

AGREEMENT

BETWEEN

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THE EDMONTON REGIONAL AIRPORTS AUTHORITY

(hereinafter referred to as the "Employer")

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

(hereinafter referred to as the "Alliance")

FIREFIGHTING BARGAINING UNITS

13391(01)

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Note:

Bold indicates a change from the previous collective agreement.

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Canada Labour Relations Board for the firefighting bargaining unit dated February 23, 1993 and the Fire Captain bargaining unit dated May 21, 1997.

The parties acknowledge that the Employer's agreement to include Fire Captains in the negotiation and application of this agreement is without prejudice to their right to negotiate separately with members of this unit in subsequent negotiations.

For the purposes of this agreement, Articles or Clauses referencing members of the Firefighting Bargaining Unit will also apply to Fire Captains.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.
- 3.02 The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this Agreement in good faith and without discrimination.

ARTICLE 4 - UNION SECURITY

- 4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

- 4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 4.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 5 - WORK IN THE BARGAINING UNIT

- 5.01 Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except in emergencies when regular employees are not available.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying regulations) during the life of this Agreement.
- 6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employer's premises, the Employer will ensure a safe access to the workplace.
- 6.03 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a federal, provincial, municipal, commercial or industrial Employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 7 - JOINT CONSULTATION

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 7.03 The Employer agrees to give the Alliance reasonable opportunity to consider and to consult prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.

- 7.04 The Employer agrees that joint consultation meetings shall occur on a regular basis. Issues which continue to be unresolved will be included on the corporate Union Management Consultation Agenda.

ARTICLE 8 - INFORMATION

- 8.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.
- 8.02 The Employer agrees to supply each employee with a copy of the Collective Agreement.
- 8.03 The Employer agrees to provide the President of the Local Union of PSAC with a copy of the Employer's current organization chart.

ARTICLE 9 - USE OF EMPLOYER FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Alliance, shall require prior approval of the Employer.
- 9.02 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 9.03 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management.
- 9.04 Where practical, the employer will provide a meeting room to the Local so that it may carry out union business.

ARTICLE 10 - EMPLOYEE REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 10.02 The Alliance shall determine the jurisdiction of each representative.
- 10.03 The Alliance shall notify the Employer in writing the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.
- 10.05 The Employer shall grant 15 minutes leave with pay for a new employee to meet with a firehall shop steward (or his/her designate) on his/her first day of work, providing the union representative is on shift.**

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The parties agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives. Where discussions on problems or differences occur, the time limits in Step 1 will be extended by the appropriate number of days.
- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the Union, or between an employee (s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation, including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. In the case of employees working in operations where the days of rest are other than Saturdays and Sundays, then their days of rest shall be excluded. If the time limits set up in Step 1, 2 or 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall run against the Union until it has received the Employer's response.
- 11.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representatives shall be given leave with pay to attend such meetings. When an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and a representative of the Alliance wishes to discuss the grievance with that employee, the employee and the representative will be given reasonable leave with pay for this purpose. At either Step 1 or Step 2, the Employer representative may be assisted by a Human Resources representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 11.06 The employee(s) shall be advised of his/her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

STEPS OF THE GRIEVANCE PROCEDURE

STEP 1

Within fifteen (15) days of the employee(s) becoming aware of the matter giving rise to the grievance, the employee(s) or the Union may submit a written grievance to the Employer representative, including the redress requested. Within ten (10) days of the receipt of the grievance, the Employer representative shall give written response to the employee(s) and the Union representative.

In calculating the fifteen (15) day period referred to above, only days during which the employee(s) is actively at work shall be counted. Where an employee(s) commences a leave period during the fifteen (15) day period, calculation of the time in which the employee(s) has to file the grievance will be suspended. Upon return to work the employee(s) shall have the balance of the fifteen (15) day period as calculated above in which to file the grievance.

STEP 2

If a satisfactory settlement has not been obtained under the previous step, then the employee or the Union representative may within ten (10) days of the receipt of the Employer's decision under Step 1 render the grievance in writing, including the redress requested, to the level of management above the Employer representative referred to in Step 1 with a copy to Human Resources. This level of management (Employer representative) shall call a meeting and render a decision within ten (10) days of the receipt of the grievance.

STEP 3

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration, within twenty (20) days of the expiry of the time limits set out in Step 2. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the union shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

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

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

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

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

EXPEDITED ARBITRATION PROCEDURE

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator,
- b) The arbitrator must render the written decision as soon as possible but no later than ten (10) working days after the date of the hearing,
- c) The decision of the Arbitrator shall not constitute a precedent,
- d) Such decisions may not be used to alter, modify or amend any part of the collective agreement, nor should any decision be incompatible with the provisions of the collective agreement,

- e) **Such decisions from the expedited format shall be final and binding on the parties,**
- f) **The arbitrator shall be chosen by mutual agreement between the parties.**

ARTICLE 12 - SUSPENSION AND DISCIPLINE

- 12.01 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer will give such notification at the time of suspension.
- 12.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 12.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 12.04 The Employer shall not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 12.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken.

ARTICLE 13- DISCRIMINATION

- 13.01 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 Union.
- 13.02 Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- 13.03 In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- 13.04 Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.
- 13.05 There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.

- 13.06 The employee shall receive a copy of the investigation report.
- a) Any level of the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
 - b) If by reason of (a) a level of the grievance procedure is waived, no other level shall be waived except by mutual agreement.
 - c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

ARTICLE 14 - HARASSMENT

- 14.01 The Employer, the employees, and the Alliance recognize the right of all persons employed by the Employer to work in an environment free from sexual or personal harassment, and agree that harassment will not be tolerated in the workplace.
- 14.02 In the event that a harassment allegation is not resolved to the satisfaction of either party, the matter may be referred to the grievance procedure described in Article 11. In this event, all parties agree to waive Step 1 of the grievance procedure.

ARTICLE 15 - EMPLOYEE STATUS

IS.01 FULL TIME EMPLOYEES

A full time employee is an employee hired for an indeterminate period whose hours are those established in Article 17 - Hours of Work.

15.02 TERM EMPLOYEES

- a) Term employees are employees hired for a specified period of time determined at the time of hire, not to exceed eighteen (18) months for the purpose of
 - i) replacement of permanent employees who are on leave with or without pay, or,
 - ii) short-term assignments, or,
 - iii) non-recurring work
- b) Term employees may be hired for a period of time exceeding eighteen (18) months if they are hired for the replacement of permanent employees on leave as follows:
 - i) pursuant to clause 28.09, 29.05, 29.13, or
 - ii) on extended sick leave or long term disability, or
 - iii) who may have been assigned to a special project related to the Air Terminal Redevelopment Project (ATB) and is expected to return to their original position,or, if the Term employee is hired for projects specific only to ATB.

- c) All Term employees will be advised in writing of their termination date when hired. With the exception of clause 15.02 (b) above, if the term of employment extends beyond eighteen (18) months in the same position, the individual will be granted non-probationary, indeterminate employment status.

Terms are covered by all provisions of this collective agreement, except Article 35 - Layoff/Recall and Severance.

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

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

If the term of employment extends beyond six (6) months of continuous employment the employee is eligible for coverage under the sick leave provisions outlined in Article 39 and may participate in the benefit plans.

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

ARTICLE 16 - PROBATION

- 16.01 All newly hired employees shall be considered probationary employees. Article 12.01 does not apply to probationary employees.
- 16.02 Firefighters shall complete a twelve month probationary period.
- 16.03 During the probationary period an employee will have his/her performance discussed and reviewed with them on a regular basis.

