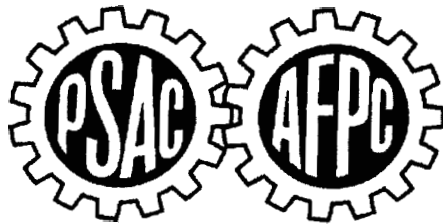


**COLLECTIVE AGREEMENT**

between

**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**UCTE Local 40404**



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and

**Pro-Tec Fire Services of Canada ULC**

December 1, 2005 - November 30, 2009

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## PREAMBLE

### 1.01 Purpose

The general purpose of this Agreement is to establish and maintain harmonious and mutually beneficial collective bargaining relations between the Employer and its employees; to provide for the orderly, prompt and equitable disposition of grievances, without slowdowns, strikes or lockouts; and to establish the wages and other working conditions as outlined in this Agreement.

### 1.02 Plural, Singular, Feminine or Masculine Terms May Apply

Whenever the singular, plural, masculine or feminine is used in this agreement, it shall be considered **as** if the plural, singular, masculine or feminine has been used where the context of the patty or parties hereto **so** require.

## ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Employer agrees to recognize the Union **as** the sole and exclusive bargaining agent for all employees of Pro-Tec Fire Services of Canada ULC employed at the John G. Diefenbaker International Airport, Saskatoon, Saskatchewan, excluding the Fire Chief.

## ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force except **as** specifically limited by the terms of this Agreement. The Employer therefore retains all management rights not otherwise expressly abridged by a specific provision of this Agreement. Without limiting or restricting the foregoing, the Employer has the right to make and amend rules of conduct, policy and procedure for employees.
- 3.02 The management rights set forth in this Agreement and those otherwise retained by the Employer shall be exercised in good faith and without discrimination.

ARTICLE 4  
UNION SECURITY

- 4.01 a) Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- b) The Employer agrees to make deductions for Union dues, and additional Union assessments on the production of appropriate documentation by the Union.
- 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 Union 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 Union 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 Union, shall be permitted to have membership dues and, or other monies deducted by the Employer from the pay of employees who perform bargaining unit work in the bargaining unit unless the Canada Industrial Relations Board orders otherwise.
- 4.06 The Union 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 Work of the Bargaining Unit

Bargaining unit work will be performed by employees covered by this Agreement except that the Fire Chief may perform bargaining unit work for the purposes of training, demonstration, emergency, on any shift when the required minimum number of CARS certified bargaining unit employees are not available for any reason after the Employer has attempted to offer the shift to all such employees, or where otherwise mutually agreed.

5.02 Contracting Out

The Employer shall have the right to contract out any work not currently performed by the bargaining unit or directly related to the performance of fire services duties.

ARTICLE 6  
STIKES AND LOCKOUTS

6.01 No Strike - No Lockout

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this collective agreement or the Union nor shall there be any form of lockout on the part of the Employer.

6.02 Picket Line Safety

No employee may refuse to cross a picket line established by another bargaining unit, including another PSAC bargaining unit. Where an employee expresses concern for his safety in attempting to cross a picket line on the Employer's premises, the Employer will provide the employee with safe access to the workplace.

6.03 Work of Other Bargaining Units

The Employer shall not assign work to any employee which is normally done by a member of a bargaining unit which is lawfully on strike or lockout.

ARTICLE 7  
JOINT UNION MANAGEMENT MEETINGS

- 7.01 The parties agree to hold joint union-management communication meetings upon the request of either party to discuss topics of mutual interest.
- 7.02 The meetings shall be held at mutually convenient times, during regularly scheduled hours of work, and shall not interfere with the performance of regular duties.
- 7.03 Where a meeting is held on a day which is not a regularly scheduled work day for the designated union representative, he shall be paid at his normal rate of pay for all time spent attending the meeting. Any other employee who is on a scheduled day of rest may attend the meeting, but such attendance shall be without pay.
- 7.04 The joint union management communication meetings shall not deal with grievances and shall have no authority to alter or amend the collective agreement.

ARTICLE 8  
INFORMATION

8.01 Copy of Agreement

The Union agrees to supply each employee with a copy of this Agreement.

8.02 Copy of Policies

The Employer will provide to the Union shop steward with a copy of the employee policy manual, standard operating procedures, health and safety policies and any amendments thereto.

ARTICLE 9  
USE OF EMPLOYER FACILITIES

9.01 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed in a location accessible to all employees and upon which the Union shall have the right to post official Union notices. Posting of any other notices or materials shall require the prior approval of the Employer.

## 9.02 Meeting Space

Where practical, the Employer will provide the Union with a meeting space on its premises for the purpose of carrying out Union business, provided that the Union shall seek prior approval from the Employer before scheduling or holding such a meeting and such meetings shall not exceed one (1) hour in duration. Any employees scheduled to work during the meeting shall perform all required duties during any such meetings. Employees who are not scheduled to work during such meetings are not entitled to any pay from the Employer for attending such meetings.

