- “shift” means the time worked while on duty, for an employee who works 182 shifts per year it shall be the average of the 10 and 14 hour work cycle (12 hours
- “Association Dues Deductions” shall mean the amount designated by the Association to be deducted by the Employer from each employee covered by this collective agreement. The Association may from time to time adjust the amount. The amount shall be submitted to the treasurer of the local Association on a timely basis but no later than the fifteenth (15th) of the month following the deduction
- “Fiscal Year” shall be from Jan 1st to Dec.31st

Article 3

Application

3.01 The provisions of this agreement apply to the IAFF, employees and the Employer.

Article 4

Management Rights

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

Article 5

Union Security

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

- 5.02 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives. The Employer shall not be required to recognize Local representatives who have not been reinstated by an arbitrator.
- 5.03 Such representative(s) shall have the right to be away from their work station to deal with union-related matters, provided the appropriate permission is first obtained. Such absences, however, should not interfere with the normal performance of their duties.
- 5.04 The Employer shall not be required to compensate union representatives on off duty hours unless required or requested by the Employer to be present at meetings between the parties.
- 5.06 Union officials shall have access to the Employer's facilities as required from time to time. Permission shall be obtained before entering the premises. Such permission shall not be unreasonably withheld.
- 5.06 The Employer shall allow for a secure designated space in the main Fire Station, for the Association to keep its files.
- 5.07 The Employer shall deduct Union dues each pay period in amounts prescribed in writing by the Union and transmit such amounts to the Union within a reasonable period of time. The amounts deducted shall be remitted to the Union by cheque within fifteen (15) days after deductions are made and shall be accompanied by particulars identifying each employee and the deduction made on the employee's behalf.
- 5.08 New employees shall commence paying Union dues in the month following their hiring.
- 5.09 The Employer shall schedule an introduction period of up to 15 minutes for a new employee and up to 30 minutes for a group of new employees to meet a local Association Representative for purposes of Association orientation, within thirty (30) days of hire

Article 6

Hours of Work

The Employer will operate the firehalls on a four (4) platoon system. The Employer recognizes the firefighter's preference to maintain the current shift schedule. The current shift will schedule include ten (10) and fourteen (14) hour shifts.

6:01 Shift Schedule (example: any month for one (1) platoon)

Schedule of Hours of Work -- 42 hours per week							
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Hours
10	10	10	10				40 hrs
			14	14	14	14	56 hrs
				10	10	10	30 hrs
14	14	14					42 hrs

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

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

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

6.04 The Employer shall post duty rosters in the firehalls 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 double time (x2) for the first shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's straight time rate of pay.

6.05 Clause 6.04 shall not apply to an employee when the employee is returned to the employee's regular platoon following a temporary assignment to a new platoon.

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

6:07(a) **TRAINING DIVISION**

The normal work week for the Training Division is Monday to Friday, from 0800 to 1600 hours (core hours) and any change thereto will be in accordance with current Training

scheduling practices. It is understood and agreed that the normal work week consists of 37.5hrs average.

6:07(b) FIRE PREVENTION DIVISION

The normal work week for the Fire Prevention Division is four (4) days per week from 0800 to 1800 hours (core) and any changes thereto will be in accordance with current Fire Prevention scheduling practices. It is understood and agreed that the normal work week consists of 37.5hrs average. The Chief Fire Prevention Officer will work either a four (4) or five (5) day week, as designated.

6.08 If a schedule change is required, consultation between the parties will be conducted as per the consultation process in Article 35.

6:09 The following schedule will apply to the Fire Prevention Division:

Schedule of Hours of Work – 37.5 hrs per week					
Week	Monday	Tuesday	Wednesday	Thursday	Friday
1	A	A/B	A/B	A/B	B
2	A	A/B	A/B	A/B	B
3	A	A/B	A/B	A/B	B
4	A	A/B	A/B	A/B	B
5	B	A/B	A/B	A/B	A
6	B	A/B	A/B	A/B	A
7	B	A/B	A/B	A/B	A
8	B	A/B	A/B	A/B	A

Article 7

Union Recognition ✱

The Employer recognizes the International Association of Fire Fighters L-4382 as the exclusive bargaining agent for all employees of Emergency Services, as defined by the Certificate of the Canada Labour Relations Board, save and except Fire Chief and Deputy Fire Chief.

Article 8

Clothing

8:01 (a) For the health and safety of employees and the public image of the Greater Toronto Airports Authority, uniforms and protective clothing will be provided on an individual basis to those employees who are required by the Employer to wear them on duty.

(b) “Dress Uniform”: the Employer shall provide each employee with a tailored dress uniform of appropriate rank and shall bear all appropriate rank, shoulder and sleeve insignia at time of issue.

(c) “Work Uniform”: the Employer shall supply each employee with a work dress uniform that meets or exceeds recognized safety standards. Work dress uniforms shall bear appropriate rank and shoulder insignia at time of issue.

8:02 The Employer shall provide an annual allowance of \$240.00 (\$20/month) to be used solely for cleaning and maintenance of issue clothing. This allowance will be paid on a monthly basis.

8:03 Following shall be the initial listing of clothing entitlement

DRESS UNIFORM	INITIAL ISSUE
Tunic	1
Pants	2
Shirt	2 (1 long/1 short)
Tie	2
Hat/Badge	
Belt/Buckle	1
Wallet/Badge	1
Name Tags	2
Suit Bag	

STATION/OUTERWEAR	INITIAL ISSUE
Pants (regular or cargo style)	4
Shirt	
T-Shirt	
Coveralls (good quality)	1
Belt	1
Summer Jacket	1
3 Season Jacket	1
Sweater	1
Ball Cap	1
Toque	1

Safety Shoes	\$75
Sun Glasses	\$100
PROTECTIVE GEAR	INITIAL ISSUE
Boots	1
Bunker Pants	1
Bunker Jacket	1
Helmet	1
Safety Goggles	1
Firefighter Mitts and Gloves	1
Work Gloves	1
Pocket Mask	1
Personal SCBA Face Mask	1
Face Mask Spectacle Kit (if required)	1
Balaclava	1
Bunker Gear Bags with ID number or names	1

Replacement Cycle

All Dress wear and Protective gear will be replaced on an as required basis. Station/Outerwear will be replaced by a point system.

Employees shall receive points each calendar year for the purpose of exchanging such points for Dress/Station/Outerwear as identified in the schedule below.

