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ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

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

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

“Bargaining Unit” means, pursuant to Canada Labour Relations Board Orders No. 7471-U (Non-Supervisory Bargaining Unit), and 7472-U (Supervisory Bargaining Unit), membership of which is described in Article 7.

“Continuous employment” means the period of uninterrupted employment from the date of hire with the Company.

“Common law spouse” relationship exists when, for a continuous period of at least one year, an employee has lived with a person of the opposite or same sex,

publicly represented that person to be his or her spouse and continues to live with the person as if that person were his/her spouse.

“Company” means Serco Facilities Management Inc. in the performance of its contract with Public Works and Government Services Canada (PWGSC).

“Company facilities”, “Company property” or “Employer facilities” or “Employer Property” mean and are deemed to include all facilities, property, equipment and consumables used or accessed by the Company in the delivery of services at 5-Wing Goose Bay, regardless of the actual ownership of same.

“Compensatory leave” means leave with pay approved by the Employer in lieu of cash payment for overtime. The duration of such leave will be equal to the time compensated or the minimum entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken.

“Day” means the twenty-four (24) hour period commencing at 00:01 hours.

“Day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of the employee being on leave or absent from duty without permission.

“Double time” means two (2) times the employee’s hourly rate of pay;

“Employer” means the Company and includes any person authorized to exercise the authority of the Company.

“Holiday” means:

(A) the twenty-four (24) hour period commencing at 00:01 hours of the day designated as a paid holiday in this Agreement;

(B) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked on the day the shift commenced.

“Internal candidate” means any employee who has worked for the Company a total of 480 hours in the twelve-month period immediately preceding the closure of a job posting.

“Leave” means authorized absence from duty by an employee, during his or her regular or normal hours of work;

“Membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;

“Overtime” means:

(A) in the case of full time employees, authorized hours of work in excess or outside of the employee’s scheduled hours of work.

(B) in the case of part-time employees, authorized hours of work as set forth in Article 44.03 (d).

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

“Site” means any area where the Employer performs services for PWGSC.

“Spouse” means the lawful husband or wife (as the context requires) of an employee and includes “common-law spouse”.

“Straight-time rate” means the employee’s hourly rate of pay;

“Time and one-half” means one and one half (1 ½) times the employee’s hourly rate of pay;

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

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

ARTICLE 3

APPLICATION

The provisions of this Agreement apply to the Alliance, employees and the Employer.

ARTICLE 4

STATE SECURITY

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 5

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6

MANAGERIAL RESPONSIBILITIES

The Company shall retain and exercise all management functions, duties and responsibilities, except as limited, restricted or precluded by this Agreement.

ARTICLE 7

RECOGNITION

7.01 Non-Supervisory Bargaining Unit

The Employer recognizes the Alliance as the sole and exclusive bargaining agent for and on behalf of the Bargaining Unit, meaning, pursuant to Canada Labour Relations Board Order No. 7471-U (as amended or updated from time to time by the Canada Industrial Relations Board), all employees of Serco Facilities Management Inc. working at CFB- 5 Wing Goose Bay, Labrador, excluding employees in air traffic control, supervisors and those above the rank of supervisor as identified or excluded in the Supervisory Bargaining Unit as described by the Canada Labour Relations Board in Order No. 7472-U.

7.02 Supervisory Bargaining Unit

The Employer recognizes the Alliance as the sole and exclusive bargaining agent for and on behalf of the Bargaining Unit, meaning, pursuant to Canada Labour Relations Board Order No. 7472-U (as amended or updated from time to time by the Canada Industrial Relations Board), all supervisors of Serco Facilities Management Inc working at CFB – 5 Wing, Goose Bay, Labrador, classified as: environment & occupational health and safety officer, fire prevention officer, platoon chief, assistant platoon chief, GES supervisor, design & work control manager, roads & grounds supervisor, sector team supervisor, infrastructure support supervisor, plant shift supervisor, mechanical supervisor, senior buyer, supply manager, senior shipping & receiving clerk, senior warehouse operative, senior supply clerk, cleaning supervisor, safety officer/ chief dispatcher, driver light supervisor, heavy equipment crew chief, vehicle maintenance supervisor, supervisor German Air Force, contract administrator, deputy quality assurance manager, aviation weather services manager, chief fire operations officer, GES manager, facilities maintenance manager, utilities manager and chief power engineer, accommodations/visits manager, transportation manager, and excluding site manager, air operations director, emergency & environment services director (also referred to as fire, safety and environmental director), engineering director, finance and admin director, quality assurance manager, support services director, senior accountant, human resources administrator, executive assistant, MIS administrator, managers and supervisors in air traffic control.