## ARTICLE 10 EMPLOYEE REPRESENTATIVES

### 10.01 Employee Representatives

The Employer acknowledges the right of the employees to appoint or otherwise select other employees covered by this Agreement as their union shop steward or their occupational health and safety representative. The union shall provide the Employer with an up-to-date list of shop stewards and the health and safety representative. Changes shall be communicated to the Employer as soon as possible.

### 10.02 Access

A duly accredited representative of the union shall be permitted access to the Employer's premises to attend grievance meetings or other meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer in advance.

## ARTICLE 11 GRIEVANCE AND ARBITRATION

### 11.01 Definition

A grievance shall be defined as any difference or dispute between the Employer, Union and employee or group of employees pertaining to a matter arising out of or involving the interpretation, application, administration or alleged violation of any provision(s) of this Agreement.



## 11.02 Grievance Procedure

### Step 1

An employee who may have a grievance shall first seek settlement through informal discussion with the Saskatoon Fire Chief.

### Step 2

If the grievance is not satisfactorily resolved, an employee with a grievance shall submit the grievance, in writing, to the Saskatoon Fire Chief within fourteen (14) calendar days of the occurrence of the alleged violation of the Agreement. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated, and what restitution or redress is requested. The Saskatoon Fire Chief or designate shall discuss the grievance with the employee and the Local shop steward within ten (10) calendar days of the receipt of the grievance and shall reply in writing within ten (10) calendar days thereafter.

### Step 3

If the grievance is not satisfactorily resolved, the Union may refer the grievance to the Human Resources Director - Corporate Office or designate in writing sent via fax, courier or registered mail within ten (10) calendar days of the Saskatoon Fire Chiefs response. The Human Resources Director - Corporate Office or designate shall discuss the grievance with the employee and the union representative within ten (10) calendar days of the receipt of the grievance and shall reply in writing within ten (10) calendar days thereafter.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within ten (10) calendar days of the response of the Human Resources Director - Corporate Office or designate.

## 11.03 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing of both parties.

## 11.04 Time Limits to Present Grievance

No grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint occurred.

## 11.05 Company Grievance

The Employer may submit a grievance to a Union shop steward and, if the grievance is not resolved within fourteen (14) calendar days, the Employer may refer the grievance to arbitration.

## **1 1.06** Grievances Involving Dismissal

For grievances involving the dismissal of an employee, the parties agree to bypass Steps 1 and 2 of the grievance procedure and proceed directly to Step 3.

### **11.07** Single Arbitrator

- a) Where a grievance has been referred to arbitration in accordance with Article 11.02, the parties shall make every effort to agree on the selection of a single arbitrator within thirty (30) calendar days of the referral.
- b) Where the parties have not agreed upon a single arbitrator within thirty (30) calendar days, either party shall have the right to request the federal Minister of Labour to appoint a single arbitrator.

## **1 1.08** Decision of the Arbitrator

- a) The decision of the Arbitrator shall be made within sixty (60) days from the final date of the arbitration hearing and shall be final, binding and enforceable on all parties.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### **11.09** Expenses of the Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator.

### **11.10** Amending of Time Limits

The time limits in the arbitration procedure may only be extended by mutual consent of the parties in writing.

## **11.1 1** Initiation of Special Meetings

Nothing shall preclude the two (2) parties to this Agreement from meeting at any stage of the grievance or arbitration procedures, in an attempt to resolve the dispute(s).

**ARTICLE 12**  
**DISCIPLINE AND DISCHARGE**

**12.01 Discipline and Discharge**

Employees who have completed their probationary periods shall be disciplined or discharged only for just cause. Any discipline, when imposed, shall be imposed in a timely manner.

**12.02 Progressive Discipline**

The Employer will follow the principles of progressive discipline. The types of disciplinary action include verbal warning (documented), written warning, suspension without pay, demotion and dismissal, provided however that the disciplinary action will vary depending on the severity of the misconduct and the employee's discipline record.

**12.03 Union Representation**

The Employer shall notify the employee in advance of a disciplinary meeting and the employee shall have the right to have a Union steward present. The employee may waive the right to have a Union steward present.

**12.04 Personnel File**

Upon written request, an employee may have access to his personnel file in the presence of the Saskatoon Fire Chief at a time mutually agreed between the employee and the Saskatoon Fire Chief. Any document or written statement of a disciplinary nature which may have been placed on the employee's personnel file shall be destroyed after thirty (30) months provided that no further related disciplinary action has been taken during this period.

**ARTICLE 13**  
**NO DISCRIMINATION**

**13.01** There shall be no discrimination nor harassment by the Employer, the Union or any employee with respect to the Employer, the Union or an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability, conviction for which a pardon has been granted, or membership or activity in the Union.

ARTICLE 14  
VACANCIES AND NEW POSITIONS

14.01 Job Posting and Promotions

- a) All promotions and new positions within the bargaining unit shall first be offered to existing members of the bargaining unit and shall be posted for at least ten (10) calendar days. Applications must be made in writing to the Saskatoon Fire Chief by the specified closing date.
- b) Promotions within the bargaining unit, including movement from Firefighter to Shift Captain, shall be made on the basis of the most senior applicant possessing the necessary CARS qualifications.