Yearly Point Allotment

Division	Position	Point Allotment
Fire Prevention	All Positions	140 points
Training	All Positions	140
Operations	Platoon Chief	140 points
	Captain	115 points
	Firefighter	115 points

Item	Point Allotment
Pants (Regular or Cargo Style)	11
Shirt	6
T-Shirt	2
Coveralls (good quality) Summer/Winter	46
Belt	3
Summer Jacket	11
3 Season Jacket	34
Sweater	10

Sweatshirt	10
Ball Cap	2
Toque	2
Item	Point Allotment
Sun glasses	20
Safety Shoes	15
Tunic	50
Dress Pants	15
Dress Shirts	8
Tie	1
Hat/Badge	8/3
Wallet/Badge	5/5
Name tag	2
Suit bag	2

Employees will be allowed to carry over unused points for a period of three (3) years. Orders for clothing made because damage has occurred while carrying out duties will be replaced without allotment points being deducted.

Each employee must order sufficient quantities of each item such that clothing worn is always in a state of good repair. If an employee's clothing is not in good repair the Fire Chief or his/her designate may issue new clothing and deduct the points from the employee's current or, if necessary, future allotment.

- 8.04 Employees must fill out request for clothing forms, for the next calendar year, no later than December 1st of the current year. Clothing will be issued no later than March 30th of each year.
- 8.05 All additional clothing and/or equipment deemed necessary by the Employer will be supplied by the employer and may be added to the points list.
- 8:06 Changes in classification or rank that warrant the issuing of clothing other than identified in this provision shall treat this new clothing as initial issue and the scale of issue shall remain as clarified in Article 8:03.
- 8:07 In the alternate and if requested by the employee, the above sun glasses allowance may be applied against the employee's purchase of prescription or regular sunglasses required in the course of their duties. A receipt verifying the purchase is required.
- 8:08 Bedding and related laundry services shall be provided by the employer.
- 8:09 **An** employee on staff for less than one (1) year shall have the safety shoe allowance prorated. This allowance will be paid in the first pay period in January for the coming year.

Article 9

Probation

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

Article 10

Use of Employer Facilities

- 10.01** Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices.
- 10.02** The Employer will also continue its present practice of making available to the Union specific locations on its premises for the purpose of conducting meetings with its members.
- 10.03** The Union shall provide the Employer a list of such Union representatives and shall advise promptly of any change made to the list.

Article 11

Information

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

Article 12

Absences Due to Strike or Lockout

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

Article 13

Job Posting/Staffing

13.01 The Employer shall post all permanent position vacancies which need to be filled and newly created positions in the bargaining unit. If a newly created bargaining unit position and/or a permanent position becomes vacant, it will be filled within ninety (90) days. In the event that additional time is required by the Employer, the Association will be so notified.

13.02 The postings shall be for a minimum of eight (8) consecutive calendar days and the posting shall indicate the closing date. A copy of the posting will be given to the Association one day prior to posting action.

13.03 The posting shall contain the following information:

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

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

It is understood and agreed that in order to be considered for a posting for a suppression fire officer position, an applicant must have completed a minimum of four (4) years service with the GTAA Emergency Services as a suppression firefighter or four (4) years experience as a suppression firefighter and the last two (2) years with the GTAA Emergency Services as a suppression firefighter

13.04 An employee who is on approved leave or attending a training course shall be considered for published GTAA Emergency Services vacancies for which he is qualified, if a properly completed application meeting all of the requirements of the posted vacancy is submitted on his behalf.

13.05 The candidates shall be advised in writing within two (2) weeks of the result of the competition and the name of the successful candidate shall be posted. When this is not practicable, the Association will be promptly informed.

13.06 In filling the job vacancy, the position shall be awarded based on skills, qualifications,

abilities and experience. Where two (2) or more candidates are equal, the senior applicant shall be appointed.

- 13.07 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason(s) will also be communicated in writing.
- 13.08 This agreement shall not preclude the Employer from staffing positions from outside the bargaining unit when there are no qualified candidates internally.
- 13.09 The Employer may establish eligibility lists for specific positions, by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 13.10 Clauses 13.01 to 13.09 will also apply to temporary assignments which are expected to exceed ninety (90) days.
- 13.11 All staffing actions by the Employer will be done in a fair and reasonable manner.
- 13.12 The job posting process described above does not apply to the firefighter level.
- 13.13 The job posting will be advertised among all employees of the GTAA. The Employer agrees that members of the bargaining unit will be given priority to positions before staffed by the outside applicants.

Article 13:14 Acting Assignments

Before any employee is placed into an operational acting position for any period of time, including a single shift, the following requirements shall be met:

- a) The employee shall have a minimum of 4 years employment as an operational firefighter, of which the last 2 years must be with the GTAA Emergency Services as an operational Firefighter.
- b) The Employer shall provide the GTAA Fire Officer Certification Training Course to all eligible employees that meet the requirements for an acting assignment.
- c) The parties agree to structure a joint Management/Labour Committee comprised of two (2) representatives from management and two (2) representatives from the Union to study and recommend a certification procedure for the GTAA ES.
- d) The course shall be administered by GTAA Emergency Services.
- e) Upon successful completion of the Fire Officer Course, (which will be offered once a year), the Employer shall establish a of employees who have demonstrated that they are fully

qualified to be eligible to perform the duties of a higher classification, including satisfactory attendance and satisfactory performance

- f) The list shall be updated annually commencing February 1st after the date of the signing of this agreement.
- g) Acting assignments shall be offered to employees on the eligibility list.
- h) The Employee has the right to refuse an acting assignment and in doing so will not forfeit their position from the eligibility list.
- i) Refusal of an acting assignment shall not affect the employee's future staffing or promotion opportunities.
- j) If ,a temporary assignment of an employee to a higher classified position is to be extended beyond ninety (90) days, the Association will be so notified

Article 14

Leave For Union Business

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

- (a) act as a witness or make representations before the Canada Labour Relations Board;
- (b) meet the Employer or the Union to discuss a grievance;
- (c) act as a witness or make representations before an arbitrator; or
- (d) attend negotiation meetings for a renewal collective agreement with the Employer as a member of the negotiating committee prior to the expiry date of the collective agreement.

Regular earnings shall be reduced by the sum of any conduct money paid to an employee under these provisions.

Article 15

Strike and Lockout

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

Article 16

Discrimination

- 16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or membership or activity in the Union.
- 16.02 Any level of the grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- 16.03 Grievances under this article will be handled as expeditiously and with as much confidentiality as possible by both the Union and the Employer.
- 16.04 Accordingly, the provisions of this agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

Article 17

Harassment

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

Article 18

Leave General

- 18.01 The Employer will provide each employee with a quarterly summary of unused sick and vacation leave credits.
- 18.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee.
- 18.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.
- 18.04 When an employee is transferred to another platoon, or reassigned duties, he shall retain, if desired, his leave selection for that fiscal year.