ARTICLE 17 - HOURS OF WORK

- 17.01 For the purpose of this Article:
 - a) "day" means a twenty-four (24) hour period commencing at 00:01 hour,
 - b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.

17.02 Schedules of work

- a) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
- b) The Employer will make every reasonable effort to:
 - i) avoid excessive fluctuations in hours of work;
and,
 - ii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees,
and,
 - iii) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
- c) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked.
 - i) on the day it commenced where half or more of the hours worked fall on that day,
or,
 - ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.
- d) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day. However, if due to operational requirements the Employer does not permit an employee to take a rest break the employee will be given equivalent time off with pay.

17.03 Changes to Schedules of Work

- a) The Employer agrees that there will be meaningful consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

Changes in any schedule of work will only be made to meet operational requirements.

- b) Upon request from the Local Alliance representative (s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative (s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Alliance representatives. By mutual agreement, in writing, the Employer and the Local Alliance representative(s) may waive the application of clause 17.07 (f) (i).
- c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.

17.04 Variable Hours of Work

- a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 17.07 (a). In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- b) Notwithstanding anything to the contrary contained in the Agreement the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all affected employees at the work unit.

17.05 General Terms Respecting Variable Work Weeks

- a) The scheduled hours of work of any day as set forth in a variable work schedule may exceed or be less than the regular workday hours specified by this Agreement. Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements.
- b) Whenever an employee changes his/her variable hours or no longer works variable hours, all appropriate adjustments will be made.

17.06 Conversion of Days to Hours

The provisions of this Agreement which specify days will be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.

Notwithstanding the above, in Clause 29.07 - Bereavement Leave With Pay, a "day" will have the same meaning as the provisions of this Collective agreement.

- 17.07 a) Subject to operational requirements, the current modified schedule average of forty-two **(42)** hours per week for the firefighters will continue and includes one **(1)** forty (40) minute paid meal and cleanup break during each shift. The paid meal break is not included in the calculation of average weekly regular working hours, but is included for the calculation of benefits. The meal break shall be scheduled as close to the mid point of the shift as possible, but the employee must remain in response mode in accordance with applicable regulations and standards.

If, due to operational requirements, the Employer does not permit an employee to take a meal break at any time during the shift, the employee will be given equivalent time off with pay.

Confirmation of this modified work schedule shall be submitted to Human Resources Development Canada.

- b) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- c) The Employer will operate the firehall on a four **(4)** platoon system. The Employer recognizes the firefighters preference to maintain the current shift schedule. The current shift schedule which includes ten (10) and fourteen (14) hour shifts will not be changed unless the operating status of the Airport changes and the level of service required at the Edmonton International Airport is less than twenty-four hour coverage. If a shift schedule change is required consultation between the parties will be conducted under the process outlined in Clause 17.03 of this Article. An eighteen or sixteen hour shift pattern will be implemented.
- d) A shift schedule shall be posted in the Firehall at the beginning of each fiscal year.
- e) The Employer agrees that no shift schedule shall provide for split shifts.
- f) i) The Employer shall post a duty roster in each Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ninety-six (96) hours' notice in advance of the starting time of the first shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 1/2) for the first shift worked in the schedule of the employee's new platoon. Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.
- ii) Sub-clause (i) shall not apply to an employee when the employee is returned to the employee's regular platoon following a temporary assignment to a new platoon.
- g) Platoon transfers will be voluntary and where there are no volunteers then the transfer will be assigned to the employee with the least service.

- h) 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.

ARTICLE 18 - OVERTIME/REPORTING PAY

18.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among available qualified employees.

- 18.02 a)
 - i) Consistent with the nature of the work overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.
 - ii) Overtime assignments shall be offered in accordance with (i) above to employees who normally and regularly do the work in question who are available.
 - iii) Where an insufficient number of employees referred to in (ii) are available for overtime work, overtime shall be assigned to the most junior of these employees who are available.
 - iv) In the application of (iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided suitable alternatives can be found.
- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give at least four (4) hours notice of any requirement for overtime work.

18.03 Overtime shall be compensated on the following basis:

- a) time and one-half (1 1/2) for each hour worked for the first four (4) hours and double time (2x) thereafter in excess of the employee's normal scheduled daily hours;
- b) time and one-half (1 1/2) for each hour worked for the first four (4) hours and double time (2) thereafter on the first day of rest;
- c) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- d) an employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater.
- e) an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Overtime must be pre-authorized by the designated Employer representative to be eligible for compensation.

- f) the employer will pay overtime compensation unless the employee has requested compensatory leave with pay within two weeks of submission of the overtime claim.
- 18.04 When an employee is required to work overtime and is required to use transportation other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
- a) mileage allowance at a per kilometre rate as follows:
- thirty-seven (\$0.37) cents per kilometre
 - **thirty-nine and one half cents (\$0.395) per kilometre effective January 01, 2004.**
- or,
- b) out-of-pocket expenses for other means of commercial transportation.
- 18.05 When an employee is required to work overtime and is required to use a caregiver, and the other parent is not available to care for the dependent, the employee shall be reimbursed for reasonable out of pocket expenses. When required by the employer the employee will substantiate out of pocket expenses.
- 18.06 a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. **All** employees are eligible to bank a maximum of ten (10) working days equivalent leave per fiscal year. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.
- b) The Employer shall grant compensatory leave with pay at times convenient to the employee and the Employer.
- c) Compensatory leave with pay not used by the end of the fiscal year will, at the discretion of the employee, be paid for in cash at the rate in which it was earned. Alternatively, it may be carried forward and if taken in time-off, the compensatory leave **will** be paid at the employees current rate of pay. In the case of a carryover, the amount carried forward in the new year will be included in the maximum of ten (10) working days equivalent leave referred to in 18.06 (a).
- Employees are required to utilize compensatory time carried forward from a previous year prior to utilizing compensatory time banked in the current year
- 18.07 a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of nine dollars (\$9.00), except where free meals are provided.
- b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for (1) additional meal in the amount of nine dollars (\$9.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided.

- c) When an employee works overtime which is not contiguous to his/her regularly scheduled hours of work and the duration of which exceeds his/her normal regular hours of work, the employee will be provided with a meal allowance in the amount of \$9.00 after the first three hours of additional overtime and another meal allowance in the amount of \$9.00 for each additional four (4) hours of overtime worked except where free meals are provided.

The meal allowance referred to in clause 18.07 (a) (b) and (c) shall increase to ten dollars (\$10.00) effective January 01, 2004 and to ten dollars and fifty cents (\$10.50) January 01, 2005.

18.08 An employee performing overtime work shall be entitled to the same meal and relief break as he/she would be provided on a regularly scheduled shift.

18.09 If an employee is required to travel out of town for the purpose of company business on a day of rest, the employee shall be compensated at time and one-half (1 1/2) for each hour to a maximum of eight hours at their regular rate of pay.