ARTICLE 8

EMPLOYEE REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the Alliance to select employees as representatives.
- 8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance procedure.
- 8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.

- 8.04 A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 9.02 The Employer will also continue its present practice of making available to the Alliance 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 may be permitted access to the Employer's premises, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall in each case be obtained from the Employer.
- 9.04 The Employer agrees to provide the Alliance Executive with the use of an office, complete with a desk and filing cabinet.
- 9.05 Subject to meeting the ISSO security requirements, an electronic bulletin board shall be made available on the Employers LAN for the publication of official Alliance notices. Electronic publications of notices or other materials, other than notices of Union meetings, appointment of Union officers and Union social functions, shall require the prior approval of the Employer.

- 9.06 Employees who violate the ISSO security requirements will be subject to appropriate disciplinary measures. It is also recognized if such measures impede staff to perform their duties, the employer may take further disciplinary action.

ARTICLE 10

CHECK-OFF

- 10.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 10.04 This Article does not apply to any employee who establishes an entitlement to religious exemption pursuant to the provisions of the Canada Labour Code.
- 10.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- 10.06 The amounts deducted in accordance with Clause 10.01 shall be remitted to the Comptroller of the 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.
- 10.07 The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

10.08 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 11

INFORMATION

11.01 The Employer agrees to supply the Alliance each quarter with the name, geographic location and job title of each new employee, and the name, geographic location and job title of each employee who has left employment.

11.02 The Employer agrees to supply each employee with a copy of the Collective Agreement and will endeavour to do so within one week after receipt from the printer.

11.03 The Employer agrees to provide quarterly, or upon issue of an amended chart, a copy of the Employer's current organization chart to the President of the Local Union of PSAC.

11.04 The Local Union of PSAC agrees to provide quarterly, or upon amendment, a copy of the Union current organization chart to the Employer.

ARTICLE 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

If employees are prevented from performing their duties because of a strike, lock-out or the actions of third parties on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere. The employees shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 13

RESTRICTION ON OUTSIDE EMPLOYMENT

- 13.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.
- 13.02 Employees are not permitted to engage in outside business activities which deprive the Employer of the time and attention required to properly perform their duties or which are in competition with or related to the Employer's activities.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

Arbitration Board and Conciliation Board Hearings

- 14.01 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees in conjunction with an Arbitration established under this Agreement or a Conciliation Board dealing with the renewal of this Agreement, when the hearings are held in Happy Valley – Goose Bay. The employees must be:
- a) a party to the arbitration or conciliation;
 - b) the representative of an employee who is a party to an arbitration or conciliation;
 - or
 - c) a witness called by an employee who is a party to an arbitration or conciliation.

Where there is more than one employee who is a party to or witness at the same arbitration the parties will arrange the hearings in such a manner so as to create the least amount of disruption to work requirements.

Meetings During the Grievance Process

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

- a) leave with pay for the employee presenting the grievance and the employee representing the Alliance to attend a grievance meeting in the Happy Valley-Goose Bay area;
- b) on duty status for the employee presenting the grievance when the meeting was originated by the Employer and is outside the Happy Valley-Goose Bay area;

and

- c) leave without pay for the employee presenting the grievance and the employee representing the Alliance when the employee seeks to meet with the employer outside the Happy Valley-Goose Bay area.

14.03 Where an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance, and an employee acting on behalf of the Alliance wishes to discuss the grievance with that employee, the employee and the representative of the employee, where operational requirements permit, will be given reasonable leave with pay for this purpose when the discussion takes place in Happy Valley-Goose Bay and reasonable leave without pay when it takes place outside Happy Valley-Goose Bay area.