Article 19

Vacation Leave

19.01 Accumulation of Vacation Leave

An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:

- i) eleven (11) shifts per fiscal year if the employee has completed less than eight (8) years of continuous employment;
- ii) fourteen (14) shifts per fiscal year if the employee has completed eight (8) years or more but less than nineteen (19) years of continuous employment;
- iii) eighteen (18) shifts per fiscal year if the employee has completed nineteen (19) years or more but less than thirty (30) years of continuous employment;
- iv) twenty-one (21) shifts per fiscal year if the employee has completed thirty (30) years or more of continuous employment.

An employee whose work schedule is other than one hundred and eighty-two (182) shifts per year, shall receive vacation as follows;

- | | | |
|----|-------------------------|---------|
| a) | 0 to 8 years | 15 days |
| b) | after 8 complete years | 20 days |
| c) | after 19 complete years | 25 days |
| d) | after 30 complete years | 30 days |

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

19.03 Scheduling of Vacation Leave

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

- a) grant the employee's vacation leave during the fiscal year for which it is earned, if

- so requested by the employee not later than **December** 1st.
- b) grant the employee's calculated vacation allotment from the employee's anniversary date of service with the employer.
 - c) grant the employee's allotted vacation leave at the start of the fiscal year.
 - d) allow leave selection to be done on a seniority basis regardless of rank
 - e) comply with a request made by an employee before October 31, that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year.
 - f) grant the employee's vacation leave for at least fourteen (14) consecutive calendar days if so requested by the employee not later than **December** 1st.
 - g) grant the employee's vacation leave on any other basis requested by the employee if the employee makes the request not later than **December** 1st.
 - h) grant an employee vacation leave when specified by the employee if:
 - a. the period of vacation leave requested is less than a week; and
 - b. the employee gives the employer at least two (2) days advanced notice for each day of vacation leave requested.
 - i) endeavour to ensure that, at the request of the employee, vacation leave of two (2) weeks or more is started following a scheduled period of rest days.
 - j) **A** maximum of three (3) fire personnel per shift shall be granted leave at any one time. Subject to operational requirements, this number may be increased. The Employer will meet with the Association each November prior to the selection of annual leave (vacation) to explore whether the maximum number could be increased as a result of additional hiring.
 - k) A request for leave, in addition to leave under 19.03(a) shall be subject to operational requirements.
 - l) Subject to article 19.03 (a) and (j), if an employee is allowed to cancel his scheduled annual leave period thirty (30) days prior to its scheduled commencement, employees on the same crew shall be given the opportunity within one (1) week of cancellation, to request the exact leave period cancelled, provided the employee has sufficient, unused leave credits available. If there is more than one (1) employee who requests the same leave period, then a random drawing shall be conducted by the Platoon Chief. In order to be impartial, seniority will be waived in this circumstance due to the limitations set forth in

article 19.03 (a) and (j).

19.04 The employer may for good and sufficient reason grant vacation leave on shorter notice than that provided in clause 19.03

19.05 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

19.06 Where, in respect of any period of vacation leave, an employee:

is granted bereavement leave; or

is granted special leave with pay because of illness in the immediate family; or

is granted sick leave on production of an acceptable medical certificate, the period of vacation leave so displaced shall be added to the vacation period if requested by the employee and approved by the employer or reinstated for use at a later date. Should a certificate be in a language other than English, it has to be translated.

19.07 Carry-over Provisions

Where in any fiscal year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year. Carry-over will be limited to a maximum of one (1) year's entitlement.

19.08 Recall From Vacation Leave

Where, during any period of vacation leave, an employee, due to an emergency, is recalled to duty, the employee shall be reimbursed for all reasonable expenses that the employee incurs:

(a) in proceeding to the employee's place of duty; and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the employer.

19.09 The employee not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 19.08 to be reimbursed for reasonable expenses incurred by the employee.

19.10 Leave When Employment Terminates

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

19.11 Subject to clause 19.10, where an employee dies or otherwise terminates the employee's employment after a period of continuous employment of more than six (6) months:

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

19.12 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in clause 19.11 if he/she requests it within six (6) months following the date upon which his/her employment is terminated. When an employee is terminated for cause, no such payment will be made.

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

Article 20

Designated Paid Holidays

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) The day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday;
- (e) Canada Day;
- (f) Labour Day;
- (g) The day fixed by proclamation of the Governor in Council as a general day of Thanksgiving;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August;

- (l) all other days when proclaimed by an Act of Parliament as a national holiday.

20.02 Compensation for Designated Paid Holidays

- a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.
- b) Lieu days shall be calculated at 1 ½ days for each lieu day. In scheduling such lieu days, the employee shall be required to give two (2) days notice for every one (1) day of leave requested.
- c) Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one day.
- d) Cash payment for lieu days shall be made during the pay period requested by the employee at one and one-half (1 ½) times his daily rate of pay. At the end of each fiscal year, the employee shall be paid in cash for each unused lieu day.
- i) The employers shall grant a request for time off in lieu so long as at the time it was requested it would not result in any additional cost to the Employer. The employee shall give a minimum of two days notice for every day of lieu time to be utilized.

20:03 Compensation for Designated Paid Holidays – Training and Fire Prevention

When an employee works on a statutory holiday, he shall be paid:

- (a) time and one-half (1 ½) for all hours worked, in addition to the regular pay that the employee would have been granted had he not worked on the holiday.
- (b) The employee could select one of the following methods of lieu compensation only for the hours worked at time and one-half (1 ½):
 - (a) Cash payment;
 - (b) Compensatory leave; or
 - (c) Combination of cash payment and compensatory leave.
- (c) The employee shall make such selection known to the Employer.
- (d) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.

- (e) An employee who has elected the compensatory leave method shall have his lieu hours scheduled in the fiscal year in which they are credited to him and calculated at 1 ½ times for each hour worked. In scheduling such lieu hours the employee shall be required to give two (2) days notice for every one day of leave requested.
- (f) Lieu hours may be granted as an extension to vacation leave.

Cash payment for lieu hours shall be made during the pay period requested by the employee at one and one-half (1 ½) times his daily rate of pay. **At** the end of each fiscal year, the employee shall be paid in cash for each unused lieu day.