ARTICLE 19- CALL-BACK

19.01 If an employee is called back to work on a designated holiday or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of

- a) three (3) hours pay at the applicable overtime rate; or,
- b) the applicable rate of overtime compensation for time worked,

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

19.02 An employee shall be reimbursed for the use of his/her car at the following applicable rate each time he/she is called back to work under this Article:

- thirty-seven (\$0.37) cents per kilometre
- **thirty-nine and one half cents (\$0.395) per kilometre effective January 01, 2004**

ARTICLE 20 - STANDBY

20.01 There shall be no Stand-by required of firefighters.

ARTICLE 21 - WASH-UP TIME

21.01 Where due to the nature of work there is a need, wash up time will be permitted.

ARTICLE 22 - SHIFT PREMIUMS

Shift Premium

- 22.01 An employee working on shifts will receive a shift premium of one dollar (\$1 .00) per hour for all hours worked including overtime hours, between 4:00 pm and 8:00 am provided the majority of the employee's regularly scheduled hours occur after 4:00 pm and before 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.

The shift premium referred to in Clause 22.01 shall increase to one dollar and twenty cents (\$1.20) effective January 01, 2004.

Weekend Premium

- 22.02 Employees working on shifts shall receive an additional premium of one dollar (\$1 .00) per hour for the employee's scheduled straight time hours and overtime hours worked on a Saturday and/or Sunday.

ARTICLE 23 - PAY ADMINISTRATION

- 23.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in Appendix A .
- 23.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer, In no case shall the employee be paid at less than the minimum rate.
- 23.03 a) 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. In no case shall the employee be paid higher than the maximum rate in the new position.
- b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
- 23.04 An employee appointed or reclassified to a position rated the same as his or her prior position shall receive at least the same incremental rate in his or her new position. If there is no such incremental rate the employee shall receive the next higher incremental rate.
- 23.05 a) 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.
- b) **An** employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than his or her prior position and for which the employee has the requisite skills and abilities shall continue to receive the same rate of pay. The employee shall receive

incremental rate increases on the same basis as if he or she had not been reclassified but shall not receive negotiated salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.

- c) An employee who is demoted shall receive the lesser of his or her current rate of pay and the maximum incremental rate in the new position.

23.06 Clause 23.05 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 clause 23.07.

23.07 Pay Increments

- a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is the period identified in Appendix A.

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

- b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.
- c) The Employer may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When the Employer intends to withhold a pay increment from an employee, the Employer shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.

An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months subsequent reviews shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.

- d) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

- 23.08 a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit he or she shall receive the lesser of his or her current salary or the maximum incremental rate for the new position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.
- b) The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 23.09 For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.
- 23.10 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.
- 23.11 When an employee is required by the Employer to substantially perform the duties of a higher rated classification band in an acting capacity and performs those duties for at least one (1) complete shift, the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with Clause 23.03. 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. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.
- 23.12 In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.
- 23.13 It is understood by the parties that there shall be no pyramiding of premiums under this agreement.
- 23.14 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

ARTICLE 24 - LEAVE - GENERAL

- 24.01 An employee is entitled to be informed upon request of the balance of his/her vacation, sick and compensatory leave credits.
- 24.02 The amount of leave with pay earned but unused credited to an employee at the time when this agreement is signed, or at the time the employee becomes subject to this agreement, shall be retained by the employee.

ARTICLE 25 - DESIGNATED PAID HOLIDAYS

25.01 Subject to clause 25.02 the following days shall be designated paid holidays for employees.

- a) New Year's Day
- b) Family Day (3rd Monday of February)
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) The first Monday in August
- m) One additional day when proclaimed by an Act of Parliament as a national holiday.

25.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 28 - Leave With or Without Pay for Alliance Business.

25.03 When a day designated as a holiday under clause 25.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.

When two (2) days designated as holidays under clause 25.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

25.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 25.03,

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

and,

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

25.05 An employee who works on a holiday shall be paid:

- a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or,
- b) upon request, and with the approval of the Employer, the employee may be granted:
 - i) a day leave with pay (straight-time rate of pay) at a later day in lieu of the holiday,
and,
 - ii) pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,
and,
 - iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.
- c)
 - i) subject to operational requirement and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - ii) when in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid out at the employee's straight-time rate of pay.
 - iii) the straight-time rate of pay referred to in 25.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

25.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 25.05 or three (3) hours pay at the applicable overtime rate of pay.

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

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

25.09 This clause applies only to grandfathered firefighters at the signing of this agreement:

- a) The designated paid holidays in a calendar year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include the number of designated paid holidays outlined in clause 25.01.

- b) Each employee shall select the method of lieu day compensation which he/she prefers. Such selection shall be made prior to January 01, and shall remain valid for the following year.
- c) The employee shall select one of the following methods of lieu day compensation:
 - i) cash payment;
 - ii) compensatory leave;
 - or
 - iii) combination of cash payment and compensatory leave.
- d) The employee shall make such selection known to the Employer and in the manner required by the Employer.
- e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- f) An employee who has elected the lieu leave method shall have his/her lieu days scheduled in the calendar year in which they are credited to him/her. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:
 - i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
 - ii) schedule any remaining lieu days after consulting with the employee, if as of June 1 the Employer has been unable to accommodate an employee's request or no request has been filed, such schedule shall be subject to at least twenty eight (28) days advance notice;
 - iii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- g) Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.
- h) At the end of each calendar year, the employee shall be paid in cash for each unused lieu day at one and one-half (1 1/2) times his daily rate of pay.

ARTICLE 26- VACATION LEAVE

- 26.01 The vacation year shall be from January 1st to December 31st of the following calendar year, inclusive.
- 26.02 For the purpose of vacation leave, service is defined as:
 - (a) the length of service with the Employer for employees hired subsequent to August 1, 1992;

- (b) the length of service with the Employer and the Federal Government, for former Transport Canada employees who joined Edmonton Airports at the date of transfer, August 1, 1992.
- 26.03 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year.
- 26.04 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.
- 26.05 Where, in respect of any period of vacation leave with pay, an employee is granted:
- (a) bereavement leave, or,
 - (b) leave with pay because of illness in the immediate family, or,
 - (c) sick leave on production of a medical certificate,
- the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 26.06 When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:
- a) in proceeding to the employee's place of duty,
 - 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.
- 26.07 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 26.06 to be reimbursed for reasonable expenses incurred by the employee.
- 26.08 When the Employer cancels a period of vacation which it has previously approved in writing, the employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 26.09 When an employee dies or otherwise ceases to be employed,
- a) the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment;
- or.

- b) the Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 26.09 (a).
- 26.10 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the employee's rate of pay at the time of the termination of the employee's employment.
- 26.11 a) The Employer agrees to issue advance payments of estimated net salary for approved vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commenced.
- b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.
- 26.12 A firefighter 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 firefighter has completed less than eight (8) years of service;
 - a) fourteen (14) shifts per fiscal year **after** the firefighter has completed eight (8) years of service;
 - c) eighteen (18) shifts per fiscal year after the firefighter has completed seventeen (17) years of service;
 - d) twenty-one (21) shifts per fiscal year after the **firefighter** has completed twenty-five (25) years of service.
- 26.13 In scheduling vacation leave with pay to a firefighter the employer shall, subject to operational requirements and to Article 37 - Seniority, make every reasonable effort;
- a) not to recall an employee to duty after the employee has proceeded on vacation leave;
 - b) to grant the employee's vacation leave during the fiscal year for which it is earned, if so requested by the employee not later than June 1;
 - c) to comply with any request made by an employee before January 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;
 - d) to grant the employee vacation leave for at least fourteen (14) consecutive days if so requested by the employee not later than June 1;

- e) to grant the employee's vacation leave on any other basis requested by the employee if the employee makes the request not later than June 1 ;
 - f) to grant an employee vacation leave when specified by the employee if
 - i) the period of vacation leave requested is less than a week,
 - and,
 - ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested;
 - g) to ensure that, at the request of the employee, vacation leave in periods of two (2) weeks or more is started following a scheduled period of rest days.
- 26.14 The Employer may for good and sufficient reason grant vacation leave on shorter notice than provided for in clause **26.13**.
- 26.15 Where in any fiscal year an employee has not been granted all of the vacation leave credited to that employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.
- 26.16 Where an employee dies or otherwise terminates employment after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (4%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

ARTICLE 27 - EDUCATION AND CAREER DEVELOPMENT LEAVE

- 27.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 27.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.