14.02 Probationary Period

- a) Newly hired employees shall be on probation for twelve (12) months from their first day of work. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except that an employee on probation may be discharged without just cause. After completion of the probationary period, seniority shall be effective from the date they commence continuous employment.
- b) During the probation period, an employee shall have their performance reviewed and discussed with the Fire Chief on a regular basis.

14.03 Trial Period

Where appointment is made from an applicant who is already employed by the Employer, the successful applicant shall be allowed a trial period of twelve (12) months. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position and former wage or salary rate without **loss** of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate and without **loss** of seniority, with the exception that the most junior employee may be laid off as a result.

14.04 Temporary Employees

- a) Temporary employees may only be hired by the Employer to replace a full-time employee who is on an approved period of leave with or without pay for a minimum of sixty (60) days.

- b) The total length of the temporary employee's period of employment shall not extend beyond twelve (12) months without the express consent of the union. Such consent shall not be unreasonably withheld.
- c) A temporary employee shall be subject to all of the terms and conditions of this agreement, save and except for the following:
  - i) a temporary employee may only enroll in the employee benefit program after completing six (6) months of continuous employment; and
  - ii) a temporary employee shall be paid out for accrued vacation leave at the end of their fixed term of temporary employment, or, where the temporary employee has completed twelve (12) months of continuous service, the temporary employee may apply for vacation leave;
  - iii) a temporary employee is not entitled to any form of notice, pay in lieu of notice, or severance payment and is exempt from the lay-off and recall provisions of this Agreement.
- d) Where a temporary employee is subsequently hired to a permanent position in the bargaining unit without a break in service, their seniority shall be effective from the first date they commenced continuous employment.

## ARTICLE 15 HOURS OF WORK

### 15.01 No Maximum or Minimum

This Article shall not be construed as a guarantee of any specified number of hours of work per day or per week, nor as a restriction on the Employer's right to operate or schedule its operations.

### 15.02 Hours of Work

- a) Subject to operational requirements, when hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two **(42)** hours per week over the life of the schedule. The parties agree that the normal hours of work shall not exceed forty-eight **(48)** hours per week when averaged, as scheduled by the Employer.
- b) The Employer will operate the Fire hall on a four **(4)** platoon system. The shift schedule will include ten (10) and fourteen **(14)** hour shifts and will not be changed unless the Published Operating Hours of the Airport or the category of the Airport changes and the level of service required at the

John G. Diefenbaker International Airport is less than eighteen **(18)** hour coverage. If a shift schedule change is required, the Employer agrees that there will be meaningful consultation with the Union and the employees before any schedule of work is changed by the Employer. However, the Employer retains the right to change the work schedule. This clause does not apply to circumstances where the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

- c) A shift schedule shall be posted in the Fire hall at the beginning of each fiscal year. No shift schedule shall provide for split shifts. An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- d) Where the Employer requires an employee to transfer to another platoon, such platoon transfers will be voluntary. Where there are no volunteers, then the transfer will be assigned to the employee holding the same position with the least service.

### 15.03 Shift Exchange

Provided sufficient advance notice is given and subject to the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Such requests shall not be unreasonably denied.

### 15.04 Meal Break

The parties agree that the modified shift schedule average of forty-two **(42)** hours per week over the life of the shift schedule includes one **(1)** thirty **(30)** minute unpaid meal break each shift. The unpaid meal break is not included in the calculation of the average weekly working hours.

### 15.05 Compensatory Time

At the employee's request, an employee may bank in compensatory time a maximum of forty-eight **(48)** hours of overtime (with **48** hours being the maximum amount of compensatory time after the applicable overtime rates are applied to the actual hours worked) and may take such time as leave only where there is no additional cost to the employer. Compensatory leave may only be taken at a time approved in advance by the Employer. Unused compensatory time may be carried over for one year, but may not exceed the maximum of forty-eight **(48)** hours.

ARTICLE 16  
OVERTIME

16.01 Allocation of overtime

Subject to operational requirements, the employer shall make every reasonable effort to allocate overtime on an equitable basis. Overtime assignments shall be offered to employees who normally do the work and who are readily available. All overtime must be authorized by the Employer in advance.

16.02 Compensation for Overtime

Employees shall receive overtime pay at a rate of one and one-half (1.5) times their straight time regular rate of pay for all hours worked in excess of the employee's regular scheduled hours of work either immediately preceding or subsequent to their regular shift, or on their first day of rest.

Employees shall receive overtime pay at the rate of twice (2x) their straight time regular rate of pay for all hours worked on their second and subsequent day of rest.

16.03 Swingmen

The Employer, in its sole discretion, may designate one or more employees to perform the role of a swingman for a period not to exceed twelve (12) months. The swingman shall be assigned to a regular platoon, but may be moved to other platoons where the staff complement falls below the CARS minimum due to absences.

A swingman shall receive overtime compensation as follows:

- a) in accordance with Article 16.02, for shifts that they are not required by the Employer to swing into as part of their swingman role;
- b) at one and one-half (1.5x) their straight time regular rate of pay for hours worked in excess of two thousand eighty (2080) hours in a twelve (12) month period;
- c) where the swingman receives less than seventy-two (72) hours notice of a change in schedule, overtime pay for the first shift only at the rate of one and one-half (1.5) times their regular rate of pay.

