



COLLECTIVE AGREEMENT

BETWEEN:

GREATER TORONTO AIRPORTS AUTHORITY

AND

THE PEARSON AIRPORT PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF L-4382



EFFECTIVE JULY 1, 2011 THROUGH DECEMBER 31, 2014
"Partners in Protecting Toronto Pearson"

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ARTICLE 1 - PURPOSE OF COLLECTIVE AGREEMENT

1:01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Association, and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining. The parties will be more progressive and proactive and agree to a collaborative and cooperative approach emphasizing problem solving based on interests. The purpose is to promote a productive, innovative and fair workplace.

ARTICLE 2 - INTERPRETATIONS AND DEFINITIONS

2.01 For the purpose of this agreement:

- a) 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.
- b) "IAFF" means the International Association of Firefighters;
- c) "Association" means IAFF Local L-4382;
- d) "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;
- e) "Continuous employment" means period of uninterrupted employment with the authority, and in the case of transferred employees, with the Federal Government;
- f) "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;
- g) "Employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit;
- h) "Employer" means Greater Toronto Airports Authority;
- i) "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:
 - a. on the day it commenced where half (1/2) or more of the hours worked fall on that day; or
 - b. on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- j) "Leave" means authorized absence from duty by an employee during his/her regular or normal hours of work;

- k) "Membership dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association;
- l) "Spouse" will, when required, be interpreted to include "common-law spouse" and "same sex partner";
- m) 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,
- n) "Straight-time rate" means the employee's hourly rate of pay;
- o) "Overtime" means authorized work in excess of the employee's scheduled hours of work;
- p) "Double time" means two (2) times the employee's hourly rate of pay;
- q) "Daily rate of pay" means an employee's annual rate of pay divided by the number of working days in his/her annual work schedule;
- r) "Weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
- s) 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;
- t) "Shift" means the time worked while on duty, however; for an employee who works 182 shifts per year it shall be the average of the 10 and 14 hour work cycle (12 hours);
- u) "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
- v) "Fiscal Year" shall be from January 1st to December 31st.

ARTICLE 3 - APPLICATION

3:01 The provisions of this agreement apply to the Pearson Airport Professional Fire Fighters Association, IAFF Local 4382, 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 the 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 - ASSOCIATION RECOGNITION

5:01 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 6 - ASSOCIATION SECURITY

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

6.02 The Employer acknowledges the right of the Association 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.

6.03 Such representative(s) shall have the right to be away from their work station to deal with Association-related matters, provided the appropriate permission is first obtained. Such absences, however, should not interfere with the normal performance of their duties.

6.04 The Employer shall not be required to compensate Association representatives on off duty hours unless required or requested by the Employer to be present at meetings between the parties.

6.05 Association 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.

6.06 The Employer shall allow for a secure designated space in the main Fire Station, for the Association to keep its files.

6.07 The Employer shall deduct Association dues each pay period in amounts prescribed in writing by the Association and transmit such amounts to the Association within a reasonable period of time. The amounts deducted shall be remitted to the Association 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.

6.08 New employees shall commence paying Association dues in the month following their hiring.

6.09 The Employer shall schedule an introduction period of up to 30 minutes for a new employee and up to 60 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 7 - HEALTH AND SAFETY

7.01 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 Association, in cooperation with the Employer, will encourage employees to work in a safe

manner and will promote a safe and healthy work environment.

- 7.02 The Employer and the Association 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.
- 7.03 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 Association representatives appointed by the Association.

- 7.04 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 Association.
- 7.05 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.

- 7.06 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 required First Aid courses. Current certificates covering First Aid, CPR, Defibrillation, and Oxygen Therapy will be provided.
- 7.07 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 Association and in a manner consistent with the collective agreement.

ARTICLE 8 - USE OF EMPLOYER'S FACILITIES

- 8:01 Reasonable space on bulletin boards in convenient locations will be made available to the Association for the posting of official Association notices.
- 8:02 The Employer will also continue its present practice of making available to the Association specific locations on its premises for the purpose of conducting meetings with its members.

8:03 The Association shall provide the Employer with a list of such Association representatives and shall advise promptly of any change made to the list.

ARTICLE 9 - INFORMATION

9:01 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 10 - JOINT CONSULTATION

10:01 The Association and the Employer agree that meaningful consultation between the parties is essential to creating and maintaining a harmonious and productive work place.

10:02 To this end, there shall be a Association/Management Consultation Committee composed of an equal number of Association and Employer representatives.

10:03 Such Committee shall meet at the request of either party to discuss any matter which is of interest to employees, the Association, or the Employer.

10:04 This forum shall not be used to discuss grievances or to amend the collective agreement.

ARTICLE 11 - ASSOCIATION EDUCATION

11.01 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.

11.02 The paid education leave will be for the purpose of upgrading the skills of employees in all aspects of Association functions.

11.03 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.

11.04 The Association will provide at least one (1) week's written notice of pending functions along with the name(s) of member(s) attending.

ARTICLE 12 - STRIKE AND LOCKOUT

12:01 There shall be no strike or lockout during the life of this agreement.

ARTICLE 13 - ABSENCES DUE TO STRIKE OR LOCKOUT

13:01 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, provided that the employee demonstrates to Management the reasons for the absence or lateness.

ARTICLE 14 - NO DISCRIMINATION

14:01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or

membership or activity in the Association.

14:02 Any level of the grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.

14:03 Grievances under this Article will be handled as expeditiously and with as much confidentiality as possible by both the Association and the Employer.

14:04 Accordingly, the provisions of this agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

ARTICLE 15 - HARASSMENT

15:01 The Employer, the employees and the Association 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 16 – HOURS OF WORK

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

16.01 Shift Schedule

(Example: any month for one (1) platoon)

Schedule of Hours of Work – 42 hours per week							
MON	TUE	WED	THU	FRI	SAT	SUN	Total Hours
10	10	10	10				40 hrs
			14	14	14	14	56 hrs
				10	10	10	30 hrs
14	14	14					42 hrs

The twenty-four (24) hour shift schedule trial will be extended through the duration of this agreement as per the original arbitration award and memorandum of understanding found in Appendix A.