- 27.03 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 services of the Employer for a period of not less than the period of the leave granted. If the employee (except with the permission of the Employer):
- a) fails to complete the course;
 - b) does not resume employment with the Employer on completion of the course;
- or,
- c) ceases to be employed except by reason of death or 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 or such lesser sum as shall be determined by the Employer paid to him/her under this article during the education leave.
- 27.04
- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development;
 - (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
 - b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 27.04 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
 - c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

ARTICLE 28 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS

- 28.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Labour Relations Board.
- 28.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

- 28.03 The Employer will grant leave with pay to an employee who is:
- a) party to the arbitration,
 - b) the representative of an employee who is party to an arbitration.
- 28.04 The Employer will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board.
- 28.05 The Employer will grant leave with pay to two (2) employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance until the expiry of the current collective agreement. The number of employees on the negotiating team will not exceed three (3).
- 28.06 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 28.07 The Employer will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 28.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of Local 30315, the Employer agrees, on receipt of reasonable advance notice, to grant leave without pay.
- 28.09 An employee who has been elected or appointed to a fulltime office of the Alliance or the Component or the Local shall be entitled to leave without pay for the period during which he/she is elected or appointed to hold office.
- During the above mentioned leave the employee will continue to contribute to and accrue benefits as though he/she was at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.
- An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to his/her former classification and if practicable, his/her former position.
- 28.10 Requests for leave for Alliance or Union Business will be made in advance, in writing.

ARTICLE 29 - OTHER LEAVE WITH OR WITHOUT PAY

- 29.01 Marriage Leave with Pay
- a) After the completion of one (1) year's continuous employment with the Employer, and providing the employee gives the Employer at least five (5) days notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.

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

29.02 Personnel Selection Leave

Where an employee participates in a personnel selection process, for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process.

29.03 Leave with Pay for Family Related Responsibilities

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

29.04 Court Leave

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

- a) for jury duty;
- b) for attendance as a subpoenaed witness.

29.05 Injury-on-Duty Leave/Work Related Illness Leave

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the Provincial Worker's Compensation Act, and the Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of

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

or,

- b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to 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's agent has paid the premium.

29.06 Religious Holy Days

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

Employee may exchange one of the Designated Paid Holidays listed in Article 25 for a requested day off with pay under this clause.

29.07 Bereavement Leave with Pay

- a) 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 **partner residing** with the employee), child (including child of common-law **partner**), stepchild or ward of the employee, **grandparent**, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (**4**) calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- c) An employee is entitled to one (1) day's bereavement leave in the event of the death of his or her son-in-law, daughter-in-law or brother-in-law, sister-in-law.
- d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.

- e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided in paragraphs (b) and (c) of the clause. Such leave shall not be unreasonably withheld.

29.08 Maternity Leave Without Pay

- a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than **seventeen (17)** weeks after the termination date of pregnancy.
 - a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be extended beyond the date falling **seventeen (17)** weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.
 - b) In any case described in subsection (i) (a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i) (a).
- (ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (iii) An employee may elect to:
 - a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
 - b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
- iv) where an employee has the actual care and custody of her newborn child, that employee is entitled to additional **parental leave without pay pursuant to clause 29.09** of up to **thirty-seven (37)** weeks ending not later than fifty-two (52) weeks after the child comes into the employee's care.

- b) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (**4**) weeks in advance, unless there is a valid reason why that notice cannot be given, of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- c)
 - (i) After completion of six (6) months continuous employment, an employee who agrees, to return to work (on the date of the expiry of her maternity leave) for a period of at least six (6) months and who provides the Employer with proof she has applied for and is in receipt of **Employment** Insurance benefits pursuant to Section 22 of the **Employment** Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary **Employment** Benefit Plan.
 - (ii) An applicant under clause 29.08(c)(i) shall sign an agreement with the Employer, providing:
 - (a) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;
 - (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
 - (iii) Should the employee fail to return to work as per the provisions of clause 29.08 (c)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- d) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary **Employment** Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving **employment** insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the **EI** benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in **EI** benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period.
 - (iii) for a full-time employee the weekly rate of pay referred to in clause 29.08 (d) (i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;

- (iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 29.08 (d) (i) or (ii) shall be adjusted accordingly.
 - (v) employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- e) When an employee who is pregnant or nursing expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or nursing child, the Employer shall address the matter in a manner consistent with the Canada Labour Code, Part III, Section 204.
 - f) The aggregate amount of maternity or parental leave that may be taken by an employee or an employee-couple (spouse or common-law partner relationship) in respect of the same birth or adoption shall not exceed **52** weeks.

29.09 Parental Leave Without Pay

The aggregate amount of maternity or parental leave that may be taken by an employee or an employee-couple (spouse or common-law partner relationship) in respect of the same birth or adoption shall not exceed **52** weeks.

Should an employee-couple utilize only parental leave (not eligible for maternity leave), the aggregate amount of parental leave that may be taken by this employee-couple shall not exceed **37** weeks.

- a) An employee who intends to request parental leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of his/her newborn child or the expected custody date of his/her adopted child (that being a child below the age of majority).
- b) An employee may request parental leave without pay at least **(4)** weeks prior to the expected date of the birth of his/her newborn child or the expected custody date of his/her adopted child unless there is a valid reason why that notice cannot be given, and subject to section (c) of this clause, shall be granted parental leave without pay for a period of up to thirty-seven (37) weeks beginning on or after the date of the birth of his/her child or the date of custody of the adopted child. Such leave shall be taken within the fifty-two (52) weeks following the date of the birth of the child or acceptance of custody.
- c) The Employer may:
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) grant the employee parental leave with less than four **(4)** weeks' notice prior to the acceptance of custody of an adopted child;

- ii) require an employee to submit a birth certificate of the child;
- iii) require an employee to submit proof of adoption.

29.10 Leave granted under clause 29.08, and 29.09 shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

For the purposes of earning sick leave credits under the Sick Leave With Pay Article and of earning vacation leave credits under the Vacation Leave With Pay Article, the employee is deemed to have received pay while on leave under Article 29.08 and 29.09.

29.11 Leave Without Pay for the Care/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 be 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 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.
- d) time spent on such leave shall not be counted for pay increment purposes.

29.12 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Employer shall grant:

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

Leave without pay for periods greater than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay, "service" for the purpose of calculating vacation leave, and shall not be counted for pay increment purposes.