Contract Negotiation Meetings

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

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

14.05 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

14.06 Subject to operational requirements and with reasonable notice, the Employer may grant leave without pay to a reasonable number of employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business, including

conventions, executive meetings, Canada Industrial Relations Board hearings and representative training courses.

ARTICLE 15

ILLEGAL STRIKES

Disciplinary action may be taken, which will include penalties up to and including discharge, for participation in an illegal strike as defined in the Canada Labour Relations Code.

ARTICLE 16

NO DISCRIMINATION

16.01 The Employer and the Alliance jointly agree that there shall be no discrimination in respect of employment by reason of race, national or ethnic origin, creed, language, colour, religion, age, sex, sexual orientation, marital status, family status, mental or physical disability, pardoned conviction, political affiliation or membership or activity in the Alliance, in absence of any bona fide occupational requirement as provided for by the Canadian Human Rights Act.

16.02 An allegation of such discrimination shall be subject to the Grievance Procedure.

ARTICLE 17

HARASSMENT

17.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and agree that harassment will not be tolerated in the workplace.

17.02 a) Sexual Harassment is defined as any conduct, comment, gesture or contact of a sexual nature:

i) That is likely to cause offence or humiliation to any employee,

or

ii) That might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

b) Personal harassment means any unwarranted behaviour by another staff member (whether or not excluded from the Union) that is directed at an individual which is designed to endanger an individual's job, undermines the proper performance of that job, or threatens the economic livelihood of the individual, but does not include behaviour which reasonably can be categorized as an appropriate exercise of discipline or direction of duties. Such behaviour includes the application of force, threats, verbal abuse, or harassment of a personal or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).

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

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

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

17.06 Processing of Harassment complaints

a) Step 1 Informal. Informal problem solving should be undertaken if appropriate and not already attempted.

b) Step 2 Complaints. If the employee(s) feels that the informal procedure is unsuccessful or inappropriate, the employee may file a complaint with the Human Resources Manager, within twenty-five (25) working days from the end of the informal procedure.

c) Step 3 Independent Investigation. Within one week of the filing of a complaint under this article, the Employer will appoint an independent fact-finder from within the Company who will investigate the matter and recommend to the Employer appropriate

action to resolve the problem. The investigation must be complete within four weeks of appointment unless an extension is granted by mutual consent between the Employer and the complainant and their Alliance representative. Complainants and respondents have the right to be accompanied by an Alliance representative during the investigation process.

- d) Step 4: Mediation. Mediation upon mutual consent of the parties is available at any stage of the process and is strongly encouraged. Mediators may be independent of the investigation process. Mediators shall not be called or used by any parties bound by this agreement as witnesses in any related proceedings and are not to keep records except for statistical purposes and for recording of settlements. All cost of mediation will be paid by the Employer.
- e) Step 5: Binding Complaint Conciliation. After completion of the independent investigation and failing successful resolution via mediation, the matter may be referred to binding complaint conciliation before a conciliator mutually acceptable to the Employer and the Alliance where the complainant with the consent of the Alliance in writing selects conciliation in lieu of processing a complaint under the Canadian Human Rights Code or the grievance procedure in the Agreement. The conciliator so appointed, after meeting with the parties, will recommend appropriate remedies based on the investigation report.

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

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

ARTICLE 18

STAFFING PROCEDURE

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

18.02

- a) The postings shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. Subject to 18.02 (b) candidates are required to indicate their interest in writing, no later than 5:00 pm 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 upon his/her first scheduled day back to work, provided the interview process has not been completed.

18.03 The job posting shall contain the following information:

- a) the requirements of the position to be filled,
- b) the rate of pay of the position, and
- c) the qualifications applicable to the position including education, knowledge, skills, abilities and experience required of the position to be filled.

18.04 The education, knowledge, skills, qualifications, abilities and experience requirements as contained in the posting shall not be established in an arbitrary manner.