16.02 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.

16.03 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.

16.04 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.

16.05 Clause 16.04 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.

16.06 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.

16.07(a) Training Division - The normal work week for the Training Division is Monday to Friday, from 0800 to 1600 (core hours) and any change thereto will be in accordance with current Training scheduling practices. It is agreed and understood that the normal work week consists of 37.5hrs average. Changes to the normal work week that affect more than ten (10) consecutive work days require a minimum notification of thirty (30) days. The Chief Training Officer will work either a four (4) or five (5) day week, as designated by the Employer.

16.07(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) or Monday to Friday 0800 to 1600 hours as selected by the employee 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 by the Employer.

16:08 If a schedule change is required, consultation between the parties will be conducted as per the consultation process in Article 10.

16:09 The following schedule will apply to the Fire Prevention Division:

Schedule of Hours of Work – 37.5 hrs/week					
Week	MON	TUE	WED	THU	FRI
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 17 - ASSIGNMENT OF OVERTIME WORK

17.01 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 17:01(a).
- (c) In the event that overtime is required, when the complement is below that as outlined in 17:01(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.

17:02 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.

17.03 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 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 Chief's 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.
- (l) 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.

17.04 Overtime Remuneration

- (a) Except as provided in article 17.04 (b) and (d) and subject to article 17.04, an employee is entitled to one and one-half compensation (1 ½) 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 when requested by the employee, so long as the total number of employees on scheduled leave does not exceed five (5), including the employee requesting the compensatory leave and the employee gives two (2) days notice for every day of leave requested.
- (d) An employee shall be paid one and a half (1 ½) times compensation for all weekly overtime hours less than or equal to the length of their regular scheduled work day. An employee shall be paid double time compensation for all weekly overtime hours greater than the length of the regular scheduled work day. For the purpose of calculating overtime, the work week is Monday to Sunday. An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- (e) 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.
- (f) 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.

17:05 The Employer will endeavour to make cash payments in the next pay period.

ARTICLE 18 - REPORTING PAY

- 18.01 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.
- 18.02 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.
- 18.03 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 19 - PROBATION

- 19:01 All newly hired employees shall be considered probationary employees.
- 19:02 All employees shall complete a twelve (12) month probationary period.
- 19:03 A probationary employee shall have at least one (1) performance evaluation completed at approximately the midpoint of the probationary period or sooner, if warranted.
- 19:04 When a probationary employee is terminated, the Employer shall provide notice in writing to the Employee, with a copy to the Association representative.
- 19:05 Probationary employees shall 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 20 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 20:01 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.
- 20:02 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.
- 20:03 An employee who has been the subject of a written performance review shall be entitled to comment in writing to such review. The employee's comments shall be placed in his/her personal file.
- 20:04 Upon written request, an employee may review his/her personal file in the presence of an authorized representative of the Employer.
- 20:05 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.
- 20:06 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.

20:07 The positions of Acting Fire Captain, Fire Captain, Training Officer, Fire Prevention Officer, Platoon Chief, Chief of Training and Chief of Prevention shall be subject to an annual review and development plan as per the GTAA Performance Management Tool as mutually agreed to and amended by the parties.

ARTICLE 21 - JOB POSTING

21:01 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.

21:02 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.

21:03 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 suppression firefighter, and the last two (2) years with the GTAA Emergency Services as a suppression firefighter.

21:04 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.

21:05 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.

21:06 In filling the job vacancy, the position shall be awarded based on the skills, qualifications, abilities and experience. Where two (2) or more candidates are equal, the senior applicant shall be appointed.

21:07 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee in writing, the reason(s) will also be communicated in writing.

21:08 This agreement shall not preclude the Employer from staffing positions from outside the bargaining unit when there are no qualified candidates internally.

21:09 The Employer may establish eligibility lists for specific positions, by pre-posting positions and

selecting candidates in advance. When this occurs, the Association will be notified in writing.

21:10 Clauses 21:01 to 21:09 will also apply to temporary assignments which are expected to exceed ninety (90) days.

21:11 All staffing actions by the Employer will be done in a fair and reasonable manner.

21:12 The job posting process described above does not apply to the firefighter Level.

21:13 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 fill positions before being staffed by outside applicants.

21:14 Acting Assignments

An Acting list will be established every three (3) years for Acting Captains and Acting Platoon Chiefs (Acting Captains 2006 and Acting Platoon Chiefs 2007 and every three (3) years thereafter).

- a) A firefighter shall have a minimum of four (4) years full time employment as an operational firefighter, of which the last two (2) must be with the Fire and Emergency Services of the GTAA as an operational firefighter. A Captain shall have a minimum of two (2) years as a GTAA Suppression Captain to be eligible to enter the Acting Platoon Chief competition.
- b) Candidates are required to enter a promotional competition to select a maximum of twelve (12) Acting Captains and eight (8) Acting Platoon Chiefs for the Acting Lists. All other successful candidates shall be placed on their respective eligibility lists for a period of three (3) years, which shall only be used in the event of a permanent vacancy on the affected Acting list.
- c) The process will consist of the following components:
 - (i) a written submission;
 - (ii) a written examination;
 - (iii) an oral-practical examination;
 - (iv) an interview; and
 - (v) satisfactory attendance and satisfactory performance.

Candidates must obtain a passing overall average of seventy-five percent (75%) [and achieve a minimum of seventy percent (70%) in each of components (i), (ii), and (iii)], and complete a satisfactory interview to be considered for the Acting lists.

- d) All successful candidates agree to a shift change if necessary.
- e) All promotions for the rank of Captain and Platoon Chief shall come from the respective lists during the three (3) year eligibility period. A competition will be held among the actors in accordance with Article 21.06.
- f) Within thirty (30) days of the final selections, all candidates, if requested, shall have a scheduled interview with the Chief or designate for the purpose of reviewing the results of all components of

the process.