ARTICLE 17  
PAY ADMINISTRATION

17.01 Wage Scales

The wage scale applicable to all employees shall be as set out hereinafter in Schedule "A" of this Agreement.

17.02 Payment of Wages

Employees shall be paid earnings on a bi-weekly basis. Employees who are actively at work will be paid earnings on an averaged basis at a sum equivalent to the employee having worked eighty (80) hours at their straight rate in the two (2) week period. Employees who are not actively at work or not on approved vacation or not on approved leave of absence with pay will receive wages based on the actual hours worked during that pay period.

17.03 Pay for Higher Classification

Where an employee is required to perform the duties of a higher rated position on an acting basis, they shall receive the higher rate of pay at the lowest increment for every completed half-shift or more in which they were performing those duties.

ARTICLE 18  
LEAVE GENERAL

18.01 Credit Balance

An employee is entitled to be informed upon request of the balance of their vacation and sick leave credits.

18.02 Earned Credits

The amount of leave with pay earned but unused credited to an employee at the time when this Collective Agreement is signed by all parties shall be retained by the employee.



ARTICLE 19  
DESIGNATED PUBLIC HOLIDAYS

**19.01 Public Holidays**

Designated public holidays are:

New Years Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**19.02 Compensation for Designated Public Holidays**

Employees who are not scheduled to work and do not work on a public holiday will receive, in addition to their two **(2)** weeks' pay for that pay period, twelve **(12)** hours of pay at their regular rate for the public holiday.

Employees who are scheduled to work and do work on a public holiday will receive their regular two (2) weeks' pay for that pay period (which is inclusive of twelve **(12)** hours of pay for the public holiday worked), and an additional payment equivalent to one and one-half **(1.5)** times their regular rate of pay for twelve **(12)** hours, regardless of the actual number of hours of the shift worked, provided the employee worked an entire shift on the public holiday.

ARTICLE 20  
VACATION LEAVE

**20.01 Anniversary Date**

The employee's date of hire shall be used for the purpose of establishing vacation entitlement.

**20.02 Vacation credits**

An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed one **(1)** year of service may receive an advance of credits equivalent to the anticipated credits for the vacation year on the first of January of every year. Vacation leave must be taken in the year in which it is earned.

In the event of layoff or termination of employment for any reason, the Employer shall recover from any monies it owes to 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 layoff or termination of the employee's employment.

### 20.03 Annual Vacation

- a) Vacation year means the twelve (12) month period commencing on the employee's first (1st) day of work.
- b) Each employee who completes one (1) year of service with the Employer shall be entitled to eighty-four (84) hours of annual vacation.
- c) After five (5) years of service, employees shall be entitled to one hundred twenty (120) hours annual vacation.
- d) After ten (10) years of service, employees shall be entitled to one hundred fifty-six (156) hours annual vacation.
- e) After twenty (20) years of service, employees shall be entitled to two hundred four (204) hours annual vacation.
- f) Vacation must be taken in increments of one (1) full shift. All shifts taken as vacation leave shall be paid as twelve (12) hours worked, regardless of the actual number of hours in the shift. (The parties agree that this provision will be renegotiated by the parties, at the Employer's request, in the event that the Saskatoon Airport Authority decreases the hours of operation of the Saskatoon Airport.)
- g) For the purposes of calculating vacation entitlement only, an employee's length of service shall include their years of service as an ERS or shift captain at the John G. Diefenbaker International Airport in Saskatoon, Saskatchewan.

### 20.04 Vacation Requests

Vacation requests for the year must be submitted in writing to the Saskatoon Fire Chief by May 1<sup>st</sup> of each year. Vacation leave may only be taken at a time approved by the Saskatoon Fire Chief. Where two or more employees on the same platoon request vacation leave for the same or an overlapping period of time, the employee with the most seniority shall be granted vacation leave, subject to approval by the Saskatoon Fire Chief. The Employer may, in its sole discretion, grant vacation leave requests received after May 1<sup>st</sup>, and such leave

shall be granted on a first received, first granted basis. No more than two **(2)** employees may be granted vacation leave at any one time.

#### 20.05 Carry Forward of Vacation

Notwithstanding Article 20.02, where an employee does not request vacation leave or where an employee's request is not approved, the employee's vacation may be carried over to the following vacation year to a maximum of twenty-four **(24)** hours, or may be taken in cash at the employee's request.

#### 20.06 Recall from Vacation or Cancellation by the Employer

- a) Subject to operational requirements, the Employer will make every effort:
  - i) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
  - ii) not to cancel a period of vacation leave which has been previously approved in writing.
  
- b) 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:
  - i) in returning to Saskatoon from their vacation destination, and
  - ii) returning to their vacation destination following recall if the employee immediately resumes vacation at that destination upon completing the assignment for which he was recalled subject to submitting such receipts as required by the Employer.
  
- c) When the Employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made and confirmed 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 prior to claiming such reimbursement.

## 20.07 Vacation pay upon termination of Employment

Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of such vacation.

## ARTICLE 21 OTHER LEAVE WITH OR WITHOUT PAY

### 21.01 Bereavement Leave

For the purposes of this Article, "spouse" includes common-law partner.