Article 21

Leaves

21.01 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides. A request for bereavement leave must indicate relationship with deceased. The employee may be required to provide appropriate documentation to support this request.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of up to four (4) days, inclusive of the date 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) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- (c) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved in circumstances under this clause, the employee shall be granted bereavement leave, with pay if applicable, and the compensatory or vacation leave credits shall be restored accordingly.
- (d) In special circumstances, and at the request of the employee, the Employer may, grant leave with, pay for a period greater than that provided for in this Article 21.01. The employee may be required to provide appropriate documentation in support of such circumstances.
- (e) Entitlement to bereavement leave and pay shall apply to these days which are not regularly scheduled days of rest for the employee.

21:02 Maternity, and Parental Leave without Pay

(A)-(i) An employee shall notify the Employer in writing, at least four (4) weeks in advance of the initial date of the intended period of leave under this Article 21:02, unless there is a valid reason why the notice could not be given.

- (ii) Leave granted to any two employees under this Article 21:02 shall not exceed the aggregate amount of fifty-two (52) weeks leave in respect of the same child.
 - (iii) An employee who becomes pregnant shall, upon request, be granted maternity and/or parental leave for a period beginning before, on or after the termination date of pregnancy provided that the combined leave(s) in total shall not exceed fifty-two (52) weeks of leave. Subject to the provisions of Article 21:02(a)(ii), an employee who has come into the care and custody of a newborn child and who has accepted custody of the child, or an employee who has come into the care and custody of a child through the completion of lawful adoption process, shall, upon request, be granted parental leave for a period commencing on or after the date of care and custody provided that the combined leave(s) shall not exceed fifty-two (52) weeks of leave.
 - (iv) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization during the period of leave defined in Article 21:02(iii), and the employee returns to work during all or any part of any periods which the newborn child is hospitalized as a result, the employee may subsequently resume the unused leave provided in Clause 21:02(a)(iii).
 - (v) Leave granted under this Article 21:02 shall be counted for the calculation of vacation leave credits, sick leave accrual, service for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.
 - (vi) When the employee returns to work from a period of leave under this Article 21:02, the Employer will return the employee to the same position which the employee held prior to the leave, provided the same position exists, but in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.
- (B) (i) At its discretion, the Employer may require an employee to submit a medical certificate from a duly qualified medical practitioner certifying the employee's pregnancy and the expected date of delivery.
- (ii) **An** employee who has completed six (6) months of continuous service, is entitled to be paid by the Employer a maternity leave and/or parental leave allowance as follows, provided the employee has qualified for Employment Insurance maternity and/or parental benefits:
- (a) Where the employee is subject to a waiting period before receiving Employment Insurance maternity and/or parental benefits, a maternity

and/or parental leave allowance of **ninety-three percent (93%)** of the employee's normal weekly rate of wages (excluding overtime) for each of the first two (2) weeks of such waiting period, less any other monies earned during this period and/or;

- (b) Up to a maximum of fifteen (15) week's payment equivalent to the difference between the Employment Insurance maternity and/or parental benefits the employee receives and **ninety-three percent (93%)** of his/her normal weekly rate of wages (excluding overtime), less any other monies earned during this period.
 - (c) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under this Article 21:02, the payments shall be adjusted accordingly.
- (iii) (a) The maternity leave allowance payable under this Article 21:02 is subject to the employee first agreeing in writing to return to work on the date of expiry of the leave for a period of six (6) months, including periods of approved leave. Should an employee fail to return to active employment or remain at work for the six (6) month period for reasons other than involuntary separation or medical disability the Employer may recover the full amount of the maternity leave allowance calculated on a pro-rata basis and such indebtedness may be recovered from wages otherwise payable to the employee or in any other lawful manner.
- (b) The commencement date of the six (6) month return to work agreement may be modified by mutual agreement.
- (iv) Upon providing the Employer with a written request at least four (**4**) weeks in advance of the scheduled termination date of the maternity/parental leave, an employee may elect to use earned vacation credits and compensatory leave credits beyond the date that his/her maternity/parental leave terminates. **An** employee may elect to use earned vacation credits and compensatory leave credits up to and beyond the occasion of the birth of the child or the date of custody of the child. An employee shall not be entitled to receive a maternity and/or parental leave allowance during any week that the employee has elected to use vacation credits or compensatory leave credits.
- (v) Upon written request of the employee, the Employer agrees to advise the employee of any job posting or training opportunities during the period of leave.

Article 21:03 - Child Care Leave without **Pay**

An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions;

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.
- (c) Leave granted under this clause for a period of more than six (6) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave.
- (d) Time spent on such leave shall **not** be counted for pay increment purposes.
- (e) During any period of leave under this Article 21:02, 21:04 and 21:05, the Employer shall continue to pay its applicable share of the costs(s) of pension, benefit and life insurance plans. Prior to an employee proceeding on leave, the employee will be responsible for making arrangements to reimburse the Employer for his/her share of the applicable premiums of the corresponding plans. Failure to make such arrangements could result in the employee's coverage lapsing during a part or all of the leave period. An employee will be given reasonable notice before coverage lapses. The Employer shall not be held liable for the employee's failure to pay, or the employee's failure to make timely payment of his or her applicable cost(s). An employee on approved leave under Article 21:05 shall be responsible for the payment of 100% of the Employer's share and the employee's share of premium costs after the first three (3) consecutive months of such leave during which the employee receives no salary.
- (f) Total leave(s) under this clause shall not exceed the aggregate amount of eighteen (18) months for the same child, with a family lifetime maximum of five (5) years.
- (g) **An** employee must return to work for a period of twelve (12) months at the conclusion of a child care leave and prior to the commencement of an additional child care leave.

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

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

- a) an employee shall notify the Employer in writing as far in advance as possible but not less

than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

- b) leave granted under this clause shall be for a minimum period of six (6) weeks;
- c) the total leave granted under this clause shall not exceed one (1) year;
- d) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;
- e) time spent on such leave shall not be counted for pay increment purposes.

21.05 Leave without Pay for Personal Needs

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

- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c) An employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the prior consent of the Employer;
- d) leave without pay granted under (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
- e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.
- f) **An** employee who is granted leave under this Article must take the full period of approved leave unless otherwise agreed in writing between the employer and the union.
- g) Leave without pay granted under this clause cannot be used to work for another employer without the knowledge and written permission of the Employer.
- h) During any leave under Article 21:05(a) the Employer may continue to pay its applicable

share of the cost of benefits and life insurance plans, excluding pensions and long term disability (LTD). Prior to an employee proceeding on leave, the employee shall make arrangements to reimburse the Employer for the employee's share of applicable premiums. Failure to make such arrangements could result in the employee's coverage lapsing during part or all of the leave. Benefit coverage shall not be retained during a leave under Article 21:05 (b).