The process outlined in section (d) shall also apply to Acting lists in the Prevention and Training divisions.

ARTICLE 22 -TECHNOLOGICAL CHANGE

22.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

22.02 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 Association at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.

22.03 The notice referred to in clause 22.02 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.

22.04 Once the Employer has given the Association the notice described in clause 22.02, the Employer shall, on the request of the Association, provide the Association 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.

22.05 During the notice period described in clause 22.02, 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.

22.06 Where an employee's position will be affected by a technological change prescribed in the notice referred to in clause 22.02, 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 23 -JOB SECURITY

23.01

(a) Subject to the willingness and capacity of individual employees to accept redeployment and retraining, the Employer will endeavour 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 Association at least ninety (90) days in advance of any known negative change(s) in staffing levels.
- (c) The Employer and the Association agree that within fifteen (15) days of notice under article 23.01 (b) being given, the parties will begin discussions to ensure that any adverse effects related to changes in article 23.01(b) are eliminated as much as possible.
- (d) Should the Association 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 fire fighting 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 24 -SENIORITY

24.01 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.

24.02 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.

24.03 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 transfer;
- Step # 2: Management to canvass for potential candidates to transfer platoons;
- Step # 3: When 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.

24:04 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. In the event that an eligibility list has been created, the ranking on the list shall determine the employee's placement on the seniority list.

ARTICLE 25 - DISCIPLINE

- 25.01 No employee will be disciplined or discharged without just and sufficient cause. When an employee is suspended from duty or discharged, 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.
- 25.02 The Employer shall notify the local representative of the Association that such suspension or discharge has occurred.
- 25.03 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 Association attend the meeting. Where practicable, the employee shall receive a minimum of one (1) day's notice of such a meeting.
- 25.04 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.
- 25.05 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 26 - GRIEVANCE PROCEDURE

- 26.01 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 Association representative present at this meeting if they so choose.
- 26.02 Step One: Within twenty-five (25) days of the Employee or the Association becoming aware of the matter giving rise to the grievance, the Association 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 Association, the Association 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.

- 26.03 Arbitration: If a grievance has not been settled through Steps One and Two above, the Association 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 (10) days after the referral, either party may request the Minister of Human Resources Development

Canada to appoint an arbitrator; or

Mediation / Expedited Arbitration: If a grievance has not been settled through Steps One and Two above, the parties agree to use Mediation / Expedited Arbitration to resolve the grievance, as per the terms and conditions in Appendix C.

Interest Arbitration: The parties agree to use a Tri partite Board composed of an employer nominee, an employee nominee and a Chair as selected by the nominees.

- 26.04 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/her award within a reasonable period.
- 26.05 The decision of the arbitrator shall be final and binding on both parties.
- 26.06 The Employer and the Association shall equally share the cost of the arbitrator. Employee(s) and Association representative(s) who are required to attend shall be given leave with regular pay to attend arbitration hearings.
- 26.07 The arbitrator shall not change, modify or alter any of the terms of the collective agreement.
- 26.08 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.
- 26.09 A grievance initiated by the Association or involving termination of employment, job posting, safety or health, or sexual harassment may be filed directly at Step two if the Association so decides.
- 26.10 The Employer shall inform the Association of the name and title of its representatives for each Step of the grievance procedure.

ARTICLE 27 - DESIGNATED PAID HOLIDAYS

- 27:01 Subject to clause 27:02, 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.

27:02 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.
- (e) The parties agree that requests for time off in lieu for the next calendar year will be submitted before December 1st of the previous year. A maximum of two (2) fire personnel per shift shall be granted lieu time at any one (1) 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.
- (f) The employer shall grant a request for time off in lieu so long as the Employee shall give a minimum of two days notice for every day of lieu time to be utilized;
- (g) The Employer agrees that in determining whether any request for time off in Lieu would result in additional cost to the Employer pursuant to Article 20.02, it will consider only whether the request would result in staffing on the shift going below the minimum of eleven (11).

27:03 Compensation for Designated Paid Holidays – Training and Fire Prevention

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

- (a) The applicable overtime rate 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/her lieu hours scheduled in the fiscal year in which they are credited to him and calculated at 1 ½ times for each lieu day. In scheduling such lieu hours the employee shall be required to give two (2) days notice for every one (1) day of leave requested.
- (f) Lieu hours may be granted as an extension to vacation.

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/her daily rate of pay. At the end of each fiscal year, the employee shall be paid in cash for each unused lieu day.

ARTICLE 28 - LEAVE GENERAL

- 28:01 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.
- 28:02 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.
- 28:03 When an employee is transferred to another platoon, or reassigned duties, he shall retain, if desired, his leave selection for that fiscal year.

ARTICLE 29 - VACATION LEAVE

29.01.1 Accumulation of Vacation Leave

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

- a) eleven (11) shifts per fiscal year if the employee has completed less than eight (8) years of continuous employment;
- b) fourteen (14) shifts per fiscal year if the employee has completed eight (8) years or more but less than sixteen (16) years of continuous employment;
- c) eighteen (18) shifts per fiscal year if the employee has completed sixteen (16) years or more but less than twenty five (25) years of continuous employment;
- d) twenty-one (21) shifts per fiscal year if the employee has completed twenty five (25) years 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 16 complete 25 days
years
- d) After 25 complete 30 days
years

29.02 An employee who has not earned pay for the number of shifts specified in clause 29.01 for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rates specified in clause 29.01 for each calendar month in which the employee earns pay for the specified number of shifts.

29.03 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 29:03(a) and (j), if an employee is allowed to cancel his scheduled annual leave period thirty (30) days prior to its scheduled commencement it shall be cancelled in the same way as the subject leave was selected (ie. leave selected as a calendar week shall be cancelled as a calendar week and those shifts selected as single shifts shall be cancelled as single shifts), those employees failing to follow this cancellation requirements shall be forced to use selected leave. 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 29:03(a) and (j).