18.05 A copy of the job posting shall be forwarded to the Union prior to posting which may be done via an electronic copy.

18.06 All postings will be made on an internal/external basis. Applications received from external candidates will be date-stamped, but will remain unopened until all internal candidates have been processed completely. It is understood that preference of appointment shall be from internal qualified candidates prior to consideration of external candidates.

- 18.07 Where interviews are conducted, the Employer representative conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the position as posted. In filling the job vacancy, the position shall be awarded based on education, knowledge, skills, qualifications, abilities and experience with seniority being a factor as set out in Clause 48.03. Whenever practicable, the Employer shall endeavor to schedule such interviews during the employee's scheduled hours of work.
- 18.08 All candidates shall be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 18.09 All unsuccessful candidates will, upon request, be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason(s) will also be communicated in writing. Employees may also request a meeting to discuss their assessment with the representative of the Employer responsible for the posting procedures.
- 18.10 Positions will not be advertised if the following circumstances occur:
- a) temporary absences from work by a member of the bargaining unit, unless the absence is expected to be greater than four weeks, in which case the position can be advertised as a temporary position.
 - b) re-assignment of a disabled person employed by the Employer in accord with the statutory duty to mitigate.

Temporary Positions

- 18.11 Where a temporary position becomes vacant, or is created, it will be staffed according to the following rules:
- a) All temporary positions will be available to Bargaining Unit personnel. The position may be considered as a lateral transfer, training or a career development assignment, or as an opportunity to increase experience.
 - b) notice will be communicated to all employees via e-mail and bulletin boards and shall contain the following information:
 - Title of position and department
 - Length of assignment
 - Salary
 - A brief description of duties
 - c) the notice will be posted for five (5) calendar days. Applicants are required to indicate their interest in writing,

- d) only where there are no internal candidates will the Employer consider applications from external candidates,
 - e) where a temporary position is filled by an internal candidate, the position now vacant can be filled by a temporary employee. There will be only one position move allowed on each occasion, and no domino effect.
 - f) Personnel filling training or career development assignments, or gaining experience, will have their personnel file updated by the Human Resources Department to reflect the time spent in this new position.
- 18.12 The Alliance and the Employer may from time to time jointly establish an eligibility list for specific positions that have shown to have a high turn over rate. Such positions must require personnel to be available at short notice. This will be done by the Employer re-posting positions and selecting candidates in advance for immediate placement in the position as each becomes available.
- 18.13 The Employer will consult with the Alliance in complying with Employment Equity legislation.

ARTICLE 19

LEAVE GENERAL

- 19.01 An employee is entitled to be informed once per month upon request, from their manager or supervisor, of the balance of his or her leave credits.
- 19.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 19.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

19.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

19.05 In the event of termination of employment for reasons other than death or layoff, the Employer shall recover from any monies owed the employee an amount equivalent to unearned leave taken by the employee, as calculated from the job title prescribed in the employee's letter of offer on the date of the termination of the employee's employment.

19.06 In the event of termination of employment, the Employer shall pay the balance of the employee's unused vacation leave credits to the former employee or the employee's estate.

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

19.07 An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which he/she receives at least eighty (80) hours pay:

- a) ten (10) hours until the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
- b) thirteen and one-third (13 1/3) hours commencing with the month in which the employee's fifth (5th) anniversary of continuous employment occurs;
- c) sixteen and two-thirds (16 2/3) hours commencing with the month in which the employee's fifteenth (15th) anniversary of continuous employment occurs;
- d) twenty (20) hours commencing with the month in which the employee's twenty fifth (25th) anniversary of continuous employment occurs;

19.08 Provided past service with the Employer has not been interrupted by a continuous break exceeding three (3) months, for reasons other than dismissal, discharge, release or abandonment of position, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlements.

Entitlement to Vacation Leave With Pay

19.09 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed three (3) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

19.10 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

19.11 The Employer will not unreasonably deny leave to employees, given reasonable notice. Reasonable notice will vary in individual sections, depending on the total numbers of personnel in the section, the work pattern and the minimum manning required to deliver an acceptable standard of service to the customer. The employee and management will respect the minimum period of notice applicable to change shifts in assessing reasonable notice, unless they can mutually agree otherwise. Scheduled leave will only be cancelled in exceptional circumstances.