21:06 Leave With Pay for Personal Needs/Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay for up to five (5) days in total in each calendar year to be used for the following purposes; except for newly hired employees who will have the five (5) days pro-rated to 1 ¼ days for every three (3) months of service. Newly hired employees can only take what is earned until probationary period has been completed. Once probation is completed the balance will be advanced;
- c) for the employee to attend, or to take a member of the employee's family, for medical, legal or dental appointments, or for appointments with school authorities or adoption agencies, or to provide for the care of a sick member of the employee's family or for any other personal needs of the employee, **including marriage leave.**

21:07 Court Leave

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

- a) to be available for jury selection or duty;
- b) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendances of witnesses before it, except where such attendance is on the employee's own behalf; provided that any conduct

monies or fees received by the employee for such attendance or duty shall be promptly turned over to the Employer along with evidence of the quantum and period of the payment made to the Employee.

21.08 Leave With or Without Pay for Other Reasons

Except for absences due to inclement weather, at its discretion, and under extreme circumstances The Employer may grant leave to an employee;

- (a) when circumstances not attributable in any way to the employee either:
 - (i) prevents his or her reporting for duty at the regular start time, or
 - (ii) prevents his or her working a complete shift.
- (b) for purposes other than those specified in this Agreement;

and although the Employer agrees that leave(s) of absence contemplated under this Article 21:11 shall not be unreasonably withheld, the employee shall bear the onus of proof contemplated by this Article 21:11 and the Employer shall have exclusive discretion in determining whether such leave(s) shall be with or without pay. It is agreed that the employer's decision to grant a leave with pay under this Article 21:11 shall not be construed as binding or used as a precedent respecting one (1) or more other requests from the employee or other employee(s).

Article 22

Sick Leave

- 22.01** An employee shall earn sick leave credits at the rate of **eleven-twelfths (11/12)** shift for each calendar month for which the employee receives pay for at least seven (7) shifts.
- 22.02** A medical certificate shall be supplied by the employee in every case where absence occasioned by illness or injury extends beyond **three (3)** consecutive shifts.
- 22.03** When a medical certificate is required by the Employer in circumstances other than 22.02, the certificate will be paid by the Employer.
- 22.04** When an employee has insufficient or no credits to cover the granting of such leave with pay under the provisions of article 22.01, sick leave with pay may, at the discretion of the Employer, be granted to an employee, subject to the deduction of such advance leave from any sick leave credits subsequently earned, provided that any advance shall be limited to a maximum of eleven (11) shifts.
- 22.05** Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Article 24

Severance Pay

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

- (a) Two (2) weeks pay for the first complete year of continuous service subsequent to December 2, 1996 and one (1) week for additional years of service. Payment for partial years shall be pro-rated.

Severance pay will be paid in the following circumstances:

- (1) Retirement;
- (2) Death;
- (3) Release by the Employer for any reason except discharge for just cause and in cases of criminal actions. Except in the case of criminal conduct, an arbitrator may determine whether an employee, having (5) or more years of continuous service, discharged for just cause, shall be entitled to severance pay based on the equities of the case..

24.02 On resignation the employee shall be entitled to, with ten (10) or more years of continuous employment subsequent to December 2, 1996, one-half (1/2) week's pay for each completed year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks pay. Payment for partial years shall be pro-rated.

24.03 **Under no circumstances shall an employee be entitled to severance pay based on service prior to Dec 2, 1996.**

Article 25

Pay Administration

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

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

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

25.04 Article 25.03 does not apply to an employee who obtains a position through the posting procedure which is rated lower than his or her current position. Such an employee shall receive the lesser of the maximum rate for the new position and his or her current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds his or her current rate in accordance with article 25.05.

25:05 (a) **An** employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments, **if any**, until s/he reaches the maximum rate for the position. The pay increment period, **if any**, is the period identified in **Article 47**.

(b) A pay increment shall be the rate in the range applicable to the position that is next higher to the rate **in the position** at which the employee is being paid.

(c) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.

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

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

25.08 in the event of termination of employment for reasons other than death, the Employer

shall recover any unearned vacation **pay** taken by the employee.

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

Article 26

Reporting Pay

- 26.01 When an employee is required to report and reports to work on a day of rest the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- 26.02 When an employee is required to report and reports to work after the employee has completed the employee's work for the day and has left the place of work the employee is entitled to a minimum of three (3) hours' pay at the applicable overtime rate.
- 26.03 When an employee reports for work under the conditions described in this article, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- (a) from his place of last residence on file, one way only mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her/his automobile when the employee travels by means of her/his own automobile; **or**
 - (b) out-of-pocket expenses for other means of commercial transportation. Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by an employee reporting to work or returning to the employee's residence shall not constitute time worked.

Article 27

Injury on Duty Leave and Disability

27.01 An employee shall be entitled to injury- on- duty leave with pay for such reasonable period when a claim has been made pursuant to the Workplace Safety and Insurance Act, and a Workers Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of his or her duties, or
- (b) an industrial illness or disease arising out of and in the course of the employee's employment if the employee agrees to remit to the Employer any amount received by him or her in compensation for loss of pay resulting 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. The Employer reserves the right to opt for alternative workers compensation protection as contemplated by section 239.1 of Division XX111.1 of part 111 of the Canada Labour Code in case the provisions of this clause shall be applied in context. The Employer will consult with the Union prior to implementing such a plan. Any plan will be no less than is provided for under provincial legislation.

27.02 The Employer will pay the difference between Workplace Safety Insurance Board approved benefit and the employee's regular salary.

27.03 The Employer and the Union acknowledge the legal duty to accommodate an employee victim of a work related illness or accident and the Union agrees to cooperate in such situations. Moreover, the Employer may accelerate an employee's return to work through light or modified duties, subject to approval by the employee's treating physician. The Employer reserves the right to obtain a second medical opinion at the Employer's cost.

Article 28

Wages

Salary Table

Salary based on Jun 30, 2002 1st Class Firefighter at \$62169

Date		1-Jul-02	1-Jul-03	1-Jul-03	1-Jul-04	1-Jul-04
Yearly Increase		3.50%		3.50%		4.00%
Suppression						
Recruit	70	45,041		46,618		48,483
1-6 months						
3rd class	80	51,476		53,278		55,409
6-12 months						
2nd class	90	57,910		59,937		62,335
after 1 year						
1st class	100	64,345		66,597		69,261
after 2 years						
Captain						
	109	70,136	112	74,589	115	79,650
Platoon Chief						
	119	76,570	122	81,248	125	86,576
Prevention						
Chief FPO	119	76,570	122	81,248	125	86,576
FPO	109	70,136	112	74,589	115	79,650
Training						
Chief Training Off.	119	76,570	122	81,248	125	86,576
Training Off.	109	70,136	112	74,589	115	79,650
Training Tech	100	64,345		66,597		69,261

te: The 5% technological change related to structural fire fighting is built into the above rates.