29.04 The employer may for good and sufficient reason grant vacation leave on shorter notice than that provided in clause 29.03

29.05 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.

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

- (a) is granted bereavement leave; or
- (b) is granted special leave with pay because of illness in the immediate family; or
- (c) is granted sick leave on production of 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.

29.07 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

29.08 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.

29.09 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.

29.10 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 employment.

29.11 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.

29.12 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.

29.13 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 30 -LEAVES

30.01 Bereavement Leave

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 the 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.

30:02 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 30:02, unless there is a valid reason why the notice could not be given.
 - (ii) Leave granted to any two employees under this Article 30:02 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 30:02(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 30:02(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 30:02(a)(iii).
 - (v) Leave granted under this Article 30:02 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 30:02, 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:

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:

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.

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 30:02, the payments shall be adjusted accordingly.

(iii) (a) The maternity leave allowance payable under this Article 30:02 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.

(v) 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.

- (vi) 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.

30:03 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 30:01, 30:02 and 30:03, 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 30:03 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 child care leave and prior to the commencement of an additional child care leave.

30.04 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.

30.05 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 to in writing between the employer and the Association. Leave without pay granted under this clause cannot be used to work for another employer without the knowledge and written permission of the Employer.
- (g) During any leave under Article 30:05(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 30:05(b).

30:06 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.
 - (i) 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, marriage leave, or to provide for the care of a sick member of the employee's family or to provide unexpected care for a family member of the employee.

30:07 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 attendance 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.

30.08 Injury on Duty Leave and Disability

- (a) 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:
 - (i) personal injury accidentally received in the performance of his or her duties; or
 - (ii) an industrial illness or a 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 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. The Employer reserves the right to opt for alternative workers' compensation protection as contemplated by section 239.1 of Division XIII.1 of Part III of the *Canada Labour Code* in which case the provisions of this clause shall be applied in context. The Employer will consult with the Association prior to implementing such a plan. Any plan will be no less than is provided for under provincial legislation.

- (b) The Employer will pay the difference between Workplace Safety Insurance Board approved benefit and the Employees regular salary.
- (c) The Employer and the Association acknowledge the legal duty to accommodate an employee victim of a

work related illness or accident and the Association 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.

30.09 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 30:08 shall not be unreasonably withheld, the employee shall bear the onus of proof contemplated by this Article 30:08 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 30:08 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).

30.10 Leave for Association Business

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 Industrial Relations Board;
- (b) meet with the Employer and the Association 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.

30.11 Education Leave

- (a) The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.
- (b) If the employee initiates a request to take a course during or outside of working hours, which

has been approved by the Employer in advance of the commencement of the course, the Employer agrees to reimburse the employee for the cost of tuition fees, prescribed textbooks, laboratory and examination fees, as the case may be, upon successful completion provided that such course is directly related to the employee's current job. Such approval will be at the Employer's discretion. The Employer agrees to provide the employee time off with pay to write the required examinations during their normal working hours. Review of this training program, involving the employee and his/her supervisor will take place at regular intervals, not exceeding twenty-five percent (25%) of the length of the course, with submissions for training every twelve (12) months.

- (c) Subject to operational requirements, an employee may be granted education leave, without pay, benefits and pension, for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which, will enhance the employee's present role or provide a required service in the future to the operational requirements of the GTAA.
- (d) If the employee is directed by the management to take a course outside of working hours which is not available during working hours which is mandatory/essential to the position, the course will be prepaid at one hundred (100%) percent prior to its commencement. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.
- (e) If the employee initiates a request to take a course outside of working hours which has been approved by the Employer in advance of commencement of the course, and which, in the opinion of the GTAA is not job related but will improve the employee's qualifications, reimbursement will be based on the grade level achieved by the employee as set out below. This includes tuition fees, cost of prescribed textbooks as well as laboratory and examination fees, as the case may be.

Grade Level	Reimbursement
A (100-75)	100%
B (74-65)	75%
C (64-60)	60%
D (59-50)	50%
F (49 or less)	0%

Where the educational institution's grade standards conflict with those set out above, the above numerical values shall govern.

- (f) 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;
 - (a) for a period of not less than the period of the leave granted where the cost to the Employer is less than one thousand (\$1000.00) dollars; or
 - (b) for a period of one (1) year where the cost to the Employer exceeds one thousand (\$1000.00) dollars.

If the employee (except with the permission of the Employer):

- (i) fails to complete the course;
- (ii) does not resume employment with the Employer on completion of the course; or
- (iii) ceases to be employed, except by reason of death or layoff, before termination of the period he/she has undertaken to serve after completion of the course, the employee shall repay the Employer all allowances and fees, or such lesser sum as shall be determined by the Employer, paid to, or on behalf of him/her under this Article during the education leave.

(g) A training program that is established for an employee in technical and professional classifications will be discussed with that employee prior to implementation.

ARTICLE 31 - SICK LEAVE

31.01 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.

31.02 A medical certificate shall be supplied by the employee in every case where absence occasioned by illness or injury extends beyond two (2) consecutive shifts or three (3) occurrences of uncertified sick leave in a calendar year.

31.03 When a medical certificate is required by the Employer in circumstances other than 22.02, the certificate will be paid by the Employer.

31.04 When an employee has insufficient or no credits to cover the granting of such leave with pay under the provisions of article 31.01, 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.

31.05 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 32 - PARKING

32:01 The Employer agrees to continue providing free parking to its employees during the term of this collective agreement.

ARTICLE 33 - REGISTRATION FEES

33.01 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' licenses, except where licenses are required for the job.