Bereavement leave with pay of up to two (2) consecutive scheduled shifts shall be granted to employees who have completed at least three (3) months continuous service upon the death of their immediate family member, which includes their spouse, parent, child, sister, brother, grandparent, grandchild, parent-in-law or some other relative/person with whom the employee has experienced a very close relationship ordinarily ascribed to that of an immediate family member. The pay for these shifts will be based on twelve (12) hours per shift, regardless of the number of hours in the shift.

Such leave shall be taken within the period commencing one (1) week before and ending one (1) week after the funeral of the deceased.

Upon request, the Employer may grant additional unpaid bereavement leave. Where such additional leave is required for travel to and from the funeral, such leave shall not be unreasonably withheld.

### 21.02 Pallbearer's Leave

An employee may be granted up to one (1) scheduled shift off without pay to attend a funeral as a pallbearer where the deceased is not a member of the employee's immediate family.

### 21.03 Leave of Absence for Court Duty

An employee who is party to an arbitration or subpoenaed as a witness in a court proceeding shall be granted an unpaid leave of absence. An employee who is summoned to serve as a juror shall be granted a leave of absence that is paid for the first two weeks only. Any leave for jury duty in excess of two weeks shall be unpaid. The employee shall provide to the Employer any compensation that the employee receives for performing jury duty during the two weeks of paid leave.

#### 21.04 Leave for Union Business

- a) Subject to operational requirements and where there is no additional cost to the Employer, one (1) employee at a time may be granted leave without pay to attend conferences, conventions, seminars or other meetings directly pertaining to Union business provided that the employee must give the Employer at least two (2) weeks' notice of the request for leave.
- b) A reasonable amount of leave without pay shall be granted to two (2) employees representing the Union at contract negotiations.
- c) An employee who has been elected or appointed to a full-time office of the Union shall be entitled to leave without pay for the period during which he is elected or appointed to hold office. Subject to the terms of the plans, the employee will continue to contribute to and accrue benefits as though he was at work and will also cover the Employer's normal contribution to these benefit plans during this period of leave. An employee who returns to work with the Employer after such a period of leave without pay shall have the time spent on leave credited for the purposes of seniority. Such an employee has a right to return to his former position provided that he must provide one (1) month's notice of his intention to return.

#### 21.05 Maternity and Parental Leave

Maternity leave and Parental leave shall be as provided for in the *Canada Labour Code*.

#### 21.06 Compassionate Care Leave

Compassionate care leave shall be as provided for in the *Canada Labour Code*.

#### 21.07 Personal Day

Employees who have completed one (1) full year of employment shall be entitled to one (1) personal leave day with pay during the year following the anniversary of their date of hire, which days shall be scheduled at a time approved by the Saskatoon Fire Chief. Pay will be based on one twelve (12) hour shift, regardless of the number of hours in the shift. Unused personal days may not be carried forward and are not paid out upon termination of employment for any reason.

ARTICLE 22  
SICK LEAVE

22.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which the employee is unable to work by virtue of being sick or disabled, or, in the opinion of the Employer, the employee's presence at work constitutes a health or safety hazard for others, and the Employer has instructed the employee to leave the workplace.

22.02 Accumulation of Sick leave

All full-time employees shall earn sick leave credits at the rate of twelve (12) hours per calendar month of active service, to a maximum of one hundred and forty-four (144) hours.

22.03 Deduction from Sick leave

For each day of approved sick leave, a deduction shall be made from the employee's sick leave credits on an hour per hour basis, based on the number of hours an employee was unable to report to work for a scheduled shift due to illness. Employees shall be entitled to draw on sick leave credits only to the extent earned.

22.04 Bridging to Employment Insurance Benefits

Where an employee applies for and is subject to a waiting period for employment insurance sickness benefits, and has exhausted all of their sick leave credits, the Employer shall compensate the employee at their regular rate of pay for a maximum of two (2) weeks provided that the employee successfully receives employment insurance sickness benefits. If the employee does not receive employee insurance sickness benefits, the employee shall immediately return to the Employer all monies that the employee received from the Employer under this Article.

22.05 Reimbursement of Sick Leave Pay

In the event that an employee qualifies for and receives workers' compensation or other government disability benefits covering the same period of time for which the employee has received sick leave pay from the Employer, the employee shall repay to the Employer all such sick leave pay received by the employee from the Employer for the same period. The employee's sick leave credits will be recredited to the extent that sick leave pay has been received by the Employer.

#### 22.06 Proof of Illness

A medical certificate shall be required for any period of sick leave exceeding two (2) consecutive scheduled shifts, or where the Employer has reason to suspect abuse of sick leave by an employee, or where a pattern of sick leave develops, or prior to an employee's return to work following a sick leave absence of thirty (30) days. The cost of any medical certificate required by the Employer under this provision shall be reimbursed to the employee upon submission of a receipt.

#### 22.07 Notification

An employee claiming sick leave shall notify the Employer one (1) hour prior to the start of every shift the employee is scheduled to work.

#### 22.08 Unused Sick Leave

An employee who is terminated, laid off or resigns shall not be paid for any unused sick leave credits.