The Employer shall, make every reasonable effort to:

- a) schedule an employee's vacation leave in the vacation year in which it is earned;
- b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st, but not later than May 31st;
- c) schedule the employee's vacation leave with pay on any other basis than that specified in clause 19.11(b), if the employee gives the Employer reasonable advance written notice for requests of vacation leave with pay of five (5) days or less;

19.12 Upon request from the employee, the Employer will, for good and sufficient reason, schedule vacation leave with pay on shorter notice than that specified in clauses 19.11(b) and 19.11(c).

19.13 If an employee requests vacation leave with pay in accordance with clause 19.11 and the Employer denies his or her request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for his or her vacation leave.

19.14 The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.

19.15 Where, in respect of any period of vacation leave with pay, an employee is granted:

a) bereavement leave,

or

b) leave with pay because of illness in the immediate family

or

c) sick leave on production of a medical certificate,

the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

19.16 Carry-Over Provisions

a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

b) During any vacation year, upon application by the employee and at the approval of the employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the job title prescribed in the employee's letter of offer or the employee's substantive position on March 31st, of the previous vacation year.

19.17 Recall from Vacation Leave With Pay

a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

i) in proceeding to the employee's place of duty,

and

- ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 19.17(b) to be reimbursed for reasonable expenses incurred by the employee.

19.18 Cancellation of Vacation Leave With Pay

When the Employer cancels or alters a period of vacation leave with pay which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee will make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

19.19 Subject to clause 19.05, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 19.06 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

19.20 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least two (2) weeks prior to the last pay day before the employee's vacation period commences.

19.21 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

FIRE OPERATIONS EMPLOYEES

Accumulation of Vacation Leave

19.22

- a) An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:
 - i) eleven (11) shifts per fiscal year if the employee has completed less than five (5) years of continuous employment;
 - ii) fourteen (14) shifts per fiscal year if the employee has completed between five (5) and fifteen (15) years of continuous employment;
 - iii) eighteen (18) shifts per fiscal year after the employee completed fifteen (15) years of service;
 - iv) twenty-one (21) shifts per fiscal year after the employee has completed twenty five (25) years of continuous employment;

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

ARTICLE 20

OTHER LEAVE WITH OR WITHOUT PAY

20.01 Personal Leave With Pay

- a) The Employer shall grant leave with pay to a maximum of forty (40) hours per year under the following circumstances:
 - i) to take a dependent family member to a medical or dental appointment or for appointments with appropriate authorities in schools or adoption agencies. It is understood that time off for such appointments shall not exceed four (4) hours with pay;

- ii) to provide for the temporary care of a sick member of the employee's family;
 - iii) for needs directly related to the birth or to adoption of the employee's child.
- b) A term employee who has exceeded his/her six month requirement shall earn personal leave credits at the rate of three and one third (3 1/3) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.

20.02 Bereavement Leave With Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to

the extent of any concurrent bereavement leave with pay granted.

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, a Senior Manager of the department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20.02(a) and (c).

20.03 Maternity Leave Without Pay

- a) 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.
- b) Notwithstanding paragraph (a):
 - i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- e) An employee who has not commenced maternity leave without pay may elect to:
 - i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

- ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22, Sick Leave with Pay.
- f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur, unless there is a valid reason why the notice cannot be given.
- g) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority, and "service" for the purpose of calculating vacation leave.

20.04 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance to a maximum of seventeen (17) weeks, in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to j), provided that she:
 - i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
 - iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

(C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Canada Pension Plan*, she will be indebted to the Employer for an amount determined as follows:

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

however, an employee whose specified period of employment expired and who is rehired by the company within a period of (5) five days or less is not indebted for the amount, if her new period of employment is sufficient to meet the obligations specified in section (B).