ARTICLE 34 - TRAVELING FOR THE PURPOSE OF DELIVERING TRAINING

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

- 34.02 When an employee is required to travel outside his or her home office area 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 34.03 and 34.04 and in accordance with the GTAA Travel Policy (Appendix D) - attached hereto and forming part of this collective agreement.
- 34.03 For the purposes of Clauses 34.02 and 34.04, the traveling 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;
 - (b) For travel by private means of transportation, the normal time to proceed from the employee's place of residence or workplace, as the case may be, direct to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace;
 - (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have otherwise been payable under (a) or (b) above.
- 34.04 If an employee is required to travel as set forth in Clauses 34.02 and 34.03:
- (a) on a normal working day on which the employee travels but is not required to perform work, the employee shall receive his or her regular pay for the day. If travel time exceeds his or her regular scheduled working hours, overtime will be paid at a rate of one-third (1/3) of the travel time at one and a half (1 ½) times the hourly rate.
 - (b) on a normal working day on which the employee travels, and is required by the Employer to perform work, the employee shall be paid:
 - I. his or her 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 work time in excess of his or her regularly scheduled hours of work; and when overtime is incurred because of travelling requirements, the employee shall be paid at a rate of one-third 1/3 of the travel time at one and a half (1 ½) times the hourly rate.
 - (c) On a day of rest, the employee shall be paid one-third (1/3) of the travel time at one and a half (1 ½) times the hourly rate. If an employee is required to travel on a designated holiday, the employee shall be paid half (½) of the travel time at one and a half (1 ½) times the hourly rate.
- 34.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, provided the employee travels during regular hours of work.

ARTICLE 35 - BILINGUAL POSITION ALLOWANCE

- 35:01 An employee who occupies a position, in which the Employer requires the employee to be proficient in both official languages or, in English and an additional Employer designated language, shall be paid an additional one dollar (\$1.00) per hour when the additional language is required in the performance of their duties.

ARTICLE 36 - CLOTHING

36.01(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.

36.01(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.

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

36.02 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.

36.03 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	1
Badge	1
Belt/Buckle	1
Wallet/Badge	1
Name Tags	2
Suit Bag	1
Trench Coat	1
Black Leather Dress Gloves	1

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

Ball Cap	1
Toque	1
Safety Shoes	\$150
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	180 points
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

Item	Point Allotment
Belt	3
Summer Jacket	11
3 Season Jacket	34
Sweater	10
Sweatshirt	10
Ball Cap	2
Toque	2
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.

36.04 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.

36.05 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.

36.06 Changes in classification/rank that warrant the issuing of new 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 36:03.

36.07 In the alternate, 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.

36.08 Bedding and related laundry services shall be provided by the employer.

36.09 An employee on staff for less than one (1) year shall have the safety shoe allowance pro-rated. This allowance will be paid in the first pay period in January for the coming year.

ARTICLE 37 - BENEFITS

37.01 Permanent employees will be eligible for benefit coverage after sixty (60) days of continuous employment, except that employees will be covered for life insurance and Accidental Death and Dismemberment coverage from date of hire.

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

37.03 Each employee will receive a copy of the Group Benefits Plan Booklet.

37.04 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.

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

- (a) Extended Health Care Coverage
Vision care coverage will be increased to \$310.00 every two (2) years, and PSA test will be additionally included in the coverage.
- (b) Dental Coverage
Dental plan coverage will be increased to a maximum of \$1550.00 per calendar year, based on the current ODA schedule.

37.06 Health Care Spending Account

Each employee shall receive an annual entitlement of \$1250.00 for the purpose of any eligible expense which would cover anything that would qualify as a deductible medical expense under the Income Tax Act. Any unused balance may be carried over and applied to expenses incurred in the next calendar year. Any carried over balance not used in the following calendar year shall be forfeited.

ARTICLE 38 - PENSION

38:01 The Employer shall continue to pay its applicable share of the cost of the pension plan, in

accordance with the provisions of the plan.

38:02 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; and
- (b) employees recruited after December 2, 1996 shall participate in the defined contribution plan.

ARTICLE 39 - PAY ADMINISTRATION

39:01 Employees shall be paid on a bi-weekly basis at the rate of pay to which s/he is entitled as prescribed under Article 41 (Wages).

39:02 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.

39:03 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.

39:04 Article 39:03 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 39:05.

39:05

- (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 41 (Wages).
- (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.

39:06 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

39:07 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 s/he 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.

39:08 In the event of termination of employment for reasons other than death, the Employer shall recover any unearned vacation pay taken by the employee.

39:09 It is understood by the parties that there shall be no pyramiding of premiums under this agreement.

39:10 Within the first sixty (60) days of each calendar year an employee shall have the option to contribute one (1) lump sum payment, deducted from his or her pay, to his/her employer's sponsored RRSP.

ARTICLE 40 - LONG SERVICE PAY

40:01 Beginning January 1st of each year, employees are entitled to be paid an amount related to the employee's continuous employment with Transport Canada Emergency Response Services and / or GTAA Fire and Emergency Services. The 1st Class Fire Fighter Basic Salary shall be used to determine the Long Service Pay.

Long service pay shall be included as pensionable earnings and shall be calculated on all forms of pay.

ANNUAL AMOUNT:	8-16 years of Service	3%
	17-22 years of Service	6%
	23 or more years of service	9%