Accordingly, the technological change clause is to be deleted from the collective agreement.

te: Retroactivity shall apply only to all hours worked, including overtime, and shall be payable to all employees employed on the date of this award and to those employees who retired during the term of the collective agreement or otherwise ceased working for the Employer, prorated to the date of retirement or cessation of employment.

Article 29

Parking

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

Article 30

Seniority

30.01 For employees who transferred on December 2, 1996, seniority shall mean continuous service in the bargaining unit with the present Employer and include continuous service with the Federal Government prior to December 2, 1996.

30.02 For all other employees entering the Bargaining Unit after December 2, 1996, seniority will commence on the date of hiring in the Bargaining Unit.

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

30.03 Seniority will apply within each classification in the following:

- (a) adjustments in the workforce;
- (b) selection of vacation leave;
- (c) platoon transfers will be done according to the following steps:

Step #1: a notice posted requesting qualified volunteers for transfers;

Step #2: Management to canvass for potential candidates to transfer platoons;

Step #3: Where Steps #1 and #2 fail to meet the requirements, then the transfer will be assigned to the employee with the least seniority having regard to skills, qualifications, ability and experience, which will be considered in Steps #2 and #3.

30:04 Where more than one (1) employee has the same start date, a random draw shall be used to determine seniority. The draw shall be conducted by equal representation of Management and the Association.

Article 31

Assignment of Overtime Work

31:01 Overtime Scheduling

- (a) In order to meet the CAR's requirement Category 9 for Airport Operations, the following procedure will apply. Should the category change, the parties agree to consult in order to make any necessary changes to the assignment of overtime work. Unless otherwise determined by the Employer the normal complement of firefighters at the airport will be:

1 Platoon Chief
2 Captains
10 Firefighters

- (b) In the event that a shift manning is without a Platoon Chief or Captain on duty, a fire fighter on shift eligible to act as a Captain will be assigned and a Platoon Chief will be offered overtime. In the event that Platoon Chief is not available, an eligible Acting Platoon Chief will be called and assigned until staffing reaches the complement as outlined in 31:01(a).
- (c) In the event that overtime is required, when the complement is below that as outlined in 31:01 (a), the rank creating the overtime with unscheduled leave shall be replaced. For a firefighter, the firefighter overtime list shall be used. When overtime is required for a fire officer, the fire officer overtime list shall be used.
- (d) New employees added to the respective overtime list will be allocated the highest converted hours.

31:02 Overtime Eligibility

- (a) All eligible employees will be offered overtime work provided they are:
- i) fully operational within their division and have completed their probationary period;
 - ii) not on leave with or without pay as specified in the Collective Agreement until they have returned to work for one (1) shift;
 - iii) not restricted from full duty;
 - iv) not scheduled for an authorized shift exchange;
 - v) not scheduled for preauthorized training or association business;
 - vi) have not worked three consecutive shifts;
 - vii) not on uncertified sick leave during the current bank of shifts.

31.03 Overtime Allocation

- (a) The Platoon Chief or Acting Platoon Chief on duty will be responsible to ensure that overtime offers are allocated on an equitable basis.
- (b) The overtime shift shall be offered to the lowest person of the appropriate overtime list and so on down the list proceeding from the lowest to the highest until someone accepts the overtime shifts.
- (c) Should all eligible members of the firefighters list refuse the overtime shift, the overtime shift will then be offered from the lowest to the highest member of the fire officer list.
- (d) Should all eligible employees refuse the overtime shift, the fire officer will then revert back to the appropriate list and order the lowest to the highest employee until the overtime shift has been filled.
- (e) The expanded hours, double time (2X) or at time and one-half, as the case may be, will be added to all employees who:
 - (i) accept the overtime;
 - (ii) refuse the overtime.
- (f) The master list determines all hours and rotation of personnel.
- (g) The master list will be kept in the Platoon Chiefs office. Only the Platoon Chief or the acting Platoon Chief will record all overtime in expanded hours. All hours in excess of regularly scheduled hours shall be added to the respective employee's totals at the applicable expanded rate. This includes acting assignments, paid work on committees, special projects and other duties as assigned by the Employer. It shall be the responsibility of Emergency Services' Senior Management to forward all hours worked by employees that perform such extra duties to the Platoon Chief for the purpose of adding such hours to the employees overtime hours.
- (h) Scheduled leave is defined as any leave booked in advance such as annual leave, seminars, workshops, courses, etc. Unscheduled leave is leave not booked in advance such as sick leave, family related leave, etc.
- (i) Those employees eligible to perform acting assignments shall have a notation placed by their names on the master list. If no eligible officers are available, these people will be called from lowest to highest and shall be offered overtime.
- (j) Whenever overtime requires that the call back list be used, the Platoon Chief will contact employees eligible.

- (k) In order to allow call-backs to be made during the times stated previously, it is important that any employee booking off duty for any reason, do so as early as possible, at least two (2) hours prior to the start of the shift when possible.
- (I) **An** offer of overtime will be deemed to have been made if there is no answer to a telephone call, a busy signal, or a telephone answered by an answering machine and the officer will then proceed to telephone other employees. Overtime hours will not be attributed to an employee unless a Fire Officer speaks to the employee or the employee has indicated that he does not wish to be considered for overtime.
- (m) In emergency situations (incidents/accidents), the Platoon Chief may exercise the right to call any firefighters with the shortest response time, regardless of hours. When an employee is required to work overtime during an emergency situation and the other parent is not available to care for the dependant(s) and is required to use a paid care giver, the employee shall be reimbursed for reasonable out of pocket expenses. When required by the Employer the employee will substantiate out of pocket expenses.