ARTICLE 30 - STAFFING PROCEDURE

- 30.01 The Employer shall post all permanent vacancies and newly created positions in the bargaining unit.
- 30.02 a) The postings shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. Subject to 30.02 (b) candidates are required to indicate their interest in writing, no later than 5:00 p.m. on the closing date.
- b) In the event an employee is on leave at some point through the duration of the posting period the following applies:
- i) it is the employee's responsibility to check all bulletin boards prior to going on leave. If there is a career opportunity on the boards in which the employee is interested, the employee shall apply prior to the closing date.
- ii) if an employee is aware of a career opportunity which he or she believes will be posted during the employee's absence, the employee is responsible for applying prior to the closing date.
- iii) if the career opportunity is posted after an employee has commenced leave and the employee returns after the closing date, the employee is responsible for applying on the job upon his/her first scheduled day back to work. The employee's supervisor will be able to advise the employee what positions were posted in their absence. An employee shall be eligible to apply on the posting provided that the interview process has not been completed.
- 30.03 The poster shall contain the following information:
- a) the skills, qualifications, abilities and experience required of the position to be filled; and,
- b) the salary of the position to be filled.
- 30.04 The skills, qualifications, abilities and experience contained in the posting shall be reasonable in relation to the position being filled.
- 30.05 A copy of the poster shall be forwarded to the Union prior to posting.
- 30.06 The candidates shall be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 30.07 The Employer representative conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the position as posted. In filling the job vacancy, the position shall be awarded based on skills, qualifications, abilities and experience.
- 30.08 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason (s) will also be communicated in writing.

- 30.09 In the event that the Employer decides to consider applications from individuals outside the bargaining unit, the Union will be notified at the time of posting. However, candidates from the bargaining unit will be given preference in all competitions.
- 30.10 The Employer may establish eligibility lists for specific positions, by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 30.11 Clause 30.01 to 30.09 will also apply to Acting and Temporary assignments which exceed ninety (90) days.

The exceptions to the above, such as Developmental assignments, will be discussed and agreed with the Union. Agreement will not be unreasonably withheld.

- 30.12 If requested by the Employer and the parties agree, selected temporary or short-term special project assignments which exceed ninety (90) days may be exempted from clauses 30.01 to 30.09. In such cases, position will be staffed as follows:
 - i) internal employees will be provided with the first opportunity to compete for these positions, however candidates from the bargaining unit will be given preference in all competitions.
 - ii) notice will be communicated to all employees via e-mail and bulletin boards and the posting shall indicate the following information:
 - ⇒ title of position and department
 - ⇒ length of assignment
 - ⇒ classification and salary range of position
 - ⇒ a brief description of the duties
 - iii) the notice will be posted for five (5) calendar days. Applicants are required to indicate their interest in writing.
 - iv) in the event the position is not staffed through the process outlined above, the Employer may consider applications from external candidates.
- 30.13 All staffing actions by the Employer will be done in a fair and reasonable manner.

ARTICLE 31 - JOB CLASSIFICATION

- 31.01 When there is a new position created or when an evaluation of an existing position is completed, and there is a disagreement with the classification band assigned to the position by Management, the issue may be referred to the grievance article contained in this agreement.
- 31.02 If, during the term of this Agreement, a new classification standard is established, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of the employees on their movement to the new levels.

ARTICLE 32 - STATEMENT OF DUTIES

- 32.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification band and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 33 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 33.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative (s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.
- 33.02 a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
 - (ii) any written document which provides instructions to the person conducting the review;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 33.03 An employee has the right to make written comments to be attached to the performance review form.
- 33.04 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for his or her examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of his/her personnel file.

ARTICLE 34 - TECHNOLOGICAL CHANGE

- 34.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 34.02 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 Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.

- 34.03 The notice mentioned in clause 34.02 shall be given in writing and shall contain the following information:
- a) the nature of the technological change,
 - b) the date upon which the Employer proposes to effect the technological change,
 - c) the approximate number, type, and location of employees likely to be affected by the change,
 - d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
 - e) all pertinent data relating to the anticipated effects on employees.
- 34.04 Once the Employer has given the Alliance the notice described in 34.02 the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:
- a) a detailed description of the nature of the proposed technological change;
 - b) the names of those employees who will initially be likely to be affected by the proposed technological change; and,
 - c) the rationale for the change.
- 34.05 During the notice period described in Article 34.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the 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.

ARTICLE 35 - LAYOFF/RECALL AND SEVERANCE

- 35.01 The Union shall be advised in writing at least one hundred and twenty (120) days in advance of any reductions in the indeterminate workforce, planned by the Employer. The notice will outline the reasons for the workforce reductions, the location and number of employees affected.

The parties will, through the consultation process, review possible alternatives to the workforce reduction (including voluntary layoffs) and on the support to be provided to the affected employees and on the application of this Article.

- 35.02 The Employer may offer voluntary early retirement or a separation incentive ("lump sum" buy out for voluntary layoff) to any employee. Where the Employer meets with an employee to advise them of such opportunities, the employee may request and be represented by an Alliance representative.
- 35.03 There shall be no temporary or permanent layoff of any indeterminate employee, who is employed in the bargaining unit provided the employee agrees to be assigned **or** appointed to another vacant position in accordance with this Article.

35.04 An indeterminate employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position at the same classification band within the bargaining unit providing the employee can establish that he or she has the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. If an employee refuses an assignment or appointment to a position at the same classification band within the bargaining unit he/she shall be laid off with recall rights as provided for in this article.

35.05 Should there be no vacant position available in 35.04 above, an employee may be assigned to a vacant position of a lower classification band in the bargaining units providing the employee can establish that he or she has the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. The employee will have priority rights to return to a position at the same classification band as his/her former position.

If an employee accepts an assignment to a lower classification band with a lower maximum rate of pay that employee shall be salary protected (at the rate of pay provided for his/her former position). Should an employee subsequently refuse an appointment to a position at the same classification band as his/her former position that employee will lose the benefit of being salary protected on the following pay period and will be appointed to the lower classification band position to which he/she had been assigned.

If an employee refuses an assignment to a position at a lower classification band within the bargaining unit he/she shall be laid off with recall rights as provided for in this article.

35.06 a) Employees subject to layoff will be notified sixty (60) days in advance of their layoff date.

During this period those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for related travel.

b) Employees to be laid off will also be provided with a job search assistance program coordinated by the Human Resources Department.

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

a) accepting layoff, retaining the right of recall for up to **eighteen (18) months**; or,

b) accepting termination from the Employer with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined below; or,

c) displacing the most junior employee within his or her current classification, providing the employee can establish that he or she has the ability to perform the job. The employee shall notify the Employer within one (1) week of notice of lay-off of the decision to displace another employee.

- 35.08 Any employee displaced from their position as a result of 35.07 (c) above will have the option of exercising their rights outlined in 35.07 (a) or 35.07 (b) or of displacing the most junior employee within their bargaining unit provided the employee can demonstrate that they have the ability to perform the job. The employee shall notify the Employer of his or her intent to displace another employee within one (1) week of receiving notice that they are being displaced as a result of 35.07 (c) above.
- 35.09 Employees affected by the reduction who are appointed to a lower level position shall have their salary protected in accordance with the provisions of this Agreement.
- 35.10 Full-time employees will not be required to accept part-time employment.
- 35.11 Employees who are displaced will become subject to the provisions of this Article.
- 35.12 In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. During such period, employees will be required to utilize their accumulated lieu and compensatory pay prior to receiving regular salary.
- 35.13 Recall
- a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of **eighteen (18) months** from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
 - b) An employee who is laid off shall have the right of recall for a period of **eighteen (18) months** for any vacant or newly created bargaining unit positions of which the employee is qualified to perform or may qualify within a reasonable training period.
- 35.14 Severance
- Shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:
- a) Lay-off

Two (2) week's pay for **each of** the first **three (3) years of continuous** employment subsequent to August 01, 1992, and one (1) week's pay for each additional year of employment thereafter.
 - b) Resignation

On resignation, an employee with ten (10) or more years of employment, one-half (1/2) week's pay for each complete year of employment subsequent to August 01, 1992, up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks pay.

c) Retirement

On retirement a severance payment in respect of the employee's employment of one (1) week's pay for each complete year of employment subsequent to August 01, 1992, and, in the case of a partial year of employment shall be prorated to a maximum of thirty (30) weeks' pay.

d) Death

In the event of the death of an employee, there shall be paid to the employee's estate a payment comprised of one (1) week's pay for each complete year of employment subsequent to August 01, 1992. Partial years of employment shall be pro-rated.