ARTICLE 41 WAGES

Category	30-Jun-11		1-Jul-11	1-Jan-12	1-Jan-13	1-Jan-14
	%	Salary	1.25%	2.75%	2.75%	2.75%
Firefighter Recruit (1-12 months)	70	\$57,903	\$58,627.09	\$60,239.34	\$61,895.92	\$63,598.06
Firefighter 3rd Class (after 1 year)	80	\$66,175	\$67,002.39	\$68,844.96	\$70,738.19	\$72,683.49
Firefighter 2nd Class (after 2 years)	90	\$74,447	\$75,377.69	\$77,450.58	\$79,580.47	\$81,768.93
Firefighter 1st Class (after 3 years)/Technician	100	\$82,719	\$83,752.99	\$86,056.19	\$88,422.74	\$90,854.37
Long Service Pay (after 8 - 16 years)	3%		-	\$88,637.88	\$91,075.42	\$93,580.00
Long Service Pay (after 17 - 22 years)	6%	-	-	\$91,219.57	\$93,728.10	\$96,305.63
Long Service Pay (23 or more years)	9%	-	-	\$93,801.25	\$96,380.79	\$99,031.26
Captains, FP Officers, Training Officers						
	115	\$95,127	\$96,315.94	\$98,964.62	\$101,686.15	\$104,482.52
Long Service Pay (after 8 - 16 years)	3%	-	-	\$101,546.31	\$104,338.83	\$107,208.15
Long Service Pay (after 17 - 22 years)	6%	-	-	\$104,128.00	\$106,991.52	\$109,933.78
Long Service Pay (23 or more years)	9%	-	-	\$106,709.68	\$109,644.20	\$112,659.41
Platoon Chiefs, Division Chiefs						
	125	\$103,399	\$104,691.23	\$107,570.24	\$110,528.43	\$113,567.96
Long Service Pay (after 8 - 16 years)	3%	-	-	\$110,151.93	\$113,181.11	\$116,293.59
Long Service Pay (after 17 - 22 years)	6%	-	-	\$112,733.61	\$115,833.79	\$119,019.22
Long Service Pay (23 or more years)	9%	-	-	\$115,315.30	\$118,486.47	\$121,744.85

Note: Retroactivity involving increases to the salary schedule shall be based on hours paid. It shall apply to all employees employed on the date of the Board’s award and to those employees who retired during the term of the collective agreement or otherwise ceased working for the Employer, pro-rated to the date of retirement or cessation of employment.

ARTICLE 42 - SEVERANCE PAY

42.01 Severance pay will be calculated on the following basis:

- (a) (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 five (5) or more years of continuous service, discharged for just cause, shall be entitled to severance pay based on the equities of the case.

42.02 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.

42:03 Under no circumstances shall an employee be entitled to severance pay based on service prior to December 2, 1996.

ARTICLE 43 - AGREEMENT REOPENER

43.01 This agreement may be amended by mutual consent. The parties are encouraged to address individual issues and clauses through Article 41 that may arise during the term of this agreement in order to maintain a harmonious relationship.

ARTICLE 44 - DURATION

44:01 The term of the collective agreement shall commence on July 1, 2011 and shall expire on December 31, 2014.

APPENDIX "A"

24 HOUR SHIFT

References:

- A. Board Of Arbitration
- B. PAPFFA Collective Agreement

Purpose

Interim amendments to Collective Agreement during 24 hour shift trial period.

Background

The 24 hour shift is a trial outside the Collective Agreement and as such there are certain provisions that need to be clarified and amended to facilitate the trial. Any additional required amendments that may arise during the trial period shall be dealt with through joint consultation between the Association and GTAA Management.

Discussion

The definition of a day (2.01 s) and a shift 2.01 t) under the collective agreement remains the same. A day is a shift and as shift still is still defined as 12 hours. The new 24 hour shift is therefore considered, as per the language, as 2 shifts. All adaptations during the trial period will reflect an hour for hour exchange.

Conclusion

Article 6 – Hours of Work

6:01 & 6:02 Shift change will be at 0700 hours. A one half hour flex time from 0630-0700 will be allowed as is the present practice.

6:03 There will be no split shifts. All shifts will be 24 hours.

6:06 All shift exchanges shall be 24 hours and must be pre approved by both Platoon Chiefs at least one shift in advance.

Article 19 -Vacation

19:01 (a) Those who are entitled to 11 or 21 shifts of annual leave shall have the option to combine 12 hours of annual leave with another type of leave to enable a full 24 hour leave.

Article 20 – Paid Holidays

Remains at the expanded 198 hours in cash or lieu time.

Article 21 – Leaves

All remain in hours or shifts.

21:06 Personal Needs / Family Related Responsibilities

Remains at 5 shifts / 60 hours. Appointments pre booked at least a shift in advance can be taken at 12 hours. All unscheduled Personal/Family Needs shall be taken at 24 hours.

Article 22 – Sick Leave

22:01 Sick leave earned at 11/12 of a shift (12 hours) which is 11 hours per month.

Article 31 - Overtime Eligibility

31:02 (a) (ii) Not on sick leave their previous scheduled shift.

31:03 (m) In the event that an eligible member is unavailable for the full 24 hour overtime call out, the next available member presently on shift or due to begin the next shift can work a 12 hour half shift.

31:04 (d) An employee shall be paid 1.5X compensation for all weekly overtime hours less than or equal to 24 hours. An employee shall be paid 2X compensation for all weekly overtime hours greater than 24 hours. For the purpose of calculating overtime the work week is Monday to Sunday.

In the event of an election; municipal, provincial or federal, the platoon scheduled to work on Election Day shall endeavour to vote at one of the scheduled Advance Polls.

Arbitral Award on 24 hour trial schedule

3. Article 6 - 24-Hour Shift Schedule

The Association proposed the introduction of a 24-hour shift schedule using a shift pattern that has been adopted in a number of municipal fire services. The Employer advised that it is prepared to implement a 24-hour shift schedule on a trial basis but raised safety concerns regarding the pattern proposed by the Association. Given the concerns raised by the Employer in the context of airport operations and the fact that this proposal involves a scheduling issue, the Board is not prepared to direct the Employer to implement the shift pattern proposed by the Association. Accordingly, the 24-hour shift schedule proposed by the Employer shall be implemented on a trial basis provided the pattern is acceptable to the bargaining unit, to be determined by a vote of the membership. The trial period shall be subject to the following conditions:

- (i) The parties shall amend the collective agreement to the extent necessary for the introduction of the 24-hour shift schedule.
- (ii) The trial period shall be one year and may be terminated during that time on consent of both parties or on 30 days' notice by the Employer due to operational or safety concerns.
- (iii) During the trial period, data shall be collected on the impact of the 24-hour shift schedule on matters such as:
 - a) Rates of absenteeism
 - b) Back-up availability
 - c) Health of Firefighters
 - d) Productivity

The parties shall meet at six-month intervals to review such data.