- b) For the purpose of *section (a)(iii)(B) and (C)*, periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance *pregnancy* benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
- and
- ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which

may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- d) At the employee's request, the payment referred to in subparagraph 20.04(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
 - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four months, the weekly rate shall be the rate she was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

20.05 Transitional Provisions

If, on the date of signature of this agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

20.06 Parental Leave Without Pay

- a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- c) Notwithstanding paragraphs (a) and (b):
 - i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or
 - ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than fifty-two (52) weeks after the day on which the child comes into the employee's care.

- d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- e) The Employer may :
 - i) defer the commencement of parental leave without pay at the request of the employee;
 - ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - iii) require an employee to submit a birth certificate or proof of adoption of the child.
- f) Parental leave without pay taken by a couple employed by the Company shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and seniority, and "service" for the purpose of calculating vacation leave.

20.07 Parental Allowance

- a) An employee who has been granted parental leave without pay, shall be paid a parental allowance to a maximum of thirty-seven (37) weeks in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
 - iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 20.04(a)(iii)(B), if applicable.
- (C) should he or she fail to return to work in accordance with section (A), or should he or she return to work but fail to work the total period specified in (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Canada Pension Plan*, he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{aligned}
 &(\text{allowance received}) \times \left(\frac{\text{remaining period to be worked}}{\text{total period to be worked}} \right) \\
 &\hspace{15em} \text{following his/her return to work} \\
 &\hspace{15em} \text{[total period to be worked} \\
 &\hspace{15em} \text{as specified in (B)]}
 \end{aligned}$$

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

- b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three percent (93%) of his/her weekly rate of

pay for each week of the waiting period, less any other monies earned during this period;

- ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *Employment Insurance* parental benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in *Employment Insurance* benefits to which he or she would have been eligible if no extra monies had been earned during this period;
 - iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.
- d) At the employee's request, the payment referred to in subparagraph 20.07 (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of *Employment Insurance* parental benefits.
 - e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
 - f) The weekly rate of pay referred to in paragraph (c) shall be:
 - i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by

the straight time earnings the employee would have earned working full time during such period.

- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four months, the weekly rate shall be the rate the employee was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

20.08 Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on parental leave without pay or has requested a period of parental leave but has not commenced the leave, he/she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

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

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

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

- b) leave granted under this clause shall be for a minimum period of six (6) weeks or more;
- c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the Employer;
- d) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- e) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

20.10 Court Leave

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

- a) to be available for jury selection;
 - b) to serve on a jury;
 - c) by subpoena or summons to attend as a witness in any proceeding held:
 - i) in or under the authority of a court of justice or before a grand jury,
 - ii) before a court, judge, justice, magistrate or coroner,
 - iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
- or
- v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

20.11 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with compensation payable under the applicable provincial legislation for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and that authority has notified the Employer that it has certified that the employee is unable to work because of:

- a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct,
- or
- b) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to direct that the WHSCC remit to the Employer any amount of entitlement or pays to the Employer any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

20.12 Leave 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 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 not be counted:

- i) as continuous service or days/shifts with pay for the purposes of calculating vacation leave; or
- ii) as days/shifts with pay for the purposes of earning sick leave credits; or
- iii) for pay increment purposes; or
- iv) as employment for the purpose of calculating severance pay.

20.13 Religious Holy Days

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

An employee may exchange one of the Designated Paid Holidays listed in Article 21 for a requested day off with pay under this clause.

ARTICLE 21

DESIGNATED PAID HOLIDAYS

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

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

- l) one additional day when proclaimed by an Act of Parliament as a national holiday.

21.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a 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 14, Leave With or Without Pay For Alliance Business.

21.03 When a day designated as a holiday under clause 21.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

21.04 When two (2) days designated as holidays under clause 21.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

21.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 21.03:

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

and

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

21.06 When an employee works on a holiday he or she shall be paid:

- a) time and one half (1 ½) for all hours worked up to the regular daily scheduled hours of work as specified in this agreement, and double time there after, 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 of leave with pay (straight time rate of pay) at a later date in lieu of the holiday,
 - and
 - ii) pay at one and one-half (1 ½) times the straight time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified in the Hours of Work Article,
 - and
 - iii) pay at double (2x) time for all hours worked on the holiday in excess of the regular daily scheduled hours of work as specified in the Hours of Work article relating to employees on continuous shifts or irregular hours;
- c)
- i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.
 - ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight time rate of pay.
 - iii) The straight time rate of pay referred to in 21.06 (c)(ii) shall be the rate in effect when the lieu day was earned.