35.15 When an employee has completed more than one (1) year of employment and ceases to be employed by reason of incapacity or incompetence a severance payment of one (1) week's pay for each year of employment subsequent to August 01, 1992 with a maximum benefit of twenty-eight (28) weeks.

35.16 No employee who is a member of a bargaining unit covered by this agreement, on the date of signing, shall be subjected to lay-off as a direct result of his/her work being performed by contract. Any employee whose work is being contracted out will be guaranteed employment and will be fully salary protected until such time as that employee refuses a permanent position at a salary level at least equivalent to his/her contracted position. Such employee shall be subject to the provisions of this article.

ARTICLE 36 - BREAK IN SERVICE AND EMPLOYMENT

36.01 Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay as per the provisions of Article 35;
- c) is discharged for just and sufficient cause;
- d) abandons his or her position by failing to report for duty for five (5) consecutive work days unless he or she has notified the Employer in advance and has provided a reason acceptable to the Employer.

ARTICLE 37 - SENIORITY

- 37.01 a) Seniority shall mean the length of continuous service with the Employer since:
- i) date of hire after August 01, 1992, in the bargaining unit, and; in addition,
 - ii) if transferred from Transport Canada, continuous bargaining unit service prior to August 01, 1992 with the Federal Government.

For greater certainty, service prior to the respective dates of transfer referred to in 37.01 ii) above is included on the seniority list dated January 01, 2000.

Seniority will not be transferable between bargaining units except as outlined in 37.06 (a) of this Article.

- b) separate seniority lists shall be established for the firefighter and fire captain bargaining units. These lists will be posted in the appropriate work areas. Seniority shall be established upon completion of the probationary period and shall count from date of hire.
- 37.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.
- 37.03 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 26 - Vacation) and, in layoffs and recalls from layoff (subject to Article 35, Layoff/Recall & Severance).
- 37.04 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:
- a) the employee who commenced work at the earliest hour of the day shall be senior;
 - b) if a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Alliance.
- 37.05 a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised on November 01, of each year by the Employer and posted on bulletin boards, with a copy forwarded to the President of the local Union. Upon request, the Employer shall provide the local union with a revised seniority list when required.
- b) An employee who feels that he/she is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 37.06 a) For the purpose of Layoff/Recall and the application of clause 35.08 of the Article 35 - Lay-off/Recall and Severance, employees permanently appointed to a position outside their bargaining unit but within the other firefighting unit or general bargaining unit shall retain but cease to accumulate seniority in their former bargaining unit for a period not to exceed three (3) years.
- b) Employees permanently appointed to a position outside the bargaining units shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
 - c) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
 - d) No employees shall be transferred to a position outside the bargaining units without his/her consent.

- 37.07 An employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.
- 37.08 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit. This does not apply to past employees who have accepted a voluntary separation which provided for a buyout package additional to that provided for in Article 35.14 unless the employee is re-employed within three (3) years of termination.
- 37.09 Leave granted in excess of three (3) months under clauses 29.12 or 29.13 shall not be counted for the calculation of seniority.

ARTICLE 38 - HEALTH AND SAFETY

- 38.01 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 Alliance, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

- 38.02 The Employer and the Alliance agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 38.03 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 three (3) management representatives appointed by the Employer and three (3) Alliance representatives appointed by the Alliance.

- 38.04 a) When an Alliance representative notes that the quality of the environment is deteriorating, he/she is obliged to inform the Employer without delay in writing, or orally if he/she believes the situation is urgent.

Accordingly, the Employer shall:

- (i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide him/her with a copy of the report arising from these inspections, analyses and investigations;
- (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.

- b) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.
- c) If the Alliance or the Local of the Alliance is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- d) The Alliance representative must be present at all investigations or inspections arising under paragraph (c) of this clause.

38.05 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.

38.06 All firefighters shall be first aid certified to Canadian Aviation Regulations, Aerodromes and Airports Standards. Current certificates covering St. Johns First Aid, CPR and Oxygen Therapy, or equivalents, will be provided.

38.07 When an employee who is pregnant or nursing expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or nursing child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the matter will be dealt with in a manner consistent with the Canada Labour Code, Part II, Section 132. The Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit. The employee will continue to receive the wages and benefits that are attached to her job for the period during which she does not perform the job.

ARTICLE 39 - SICK LEAVE WITH PAY

39.01 Firefighters whose work schedules requires one hundred and eighty two (182) shifts per year will earn credits at the rate of eleven-twelfths of a shift for each calendar month for which the employee earns pay for at least seven (7) shifts to a maximum of fifty-two and one half (52 1/2) shifts.

39.02 Employees with sick leave credits banked greater than the limits established in 39.01 will not have their bank automatically reduced by the limits; however, they will not accumulate sick leave credits unless their bank, through use of sick leave, is reduced below the limits established in 39.01.

39.03 When an employee is unable to perform his/her duties because of illness or injury the employee will be eligible for sick leave with pay as per clause 39.04, 39.05, and 39.06.

39.04 a) When an employee is ill for five (5) days or less, the absence will be paid at 100% of the employees normal rate of pay provided the employee has sufficient credits.

- b) When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may be granted to an employee. The employer shall not unreasonably deny the advance of sick leave credits.

39.05 If an employee is absent due to illness for more than five (5) days, the employee will be paid short term disability at 80% of their normal weekly earnings from the sixth (6th) day up to and including the sixty-fifth (65th) day of absence.

If an employee has accumulated sick leave credits in their bank, their credits will replace the short term disability payments on a day to day basis.

If an employee returns to work within the twelve (12) week period and subsequently goes off on illness again within two (2) weeks, it will be deemed to be a "continued illness" and the employee would continue on Short Term Disability as if they had not returned to work.

39.06 The maximum period an employee will normally be eligible for the short term disability plan is twelve (12) weeks. If the employee has sick leave credits remaining in their bank after the above twelve (12) week period the credits will be utilized. All sick leave credits must be utilized prior to qualifying for long term disability.

39.07 a) Unless otherwise informed in advance and for a valid reason by the Employer, a statement signed by the employee stating that because of illness or injury, he or she is unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 39.03 if the period of leave with pay requested does not exceed three (3) shifts, but no employee shall be granted more than seven (7) shifts sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

- b) Where the Employer requires a medical certificate, as outlined in (a)above, the employee will submit the medical certificate upon his/her return to work.

39.08 Return of Credits Where Injury on Duty is Approved

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

39.09 Return of Credits During Period of Compensatory Leave

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.

39.10 Sick leave credits earned but unused by an employee during a previous period of employment with the Edmonton Regional Airports Authority (or predecessor) shall be restored to an employee whose employment was terminated by reason of lay-off and who is recalled back to work within one (1) year from the date of lay-off.