- (iv) Failing agreement to continue the trial period beyond one year, at the conclusion of the trial period referred to in paragraph (ii), the parties will revert to the hours of work and the collective agreement language in effect prior to the introduction of the 24-hour shift schedule.

The Board shall remain seized to deal with issues relating to the implementation

or termination of the 24-hour shift schedule.

APPENDIX "B"
SENIORITY LIST

2011 Fire and Emergency Services Seniority List

PAPFFA Seniority List					
1	Dal Bello, L.	August 13, 1973	43	Lavery, J.	September 25, 2000
2	Chamberlain, R.J.	June 14, 1976	44	Deratnay, C	September 25, 2000
3	Harston, P.	October 23, 1978	45	Morson, S.	September 25, 2000
4	Oles, P.M.	July 16, 1979	46	Hatfield, B.	September 25, 2000
5	McWatters, R.G.	November 16, 1981	47	Smyth, S.	October 16, 2000
6	Johnson, D.	August 8, 1983	48	Miller, R.	October 23, 2000
7	McMurray, R.K.	November 24, 1984	49	Ross, B.	November 20, 2000
8	Stevenson, R.	December 3, 1984	50	Lisecky, T.	August 13, 2001
9	Demyanenko, A.	November 30, 1987	51	Beaudoin, D.	August 11, 2003
10	Marsh, N.R.	November 30, 1987	52	Grant, S.	May 25, 2004
11	Winslade, D.	November 26, 1990	53	McMeeking, R.	May 25, 2004
12	Losier, M.	July 15, 1991	54	Pallero, J.	May 25, 2004
13	Donnelly, S.J.	September 26, 1991	55	Bertram, R.	November 1, 2004
14	Morris, P.G.M.	October 1, 1991	56	Bott, P.	November 1, 2004
15	Bongelli, M.	June 20, 1994	57	Marinier, T.	November 1, 2004
16	Terrelonge, D.	July 2, 1997	58	Fiss, D.	January 10, 2005
17	Loconte, G.	July 2, 1997	59	Lavery, Brad.	June 13, 2005
18	Armstrong, A.	September 2, 1997	60	Kapitan, K.	October 17, 2005
19	Barbetta, S.	September 2, 1997	61	Lenders, R.	October 24, 2005
20	Oram, S.	September 2, 1997	62	Redman, P.	March 6, 2006
21	Vagenas, G.	September 2, 1997	63	Spyrou, A.	September 11, 2006
22	Ferraioli, M.	September 2, 1997	64	Jones, A.	December 4, 2006
23	McGee, A.	September 2, 1997	65	Therault, S.	January 8, 2007
24	Sanders, L.	September 2, 1997	66	Hall, S.	January 8, 2007
25	Johnston, G.	September 2, 1997	67	Pacilli, C.	May 28, 2007
26	LaCapruccia, M.	September 2, 1997	68	Evans, G.	July 9, 2007
27	Mastroianni, R.	September 2, 1997	69	Gentile, L.	July 9, 2007
28	Melo, P.	September 2, 1997	70	Figueira, B.	December 10, 2007
29	Spratt, D.	September 2, 1997	71	Lane, D.	December 12, 2007
30	Aitken, T.	September 2, 1997	72	Fitzgerald, K.	January 21, 2008
31	Campbell, T.	September 2, 1997	73	Randall, J.	August 11, 2008
32	Crosby, D.	November 10, 1997	74	Popara, M..	November 3, 2008
33	Hollett, D.	November 10, 1997	75	Butt, J.	March 2, 2009
34	Dufresne, R.	November 17, 1997	76	Lavery, Bryan	January 8, 2010
35	Hoover, P.	November 21, 1997	77	Price, G.	January 18, 2010
36	Phelps, M.	October 25, 1999	78	Duncan, S	July 5, 2010
37	Lafond, F.	January 4, 2000	79	Hocking, G	July 5, 2010

PAPFFA Seniority List						
38	Dupuis, L.	February 21, 2000		80	McIntosh, S	July 5, 2010
39	Higgs, R.	February 28, 2000		81	Clark, G	November 15, 2010
40	Patterson, D.	July 24, 2000		82	Bakalar, J	November 15, 2010
41	Buttrum, S.	July 25, 2000		83	Greenwood, S	May 16, 2011
42	Davis, R.	September 25, 2000				
May 1, 2011						

Association Seniority List will be updated as required and posted in the Firehalls.

APPENDIX “C” EXPEDITED ARBITRATION

Terms of Reference

A. OVERVIEW

The joint GTAA – PAPFFA - Expedited Arbitration is designed to build on positive developments between the two organizations. It is an Enhanced Problem Solving tool that can assist the parties in avoiding the potential pitfalls that, in the past, may have had negative effect on their working relationship.

The underpinnings of the project are the joint recognition, that the effective and timely administration of the collective agreement between the GTAA and PAPFFA can be a positive tool to achieve the goals of both organizations. Enhanced Problem Solving initiatives can facilitate timely and effective contract administration.

Raising awareness and information sharing of collective agreement issues between organizations, in a timely manner can improve, not only the relationship between the two organizations, but workplace productivity. It allows employees to know that their concerns and issues are being addressed in a timely fashion and thereby focus on their workplace duties in a positive manner without unnecessary distraction.

B. OBJECTIVES

The purpose of the project is to:

- Share Best Practice information on contract administration
- Continue the development of a positive working relationship
- Focus on Collaborative and Enhanced Problem Solving techniques
- Avoid confrontation and positional approaches to issues
- Prevent the unnecessary escalation of disputes
- Continue to build a positive workplace culture

The organizations recognize that, without recognition and effort, changes in administrative representatives within both organizations can negatively impact on previously positive relationships. Continuity and development of senior management, as well as Association representatives, is assisted through the development of information sharing processes, common understandings and enhanced problem solving methods.