31.04 Overtime Remuneration

- (a) Except as provided in article 31.04 (b) and (d) and subject to article 31.04, an employee is entitled to one and one-half (1 ½) compensation for each hour of overtime worked by the employee.
- (b) Overtime shall be compensated in cash, except where upon the request of an employee, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the overtime rate. Payments of such leave shall be at the employee's straight-time rate of pay in effect at the time the overtime benefits were earned.
- (c) The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

Award states that the following should replace 31.03(c), it should replace the above 31.04(c)
The employer shall grant compensatory leave when requested by the employee, so long as it does not result in any additional cost to the Employer and the employee gives two days notice for every day of leave requested

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

- (e) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- (f) Every employee who has been advised in writing, or by telephone, or otherwise, in emergency situations, as the case may be, by Emergency Services management that they have been designated “on call” for work on a specific day and shift period as designated in such notice shall be paid an “on call allowance” of four (4) hours pay at the employee’s straight time regular hourly wage rate. In the event the employee is called into work he/she shall be paid in accordance to the applicable overtime rate but they shall not be paid the “on call allowance” set forth.
- (g) **An** employee who has not received at least twelve (12) hours advance notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee’s scheduled hours of work shall be paid a meal allowance in the amount of ten dollars (\$10.00). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of ten dollars (\$10.00) shall be provided. Only two (2) meals shall be provided in one (1) overtime shift, except when an overtime period in excess of three (3) hours immediately precedes an employee’s scheduled hours of work, a meal allowance in the amount of ten dollars (\$10.00) shall be paid.

31:05 Employees who work 37.5 hours per week, and are required to work overtime on their days off, will be remunerated at one and one-half times (1 ½ x) their regular rate for each hours of overtime worked.

31:06 The Employer will endeavour to make cash payments in the next pay period.

Article 32

Registration Fees

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

Article 33

Employee Performance Review and Employee Files

- 33.01** Should a written review be made of an employee's performance, the content of such review shall be discussed with the employee and a copy of the review document shall be given to the employee.
- 33.02** Should the employee be required to sign the review document, such signature shall not signify that the employee agrees with its content but simply that the employee has read and understands the content.
- 33.03** An employee who has been the subject of a written performance review shall be entitled to comment, in writing, such review. The employee's comments shall be placed in his/her personal file.
- 33.04** Upon written request, an employee may review his/her personal file in the presence of an authorized representative of the Employer.
- 33.05** The Performance Evaluation Program is not, in the normal course, intended to be used for meting out progressive discipline. In cases where an employee has a disciplinary record on file, a performance evaluation may not be necessary as the disciplinary letter and procedure would have already recorded the areas of concern, Management's expectations and consequences if the expectations are not met.
- 33.06** There may be situations where the employee has been made aware of performance-related issues through a performance evaluation, which, if not rectified, may have to be addressed through the progressive discipline process.

Article 34

Health and Safety

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

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

34.02 The Employer and the Union agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safety rules in consultation with the Health and Safety Committee.

34.03 A Joint Health and Safety Committee shall be formed and will operate in accordance with Part II, Section 135 of the Canada Labour Code.

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

34.04 When an employee becomes aware of working conditions or a situation which may be hazardous to his/her health and safety or to the health and safety of other employees, he/she shall inform a member of the Health and Safety Committee or the Employer who shall investigate the matter and take appropriate measures if indicated. Where the situation warrants a report, a copy of the report including details of the measures taken to rectify the situation shall be sent immediately to the Local of the Union.

34.05 The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an employee as a result of:

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

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

34.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for First Aid training will be granted time off with pay to

attend First Aid courses. Current certificates covering First Aid, CPR, Defibrillation, and Oxygen Therapy will be provided.

34.07 When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union and in a manner consistent with the collective agreement.

Article 35

Joint Consultation

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

Article 36

Discipline

- 36.01** No employee will be disciplined or discharged without just and sufficient cause. When an employee is suspended from duty or discharge, 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 the discipline or discharge is imposed.
- 36.02** The Employer shall notify the local representative of the Union that such suspension or discharge has occurred.
- 36.03** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning his or her discipline or discharge, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 36.04** The Employer shall supply employees with a copy of any document which is placed in their personnel file and which may eventually be used for disciplinary purposes. Should the Employer fail to do so, the document shall not be introduced as evidence in a hearing.
- 36.05** Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall not be **introduced as evidence in any proceedings** after **one (1) year has elapsed from the date of disciplinary action was taken, unless there has been a repeat of the same conduct.**

Article 37

Grievance Procedure

37.01 The parties agree that before formal grievances are processed, employees should discuss their problems informally with their supervisors. Employees have the right to have a Union representative present at this meeting if they so choose.

37.02 Step one: Within twenty-five (25) days of the Employee or the Union becoming aware of the matter giving rise to the grievance, the Union may submit a written grievance to the Employer's representative, including the details of the grievance, the article(s) of the agreement considered to have been violated and the redress sought.

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

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

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

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

Should the parties be unable to agree on the appointment of a single arbitrator within ten days after the referral, either party may request the Minister of Human Resources Development Canada to appoint an arbitrator.

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

37.05 The decision of the arbitrator shall be final and binding on both parties.

37.06 The Employer and the Union shall equally share the cost of the arbitrator. Employee(s) and Union representative(s) who are required to attend shall be given leave with regular pay to attend arbitration hearings.

- 37.07 The arbitrator shall not change, modify or alter any of the terms of the collective agreement.
- 37.08 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be included. If the time limits set out are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 37.09 A grievance initiated by the Union or involving termination of employment, job posting, safety or health, or sexual harassment may be filed directly at Step two if the Union so decides.
- 37.10 The Employer shall inform the Union of the name and title of its representatives for each Step of the grievance procedure.

Article 38

Technological Change

- 38.01** The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 38.02** Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.
- 38.03** The notice referred to in clause 38.02 shall be in writing and shall state:
- (a) the nature of the technological change;
 - (b) the date on which the Employer proposes to effect the technological change;
 - (c) the approximate number and position of employees likely to be affected by the technological change; **and**
 - (d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.
- 38.04** Once the Employer has given the Union the notice described in clause 38.02, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:
- (a) a detailed description of the nature of the proposed technological change;
 - (b) the name(s) of the employee(s) who will initially be likely to be affected by the proposed technological change; **and**
 - (c) the rationale for the change.
- 38.05** During the notice period described in clause 38.02, the parties shall undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.
- 38.06** Where an employee's position will be affected by a technological change prescribed in the notice referred to in clause 38.02, the employee will be provided reasonable training in the position as changed. Such training will be provided, where available, during regular working hours at no cost to the employee.

Article 39

Benefits

- 39.01 Permanent employees will be eligible for coverage after sixty (60) days of continuous employment except that employees will be covered for life insurance and accidental death and dismemberment plan from the date of hire..
- 39.02 The Employer shall continue to pay its applicable share of the premium cost of the benefits and life insurance plans, in accordance with the provisions of the plan(s), which shall provide no less than the coverage provided in London Life Contract #G-72338 on December 2, 1996, including;
- a) Extended health care plan;
 - b) Dental plan;
 - c) Long term disability;
 - d) Emergency travel assistance;
 - e) Accidental death and dismemberment plan; and
 - f) Effective on ratification, the employer agrees to pay the full premium of the current for Basic Life Insurance coverage.
- 39.03 Each employee will receive a copy of the Group Benefits Plan Booklet.
- 39.04 The employer shall provide legal council where appropriate, and will ensure that employees are not held responsible for legitimate actions taken during the course of their duties.