ARTICLE 40 - PENSIONS

40.01 Edmonton Regional Airports Authority will provide pension benefits as follows:

a) Alternate Plan

This includes employees who have elected to participate in the "Alternate Plan" at the date of transfer. Employees covered by the plan are required to contribute, by way of payroll deduction, 8.5% of their pensionable earnings less CPP contributions. The Employer will contribute such amounts which may be required to provide benefits under the plan.

b) Standard Plan

This includes employees who have elected to participate in the "Standard Plan" at the date of transfer and all employees who join ERAA after the date of transfer. This is a non-contributory plan. The cost of all benefits will be paid by the Employer,

40.02 Normal Retirement Benefit

a) Alternate Plan

For eligible employees the Alternate Plan provides a retirement benefit as follows:

i) For credited service prior to August 01, 1992, (if an employee transferred their PSSA credits in accordance with the reciprocal agreement),

2% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) multiplied by the Member's credited Service up to and including July 1, 1992.

less.

0.7% multiplied by the Member's Average Monthly Maximum Pensionable Earnings multiplied by the Member's Credited Service on and after January 01, 1966 up to and including July 31, 1992.

ii) For credited service on or after August 01, 1992,

2% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) multiplied by the Member's Credited Service on and after August 01, 1992,

less,

0.7% multiplied by the Member's Average Monthly Maximum Pensionable Earnings multiplied by the Member's Credited Service on and after August 01, 1992.

b) Standard Plan

For eligible employees the Standard Plan provides a retirement benefit as follows:

- i) for credited service prior to August 01, 1992, (if an employee transferred their PSSA credits in accordance with the reciprocal agreement).

2% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) multiplied by the Member's Credited Service up to and including July 31, 1992.

less,

0.7% multiplied by the Member's Average Monthly Maximum Pensionable Earnings multiplied by the Member's Credited Service on or after January 01, 1966, up to and including July 31, 1992.

- ii) For credited service on or after August 01, 1992,

1% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) by the Member's Credited Service on or after August 01, 1992.

40.03 Both the Alternate and Standard Pension Plans provide for 100% inflation indexing.

40.04 The normal retirement age is age sixty-five (65) however an employee may retire without a penalty reduction as follows:

- i) at age 60 providing the employee has two (2) years of service,
ii) as early as age fifty-five (55) providing the employee has thirty (30) years of service.

40.05 Further information on the ERAA pension plans are provided in the ERAA Pension Plan Text, a current copy of which shall be provided to the Alliance.

ARTICLE 41 - HEALTH AND BENEFIT PLANS

41.01 Eligibility

- a) Full-time employees will be eligible for coverage as of date of hire.
b) Term employees will be eligible for coverage after six (6) months of continuous employment.

41.02 The Employer will pay the cost of the premium for the Alberta Health Care plan for eligible employees.

41.03 a) For eligible employees, the Employer will provide an Extended Health Care Plan providing;

- i) 80% coinsurance for prescription drugs

- ii) 100% coinsurance for hospital expenses
- iii) a vision care benefit with a \$200 maximum per each consecutive 24 month period.

The vision care benefit shall increase to \$275 maximum per each consecutive 24 month period effective January 1, 2005. The increase to this benefit cannot be claimed until the employee's or dependent's next 24 month period of eligibility.

An employee may substitute the amount equal to the vision care benefit towards laser eye surgery instead of prescription eyewear.

- b) The Employer will pay the premium costs of the Extended Health Care Plan.
- 41.04 a) For eligible employees the Employer agrees to provide a Dental Plan providing:
- i) 90% for the approved schedule of fees for basic and preventative services;
 - ii) 60% coverage of dental lab work (60% of the fixed fee determined for the procedure);**
 - iii) 50% of the approved schedule of fees for major and restorative services up to a maximum of combined limit with basic services to \$1500 per calendar year per insured person.
 - iv) 50% of the approved schedule of fees for orthodontic services to a lifetime maximum of \$2500 per insured person.
- b) The Employer will pay the premium cost of the dental plan.
- 41.05 a) For eligible employees, the Employer agrees to pay 75% of the premium for the Long Term Disability Plan providing:
- i) 70% of the employee's current salary.
- b) This clause applies only to those employees who are actively at work for minimum twenty (20) hours per week.
 - c) Without limiting the parties legislative obligations with regard to its duty to accommodate, the parties agree that in the event of a dispute concerning the insurer's medical opinion concerning the return of an employee on LTD to a modified work program, the parties shall agree to an independent medical review.
- 41.06 a) For eligible employees, the Employer will provide an optional life insurance plan, dependent life insurance plan and accidental death and dismemberment (AD&D) insurance plan.
- b) Employees will pay the premium costs of the above plans.
- 41.07 Subject to the exceptions outlined in 41.08 below, employees who are on leave without pay for longer than thirty (30) calendar days will be responsible for the cost of all benefit premiums.

- 41.08 Employees who are on leave pursuant to clause 29.08, 29.09, or on long term disability will continue to be responsible for the cost of all benefit premiums which are normally paid by the employee. Provided that the employee continues to pay his/her share of the cost of these premiums, then the benefits which are normally paid by the Employer will continue during the period of approved leave or approved long term disability.
- 41.09 a) The Employer will provide an Employee and Family Assistance Plan for all eligible employees.
- b) The Employer will pay the cost of the premium for this plan.
- 41.10 Further information and **coverage for** benefit and life insurance plans is included in **Edmonton Airports'** benefit plan booklets.

ARTICLE 42 - REGISTRATION FEES

- 42.01 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 performance of the duties of his/her position.

ARTICLE 43 - BILINGUAL POSITIONS

- 43.01 The Employer will determine if a requirement for a bilingual position exists.
- 43.02 Employees who occupy a bilingual position and who can demonstrate proficiency as required by the Employer will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.
- 43.03 Term employees with less than six (6) months of continuous service are not eligible for a bilingual allowance.

ARTICLE 44 - PARKING

- 44.01 The Employer agrees to provide parking at no cost to employees working at the Edmonton International Airport.
- 44.02 The Employer agrees to continue the current practice of providing passes for employees who use the Airporter Bus Service for commuting to work.

ARTICLE 45 - TRAVEL

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

45.02 Through the consultation process the Employer will determine travel standards and procedures which will ensure that employees are, 1) afforded transportation and accommodation that are of good quality and reasonable; 2) that allowances, rates and conditions of reimbursement are sufficient to ensure that employees will not be out of pocket for expenses incurred while travelling on Employer business.

ARTICLE 46 - UNIFORMS AND CLOTHING

46.01 For the health and safety of employees and the public image of the Edmonton Regional 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.

46.02 The following outlines the clothing to be provided;

Firefighters

(i) Dress Uniform *Applicability: (Officers only)*

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
Tunic	1	each
Shirt	1	each
Necktie	1	each
Trousers	1	each
Service Cap (with badge)	1	each
Shirt	1	each

FR's will have the option to substitute a full dress uniform for a jumpsuit under ii) below.

Replacements will be made as required, based on wear and tear. Alterations required after initial fitting are the responsibility of the individual.

(ii) Work Uniform *Applicability: All personnel*

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
Trousers	pair 2 initial issue	As required
Shirts, cotton	ea 4 initial issue	As required
Nylon jacket	ea 1	3 years
Wool sweater	ea 1	As required
Belt w/buckle	ea 1	As required
Jumpsuit *(see above)	ea 1	As required
Tee-shirts	ea 4 initial issue	2 every 2 years
Ball Caps	ea 1	1 annually

Initial fitting is the responsibility of the Employer. Subsequent alterations are the responsibility of the employee. Work uniform will be issued on completion of basic training when a person is assigned to a crew and commences shift rotation. Coveralls will be provided to trainees as required.