At the same time, the focus on upcoming contract negotiations can pull resources and distract from the need for timely contract administration. If unattended, local issues and disputes can unnecessarily escalate.

Both organizations recognize the need for collaborative approaches in order to address the ongoing challenges. Effective contract administration will:

- Promote a positive and collaborative Labour – Management Relationship;

- Contribute to a productive, safe and enjoyable workplace culture;
- Promote discretionary effort among employees.

Unresolved workplace disputes, conflict, disagreements and grievances can have a negative impact on attitudes, attendance and effort. When a large group of employees feel their workplace issues or grievances are not being resolved in a timely fashion they can lose faith in the system. While they may continue to discharge their required duties, they are less likely to exert the discretionary effort necessary to promote a positive workplace culture.

In order to maintain a positive workplace culture, employees need to know what is expected of them and what they are entitled to expect in the workplace. Unresolved issues and grievances can distract employees from focusing on their workplace responsibilities. In our age of rapid communication negative workplace cultures become widely known and can detract from recruitment and retention initiatives.

Many highly productive organizations, within and outside of the transportation industry, have recognized that timely resolution of workplace issues can enhance service delivery. Employees do not expect to always get the answer they want. However; they do expect to get an answer in a reasonable time. Waiting a year or two to resolve workplace issues in the age of rapid communication is unacceptable to new age employees. It is also unproductive for all employees and employers.

Enhanced problem solving can be part of every organizational culture. Effective problem solving is a best practice that can be contagious. It is widely found to be the underpinning of most productive organizations. When applied early in the grievance process, through mediation it allows organizations the opportunity to shape their own solutions rather than have decisions made by an arbitrator. With that in mind the parties will commit to a two year Expedited Arbitration Trial Project as set out below.

C. MEDIATION - ARBITRATION PROCESS

Subject to mutual agreement, grievances not resolved at Stage 2 of the grievance procedure will be resolved in the following Mediation - Arbitration process:

D. ISSUES IN DISPUTE

The Association will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer and the Arbitrator at least ten (10) days in advance of the scheduled date of the mediation – arbitration. The Employer will respond in kind within five (5) days of receipt of the Association’s summary. In reverse onus situations the Employer will provide its brief first and the above timelines shall apply.

E. MEDIATION

1. The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.

2. The mediation sessions are settlement negotiations and are inadmissible in any litigation. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
3. Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility.
4. The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents. He may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.
5. Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
6. The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
7. The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement shall be with prejudice unless specifically agree by the parties to be without prejudice.
8. The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

F. ARBITRATION

1. In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately in accordance with the following process. The Mediator in section "E" above will be the Arbitrator. The parties and the Arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) is to be presented for purposes of the arbitration.
2. The Arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the Arbitrator believes to be relevant to the matters in controversy or that will enable the Arbitrator to arrive at a fair and proper decision. The Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The Arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current collective agreement between the parties.

3. All presentations are to be short and concise. They will include a comprehensive opening statement.
4. The Arbitrator shall within ten (10) days a after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the Arbitrator, apply the law and state the determination of the issues in dispute.
5. The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
6. The fees and expenses of the Arbitrator shall be borne equally by the parties unless otherwise agreed.

**APPENDIX “D”
TRAVEL POLICY**

GREATER TORONTO AIRPORTS AUTHORITY TRAVEL POLICY (PER 34.02) MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMODATION, MEALS AND INCIDENTAL EXPENSES

- (1) The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses.
- (2) The amounts listed in Section 6.1 are inclusive of HST.
- (3) The HST is not applicable to the per diem rates for travel in the USA or Internationally.
- (4) The employee shall be reimbursed stated and reasonable costs upon completion of travel as described hereunder;
- (5) Mileage (Kilometre) Rates
The rates payable in cents per kilometer for pre-authorized use of private cars:
\$0.475

The use of employee vehicles will be pre-arranged with Fire Department management. Throughout the life of this contract mileage rates will remain consistent with the corporate policy.

(6) Meals and Allowances

6.1 <u>In Canada</u>	<u>Can\$</u>
Composite meal and incidental allowances (daily rate)	\$75.00
- Commercial/private/ government/institutional	
Meal Allowances	
- Breakfast	\$13.00
- Lunch	\$14.00
- Dinner	\$35.00
Incidental Expenses	
- All types of accommodation	\$13.00

6.2 <u>In USA</u>	<u>US\$</u>
- Same as above but in U.S. funds.	

6.3 <u>International Travel</u>	<u>EU€</u>
- Receipts required. Upon rendering receipts. Upon rendering receipts, reasonable expenses will be reimbursed.	

- 6.4 The following expenses shall be supported by legible vouchers, receipts or other appropriate documents for all destinations:
 - I. Commercial transportation costs;
 - II. Reasonable incidentals as part of work duties that total an amount in excess of \$13.50;

- III. Excess luggage charges as approved by a manager;
- IV. Taxis;
- V. Parking charges;
- VI. Long distance telephone, express charges;
- VII. Long distance personal telephone calls for a three (3) day trip will be limited to a maximum of fifteen (15) minutes, and a five (5) day trip will be limited to a maximum of twenty-five (25) minutes;
- VIII. Currency exchange charges for work related matters;
- IX. Car rental (standard mid-size);

All employees are required to make their own travel arrangements – no central agency bookings.

- 6.5 For each day or part day in travel status where overnight accommodation is authorized, a traveler shall be paid a meal allowance for each breakfast, lunch and dinner.
- 6.6 For travel status of less than one (1) day, i.e., when a round-trip journey generally takes place on the same calendar day, the appropriate meal expense will be paid.
- 6.7 If working duties require an employee to work at facilities that do not provide adequate kitchen facilities for food storage and preparation, management may authorize reimbursement of meals in accordance with 6.1.