### ARTICLE 23 TECHNOLOGICAL CHANGE

#### 23.01 Definition

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

#### 23.02 Training

The Employer agrees to provide training during working hours at the Employer's expense in the use of new equipment or material.

### ARTICLE 24 LAY-OFFS AND RECALLS

24.01 A layoff shall be defined as a reduction in the workforce whereby the Employer reduces the total number of employees covered by this Agreement.

24.02 Notice of lay off of employee(s) and severance shall be provided in accordance with the *Canada Labour Code*.

- 24.03** All lay-offs shall be made in reverse order of seniority. No new employee(s) shall be hired until all laid off employees have been given the opportunity to return to work.
- 24.04** Employees laid off in accordance with Article **24.02** shall be returned to work in reverse order of lay-off. Employees shall be subject to recall for a period of twenty-four (**24**) months following the notice of lay-off.
- 24.05** In the event of recall of an employee for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer by registered letter within ten (**10**) days of the receipt of such letter, stating his acceptance or refusal of the employment offered and his intention to report for work within reasonable time limits specified by the employer. In the event that the Employer does not receive such registered letter from the employee within the stated ten (**10**) day period accepting employment, or the employee fails to report within the required time limits, the employee shall be deemed to be terminated.
- 24.06** Employees shall provide the Employer with two (2) weeks' written notice of resignation. The Employer may waive all or part of this notice.

## ARTICLE 25 SENIORITY

- 25.01** Unless specifically adjusted under another provision of the collective agreement, seniority shall be calculated from the first day upon which the employee began continuous employment for the Employer.
- 25.02** Where two or more employees share the same seniority date, seniority shall be determined by placing the names into a hat, with the first name being drawn having the greater seniority and **so** forth.
- 25.03** Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns;
- (c) fails to notify the Employer of the employee's intention to return to work within ten (**10**) days following a recall from lay-off and after being notified by registered mail to do so;
- (d) is continuously laid off in excess of twenty-four (**24**) months;
- (e) retires from the employ of the Employer;



- (9) has been continuously off work due to accident, illness or injury for a period of twenty-four (24) months.

The time limits in paragraph (9) above may be extended by the Employer, on application by the employee, supported by a medical certificate stating that there is an expectancy of recovery and return to work within a reasonable period of time.

- 25.04 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for a period not to exceed ninety (90) days and shall retain that seniority for the period of the temporary assignment.

## ARTICLE 26 HEALTH AND SAFETY

- 26.01 The parties agree that the Employer, the Union and every employee have a duty and responsibility to ensure that the workplace is safe and healthy for employees, and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 26.02 The Employer and the Union agree to establish and recognize a health and safety representative in accordance with the *Canada Labour Code*.
- 26.03 The Employer shall provide every employee with a copy of the *Canada Labour Code*, Part II.
- 26.04 Health **and** safety issues may be discussed by the Employer and the health and safety representative at joint union-management communication meetings.

## ARTICLE 27 PARKING

- 27.01 The Employer agrees to provide parking with electrical plug-ins at no cost to employees provided that the Employer receives same from the Saskatoon Airport Authority.

**ARTICLE 28**  
**UNIFORMS**

**28.01** Each new employee shall receive new uniforms upon commencement of employment. The parties agree that new employees are not entitled to receive new turn out gear. The Employer shall replace uniform items which are worn out through normal wear and tear or damaged in the line of duty. Employees are not permitted to wear their uniforms except when on active duty or when proceeding directly to the workplace from their homes for the commencement of their shift or directly to their homes from the workplace at the end of their shift. The Joint Union-Management Communication Committee will review the uniforms that are currently issued to all employees and will make recommendations for initial clothing and replacement issue, subject to final approval by the Employer.

**ARTICLE 29**  
**BENEFITS**

**29.01** The Employer agrees to provide medical and dental benefits to eligible employees similar to the coverage currently in place.

**29.02** The Employer shall pay 60% of premiums for medical coverage and 50% of premiums for dental coverage for eligible employees.

**29.03** The Employer agrees to provide a long term disability plan which compensates eligible employees to seventy (70%) percent of their regular pay, subject to the terms of the plan, provided that the premiums for such a plan shall be paid 50/50 by the Employer and the employee.

**29.04** Any proposed changes to the benefits plan, including any change of carrier, shall be discussed at the joint union-management communication meetings, however any decisions are subject to the final approval of the Employer.

**ARTICLE 30**  
**PENSION**

**30.01** Upon ratification of this Agreement, the Employer shall provide a pension plan to eligible employees. Participation in the plan **is** voluntary for employees. Subject to the terms of the plan, the Employer will match an eligible employee's contribution to a maximum of five (5%) percent of the employee's wages.

ARTICLE 31  
FIREFIGHTER PHYSICAL FITNESS

31.01 Pre-Employment Fitness Testing and Medical Examination

Any offers of employment extended by the Employer to potential new hires shall be conditional upon the applicant passing a physical fitness test and a medical examination conducted by an occupational service provider and physician of the Employer's choice at the Employer's expense. The Union agrees that no applicant becomes an employee covered by this Agreement unless the results of their physical fitness test and medical examination are satisfactory to the Employer.