The following changes to benefits are to be implemented effective as soon as practicable following the issuance of this award.

Extended Health Care Coverage

Vision care coverage will be increased to \$300.00 every two (2) years, and PSA test will be additionally included in the coverage.

Dental Coverage

Dental plan coverage will be increased to a maximum of \$1,350 per calendar year, based on the current ODA schedule.

The employer agrees to pay the full premium of the current Basic Life Insurance coverage.

Article 40

Job Security

- 40.01 (a) Subject to the willingness and capacity of individual employees to accept redeployment and retraining, the Employer will endeavor to ensure that any reduction in the workforce will be accomplished through attrition during the life of this agreement
- (b) The Employer will notify the Union at least **ninety** (90) days in advance of any known **negative** change(s) in staffing levels.
- (c) The Employer and the Union agree that within fifteen (15) days of notice under article 40.01 (b) being given, the parties will begin discussions to ensure that any adverse effects related to changes in article 40.01 (b) are eliminated as much as possible.
- (d) Should the Union not be satisfied with the outcome of such discussions, it may refer the matter to arbitration.
- (e) Part-time employees are not to be utilized.

The Employer agrees not to contract out work involving the core competency elements of firefighting duties if the contracting out of such work would result in the layoff of firefighters who traditionally perform such work, provided that the Employer reserves the right to contract out work that has been performed by contractors in the past, or that has been shared by contractors and bargaining unit employees in the past, including maintenance of equipment, training, planning and design.

Article 41

Agreement Re-opener

41.01 This agreement may be amended by mutual consent.

Article 42

Long Service Pay

42:01 Beginning January 1 of each year, employees are entitled to be paid, in a lump sum, an amount related to the employee's period of continuous employment. The 1st Class Fire Fighter Basic Salary shall be used to determine the Long Service Pay.

ANNUAL AMOUNT:	5-9 years	.50%
	10-14 years	0.75%
	15-19 years	1.00%
	20-24 years	1.25%
	25-29 years	1.50%
	30+ years	1.75%

Article 43

Pension

43:01 The Employer shall continue to pay its applicable share of the cost of the pension plan, in accordance with the provisions of the plan.

43:02 It is understood that;

- a) employees transferring to the Greater Toronto Airports Authority on December 2, 1996 shall continue to participate in the Superannuation Plan;
- b) employees recruited after December 2, 1996 shall participate in the defined contribution plan;

Article 44

Association Education

- 44:01** The Employer agrees that each year, the Association will have twelve (12) days, in the aggregate, of employees' paid leave for members of the bargaining unit, designated by the Association, to attend Association education functions.
- 44:02** The paid education leave will be for the purpose of upgrading the skills of employees in all aspects of Association functions.
- 44:03** The Employer agrees that members of the bargaining unit who are selected by the Association to attend Association Education courses will be granted the requested leave, provided that such leave shall not disrupt essential operations.
- 44:04** The Union will provide at least one (1) week's written notice of pending functions along with the name(s) of member(s) attending

Article 45

Duration ✖

The term of the collective agreement shall commence on July 1, 2002 and shall expire on June 30, 2005

ARTICLE 46

Seniority List

Employee

Seniority

ned at, Toronto this _____ day of _____, 1998.

For The Employer

For The Union

L. DalBello

2006 ES Seniority List

Ireland, E.J.	19/06/67	Johnston, G.	02/09/97	Klauke, T.	01/11/04
Dal Bello, L.	13/08/73	LaCapruccia, M.	02/09/97	Fiss, D.	10/01/05
Maher, M.W.	27/12/73	Mastroianni, R.	02/09/97	Lavery, B	13/06/05
Parker, P.H.	12/03/74	Melo, P.	02/09/97	Kapitan, K	17/10/05
Barrett, L.G.	06/05/74	Spratt, D.	02/09/97	Lenders, R	24/10/05
Cropper, P.C.	21/01/75	Aitken, T.	02/09/97		
Girard, D.G.	03/02/75	Campbell, T.	02/09/97		
Chamberlain, R.J.	14/06/76	Crosby, D.	10/11/97		
Stevenson, K.J.	15/11/76	Hollett, D.	10/11/97		
Harston, P.	23/10/78	Dufresne, R.	17/11/97		
Oles, P.M.	16/07/79	Hoover, P.	21/11/97		
McWatters, R.G.	16/11/81	Brophy, T.	16/08/99		
Quinn, T.	12/07/82	Cameron, D.	16/08/99		
Bower, R.	03/08/82	Phelps, M.	25/10/99		
Johnson, D.	08/08/83	Dupuis, L.	21/02/00		
McMurray, R.K.	24/11/84	Chartrand, J.	21/02/00		
Stevenson, R.	03/12/84	Higgs, R.	28/02/00		
Demyanenko, A.	30/11/87	Lafond, F.	04/01/00		
Marsh, N.R.	30/11/87	Patterson, D.	24/07/00		
Aquilina, C.P.	15/05/90	Buttrum, S.	25/07/00		
Losier, M.	15/07/90	Davis, R.	25/09/00		
Jobe, L.B.	19/11/90	Lavery, J.	25/09/00		
Winslade, D.	26/11/90	Deratnay, C	25/09/00		
Donnelly, S.J.	26/06/91	Morson, S.	25/09/00		
Morris, P.G.M.	01/10/91	Hatfield, B.	25/09/00		
Hill, G.	22/10/91	Smyth, S.	16/10/00		
Bongelli, M.	20/06/94	Miller, R.	23/10/00		
Terrelonge, D	02/07/97	Ross, B.	20/11/00		
Loconte, G.	02/07/97	Lisecky, T.	13/08/01		
Armstrong, A.	02/09/97	Trinh, K.	21/07/03		
Barbetta, S.	02/09/97	Beaudoin, D.	11/08/03		
Couroux, M.	02/09/97	Grimoldby, K.	27/10/03		
Oram, S.	02/09/97	Grant, S.	25/05/04		
Vagenas, G.	02/09/97	McMeeking, R.	25/05/04		
Ferraioli, M.	02/09/97	Pallero, J.	25/05/04		
McGee, A	02/09/97	Calder, S.	31/05/04		
Sanders, L.	02/09/97	Bertram, R.	01/11/04		
Blackburn, J.	02/09/97	Bott, P.	01/11/04		

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