- 46.03 Supply and installation of Identification Crests shall be the responsibility of the Employer.
- 46.04 The Employer shall provide the Employees who are required to wear safety footwear with suitable safety footwear as frequently as every two years if required. All safety boots shall be CSA approved. All boots must be selected and purchased through the Materials Management Department. The maximum amount paid by the Employer for safety boots is \$150.00.
- 46.05 The Employer will continue the practice of providing sunglasses for Firefighters. Sunglasses will be replaced only if they are damaged beyond repair while the employee is on shift. All sunglasses must be selected and purchased through the Materials Management Department.

In the alternate and if requested by the employee, an amount equal to the purchase cost of sunglasses may be applied against the employee's purchase of prescription sunglasses required in the course of their duties.

- 46.06 Firefighters will have a joint committee to discuss review and recommend changes to the clothing policies.

ARTICLE 47 - STANDARD OPERATING GUIDELINES

- 47.01 Employees shall comply with all Fire Rescue Service rules and regulations, including those relating to conduct and work performance. The Employer agrees that imposition of Fire Rescue Service rules and regulations shall be subject to the grievance procedure in the event that any employee is disciplined for failure to comply with any such rule or regulation.
- 47.02 Standard Operating Guidelines shall not contravene the Canada Labour Code, the Canadian Human Rights Legislation, or the Collective Agreement, and an allegation of such contravention is subject to the grievance procedure.

ARTICLE 48 - LONG SERVICE PAY

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

Period of Continuous Employment in the Public Service and E.R.A.A.

<u>Annual</u>	<u>Amount</u>
5 to 9 years	\$240
10 to 14 years	350
15 to 19 years	480
20 to 24 years	610
25 to 29 years	740
30 years or more	870

48.02 An employee who does not receive at least eighty-four (84) hours pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in Clause 48.01 for each month for which he/she receives at least eighty-four (84) hours pay.

48.03 Where an employee does not complete the employee's specified period of continuous employment in the Public Service and ERAA upon the first day of a calendar month, the employee shall, for the purpose of Clause 48.01 be deemed to have completed the specified period of employment;

a) on the first day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month,

and

b) on the first day of the subsequent month in any other case.

ARTICLE 49 - AGREEMENT RE-OPENER

49.01 This agreement may be amended by mutual consent.

ARTICLE 50 - DEFINITIONS

50.01 For the purpose of this agreement, spouse will, when required, be interpreted to include "common-law" **partner**. A "common-law" relationship will be deemed to exist after twelve (12) consecutive months of cohabitation.

ARTICLE 51 - DURATION

51.01 **The provisions of this agreement will expire on December 31, 2005.**

APPENDIX "A" - RATES OF PAY

ANNUAL RATES OF PAY

*The pay increment period is one (1) year from the anniversary date in the position.

CALCULATION OF WEEKLY RATES OF PAY

For the purpose of this Agreement, "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

Increases:

2003	3.70%
2004	3.50%
2005	3.20%

Annual rates of pay are calculated using hourly rates times 2184 hours based on a 42 hour week.

All increases are effective January 1.

Band 1	Step	Expired	2003	2004	2005
Fire fighter	1	\$21.88	\$22.69	\$23.48	\$24.23
	2	\$22.64	\$23.48	\$24.30	\$25.08
	3	\$23.43	\$24.30	\$25.15	\$25.95
	4	\$24.27	\$25.17	\$26.05	\$26.88
Band 2	Step	Expired	2003	2004	2005
Lieutenant	1	\$24.48	\$25.39	\$26.27	\$27.12
	2	\$25.36	\$26.30	\$27.22	\$28.09
	3	\$26.23	\$27.20	\$28.15	\$29.05
	4	\$27.16	\$28.16	\$29.15	\$30.08
Captain	Step	Expired	2003	2004	2005
	1	\$25.91	\$26.87	\$27.81	\$28.70
	2	\$26.83	\$27.82	\$28.79	\$29.71
	3	\$27.77	\$28.80	\$29.81	\$30.76
	4	\$28.74	\$29.80	\$30.84	\$31.83

Training Premium

When designated and determined by the Employer, a firefighter who leads and conducts a training course on behalf of the Employer while on a regular scheduled shift, shall receive a training premium of an additional two dollars and fifty cents (**\$2.50**) per hour for the total hours spent training.

Letter of Understanding#1

between

The Edmonton Regional Airports Authority

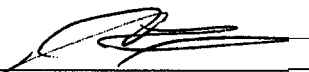
and

The Public Service Alliance of Canada


The parties agree that, operating conditions permitting, firefighters will be granted one (1) hour per shift during their regular work hours to exercise in, order to maintain their physical fitness on apparatus provided by the Employer.

Through a joint consultation process, a review of the exercise facilities and equipment provided to the employees will be conducted as required. Any necessary improvements or changes will be implemented.

Date: May 28/03



Angela Fong
Edmonton Regional Airports Authority



Lynn Whittaker
Public Service Alliance of Canada

Letter of Understanding #2

between

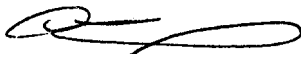
The Edmonton Regional Airports Authority

and

The Public Service Alliance of Canada

The parties agree that both the Employer and the Union have respective responsibilities regarding the duty to accommodate. Within 90 days from the date of signing of the collective agreement, the Employer will meet with the appointed representative of the Alliance to review and discuss the existing accommodation policy.

Date: May 28/03



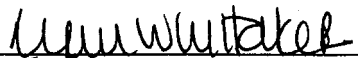
Angela Fong
Edmonton Regional Airports Authority




Lynn Whittaker
Public Service Alliance of Canada

Signed on this 28 day of May, 2003.

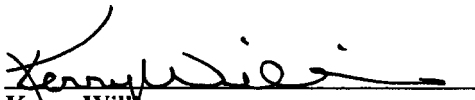
Public Service Alliance of Canada



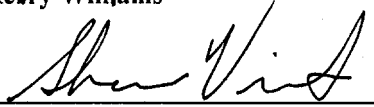
Lynn Whittaker



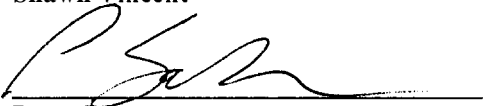
Robyn Benson



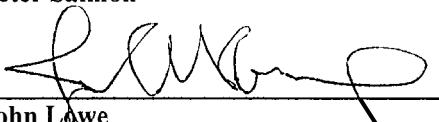
Kerry Williams



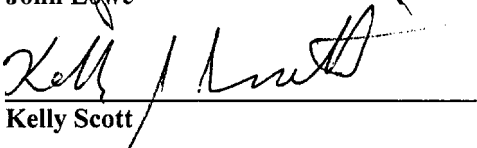
Shawn Vincent



Peter Salmon

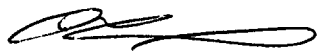


John Lowe

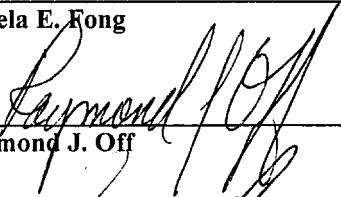


Kelly Scott

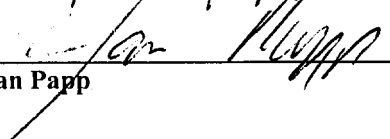
Edmonton Regional Airports Authority



Angela E. Fong



Raymond J. Off



Jan Papp

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