31.02 Annual Medical Examination

All employees shall attend annually for a medical examination upon either their own duly licensed physician on their own time and at their own expense, or on a physician selected by the Employer on the Employer's time and at the Employer's expense. The physician shall complete a medical certificate, appended to this collective agreement at Appendix B, which shall certify whether or not the employee is medically able to perform the physical and mental requirements and duties of the position, and shall provide it to the Employer. The completed certificate must be satisfactory to the Employer.

31.03 Mandatory Physical Activity

Every employee shall exercise for at least one (1) hour per shift using the physical fitness equipment provided by the Employer at the Employer's premises. Each employee shall document their physical activity in the daily activity log for each shift.

31.04 Unsatisfactory Certificate

In the event that an employee's annual medical certificate indicates that the employee is unable to perform some or all of the duties of their position, the Employer and the employee will discuss whether the employee may continue to perform his duties and the employee will provide ongoing medical information to the Employer upon the Employer's request. The employee shall make every reasonable effort to address the medical issues or concerns identified in the medical certificate with their own physician and shall attend for a second medical examination within three (3) months of the unsatisfactory certificate, at which time the physician shall complete the medical certificate and provide it to the Employer. If that medical certificate is also unsatisfactory to the Employer, the employee will have a further six (6) months to make every reasonable effort to improve their health, after which time the employee shall attend for a third medical examination. If the third medical certificate indicates that the employee is unable to perform some or all of the duties of their position, and no accommodation to the point of undue hardship may be

made within the workplace, then the employee shall be terminated and shall lose all seniority.

ARTICLE 32  
AGREEMENT RE-OPENER

32.01 This Collective Agreement may be amended by mutual consent.

ARTICLE 33  
DURATION

33.01 This Collective Agreement shall be in effect from December 1, 2005 until November 30, 2009. No part of this Collective Agreement shall be applied retroactively from the date of ratification by both parties, with the exception of the Rates of Pay in Appendix "A", which shall be applied retroactively to December 1, 2005 only for those employees in active employment on the date of ratification and then only on hours actually worked by those employees. Retroactive pay shall **not** apply to sick leave, vacation pay, statutory holiday pay (if the statutory holiday was not worked), bereavement leave, or any other paid leave, and shall not apply to any employee who is not still in active employment on the date of ratification of this Agreement by both parties.

SIGNED AT \_\_\_\_\_, this 23 day of the month of October 2006.

**Pro-Tec Fire Services  
of Canada ULC**

CW  
Director of Operations

Steven Cashman  
A Director

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Public Service  
Alliance of Canada**

Rolyn Benson

W. LaRiv

Brian D. Smith

\_\_\_\_\_

[Signature]

**APPENDIX "A"**  
**RATES OF PAY**

**ERS**

	<b>Effective Dec 1, 2005</b>	<b>Effective Dec 1, 2006</b>	<b>Effective Dec 1, 2007</b>	<b>Effective Dec 1, 2008</b>
<b>Probation</b>	<b>19.25 (40,040)</b>	<b>19.83 (41,241)</b>	<b>20.42 (42,473)</b>	<b>21.03 (43,742)</b>
<b>1st Year</b>	<b>19.83 (41,241)</b>	<b>20.42 (42,473)</b>	<b>21.03 (43,742)</b>	<b>21.67 (45,065)</b>
<b>2nd Year</b>	<b>20.42 (42,473)</b>	<b>21.03 (43,742)</b>	<b>21.67 (45,065)</b>	<b>22.32 (46,417)</b>
<b>3rd Year</b>	<b>21.03 (43,742)</b>	<b>21.67 (45,065)</b>	<b>22.32 (46,417)</b>	<b>22.99 (47,810)</b>

**CAPTAIN**

	<b>28.00 (58,240)</b>	<b>28.84 (59,987)</b>	<b>29.71 (61,796)</b>	<b>30.60 (63,648)</b>
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APPENDIX "B"  
FIREFIGHTER FITNESS FOR WORK CERTIFICATE

**PART I - Physician Guidelines for the Completion of the Fitness for Work Certificate**

(Name of Patient) is a firefighter at John G. Diefenbaker Airport in Saskatoon, Saskatchewan employed by Pro-Tec Fire Services of Canada ULC. The patient shall provide you with a copy of his job description and a chart outlining the physical requirements of the position in order to assist you in completing the attached Fitness for Work Certificate.

The purpose of the certificate is to satisfy the Employer that the patient has no medical condition which would prevent him from performing some or all of the duties of his position. Where you believe that the patient has an illness, injury, disability or other medical condition which would impair, limit or restrict his performance on the job, we would ask that you clearly identify such condition(s), and the expected duration of the limitation or restriction.

The Employer requires you to be satisfied, following careful review of the job description and physical requirements of the job and having conducted a complete medical examination including any necessary tests, that the patient has no condition relating to the following which would impair, limit or restrict his work performance:

Vision

Sensory

**Loss** of consciousness

Fainting, dizziness

Frequent or severe headaches

Hearing **loss**

Balance

Cardiovascular function

Heart function

High blood pressure

Lung disease

Back, neck or spine problems

Muscle or joint pain

Neurological function

Skin problems

Groin pain/swelling/hernia

Epilepsy

Diabetes

Tuberculosis

Stress, depression or any other mental or psychological illness or condition

Drug or alcohol use, and any related psychological condition

**PART II - Consent Form**  
**(to be signed by employee in the presence of the Physician)**

I hereby certify that I have given the physician information regarding my medical health and history and that it is complete and accurate to the best of my knowledge. I further certify that I have personally provided all of the information necessary to complete the Fitness for **Work** Certificate, including a copy of my **job** description and physical requirements of the job. I acknowledge that deliberate falsification of any of the above information by myself may constitute grounds for discipline, up to and including dismissal.

I hereby give my consent to the physician to release the Fitness for Work Certificate to my Employer.

Dated at Saskatoon, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Physician

\_\_\_\_\_  
Employee

**PART III - FITNESS FOR WORK CERTIFICATE**

To: Pro-Tec Human Resources Director

From: \_\_\_\_\_  
Physician

\_\_\_\_\_  
Physician Address

\_\_\_\_\_  
Physician telephone number

Regarding: \_\_\_\_\_  
Name of employee

Employee's Position at Pro-Tec: \_\_\_\_\_

Date of Examination: \_\_\_\_\_

Nature of Examination: \_\_\_\_\_



**As a duly licensed physician in the Province of Saskatchewan, I hereby certify as follows:**

I have reviewed the Job Description, including physical requirements, and discussed it with the employee prior to completing this Certificate.

Yes    No

(If not, the job description and physical requirements must be reviewed prior to completing this Certificate.)

2. Is the employee currently under the instructions of any physician or any other health care provider to limit or restrict his work activities in any way? If so, please explain the nature of the limitation or restriction, which duties are affected by it, and the length of time for which the limitation or restriction is expected to be in place.

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3. In your medical opinion, is the employee capable of performing all of the duties of his position and capable of regular attendance at work?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Does the employee have an injury, illness or disability that limits or restricts the employee in performing the duties and responsibilities of his position in any way?

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5. If so, what are the precise limitations or restrictions?

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6. What is the anticipated duration of these limitations or restrictions?

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7. Does the employee now take or has the employee been prescribed any medications that could potentially impair, limit or restrict the performance of his job duties? If so, please specify the nature of the medication and the potential affects on job performance.

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8. Are there any modifications to the job duties that would assist the employee to perform the duties and attend work regularly? If **so**, please specify.

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9. When can the employee be expected to return to all of the normal duties and responsibilities of the position and to attend work regularly?

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10. I hereby certify that I have reviewed the employee's job description, including physical requirements of the job, and examined the employee myself and the employee is currently:

fit for the position \_\_\_\_\_

temporarily unfit for the position \_\_\_\_\_  
(all limitations and restrictions, including nature and duration, having been fully described above)

permanently unfit for the position \_\_\_\_\_

Certified at Saskatoon, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Physician name (printed)

APPENDIX "C"  
MEMORANDUM OF AGREEMENT  
REGARDING DARWIN LARIVIERE AND BRIAN SMITH

The parties agree as follows:

1. If the Employer determines, in its sole discretion, that it requires a swingman, Darwin LaRiviere shall be the permanent swingman from the time the four platoon system is implemented by the Employer for the remainder of the entire Term of this Collective Agreement or until such time as Mr. LaRiviere is appointed Captain on a permanent basis. (The parties expressly acknowledge that they agree to this provision even though Article 16.03 of the Agreement states that an employee shall be designated as swingman for a period not to exceed twelve **(12)** months.)
2. Where the Employer requires a swingman to fill in for a Captain vacancy (due to scheduled vacation, illness, disability, approved leave of absence of a Captain, etc.), Darwin LaRiviere shall swing into the Captain position unless he is already serving as acting Captain on another platoon on the same day.
3. The Employer shall implement the four platoon system, in accordance with Article **15**, no later than November 1st, 2006. In the first pay period following ratification of this Agreement by both parties, Darwin LaRiviere's rate of pay shall remain at the current hourly wage in effect for him prior to ratification until such time as the four platoon system is implemented by the Employer. At that time, Darwin LaRiviere's rate of pay shall be **\$28.00** per hour (**\$58,240** per year), for all regular hours worked including any hours during which Mr. LaRiviere swings into a Captain's position or otherwise performs the duties of a higher classification or acting Captain. Mr. LaRiviere shall not be entitled to receive any of the annual increments for Captains set out in Schedule "A" to this Agreement for so long as he is the swingman. If at any time during the Term of this Agreement Darwin LaRiviere is appointed permanent Captain, he shall be paid at the applicable rate for Captains at that time.
4. In the first pay period following ratification of this Agreement by both parties, Brian Smith's rate of pay shall remain at the current hourly wage in effect prior to ratification until such time as the four platoon system is implemented by the Employer.
5. This Memorandum of Agreement as it relates to Darwin LaRiviere shall remain in effect for the entire Term of this Agreement or until such time as Mr. LaRiviere is appointed to a permanent Captain's position.

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