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

- i) compensation in accordance with the provisions of clause 21.06;
- or
- ii) three (3) hours pay at the applicable overtime rate of pay.

21.08 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

21.09 Where a day that is a 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.

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

ARTICLE 22

SICK LEAVE WITH PAY

Clauses with "FR" in the number apply only to Fire Operations Employees

FR22.01 An employee whose work schedule requires one hundred and eighty-two (182) shifts per year shall earn credits at the rate of eleven-twelfths (11/12) of a shift for each calendar month for which the employee earns pay for at least seven (7) shifts.

FR22.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that

a) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

b) he/she has the necessary sick leave credits.

FR22.03 Unless otherwise informed by the Employer, a statement signed by the employee stating the nature of his or her illness or injury and stating that because of this illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause FR22.02

a) if the period requested does not exceed five (5) days or three (3) shifts if the employee works a shift pattern,

and

- b) if, in the current fiscal year, the employee has not been granted more than ten (10) days, or seven (7) shifts if he/she works a shift pattern, wholly on the basis of statements signed by the employee.

FR22.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

FR22.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause FR22.02, sick leave with pay may, at the discretion of the Employer, be granted

- a) for a period of up to one and two-thirds (1 2/3) the annual accrual if the employee is awaiting a decision on an application for injury-on-duty leave,

or

- b) for a period equal to the annual accrual if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

FR22.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, the Employer will reinstate sick leave credits upon recovery of any sick leave advances issued to the employee. It shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

FR22.07 Sick leave credits earned but unused by an employee during a previous period of employment with the Employer shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in a position with the Employer within one (1) year from the date of layoff.

FR22.08 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

THE REMAINDER OF CLAUSES APPLY TO ALL EXCEPT FIRE OPERATIONS EMPLOYEES

22.01 Credits

An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.

22.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,

and

- b) he or she has the necessary sick leave credits.

22.03 Unless otherwise informed by the Employer, a statement signed by the employee stating the nature of his or her illness or injury and stating that because of this illness or injury he or she was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of clause 22.02(a):

- a) if the period requested does not exceed five (5) days or three (3) shifts if the employee works a shift pattern,

and

- b) if, in the current fiscal year, the employee has not been granted more than ten (10) days, or seven (7) shifts if he or she works a shift pattern, wholly on the basis of statements signed by the employee.

22.04 An employee is not eligible for sick leave with pay during any period in which the employee is on leave of absence without pay or under suspension.

22.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee:

- a) for a period of up to twenty - five (25) days if the employee is awaiting a decision on an application for injury-on-duty leave to be deducted from the annual accrual,

or

- b) for a period equal to the annual accrual if the employee has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

22.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, the Employer will reinstate sick leave credits upon recovery of any sick leave advances issued to the employee. It shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

22.07 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

22.08 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

23.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

23.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

23.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

23.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a) fails to complete the course;
 - b) does not resume employment with the Employer on completion of the course;
- or
- c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

23.05 Career Development Leave With Pay

- a) Career development refers to an activity which, in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;

- iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay shall be given for any one of the activities described in sub-clause 23.05(a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions during time spent on career development leave provided for in this clause.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

23.06 Examination Leave With Pay

At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination that takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

ARTICLE 24

EMPLOYEE ORIENTATION

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

ARTICLE 25

WASH-UP TIME

Where the Employer determines that due to the nature of work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

ARTICLE 26

LANGUAGE ALLOWANCE

- 26.01 The Employer will determine if a requirement for an additional language proficiency exists.
- 26.02 Employees who are required to be fluent in another language and who can demonstrate proficiency as required by the Employer will receive an annual "Language Allowance" of two thousand, two hundred (\$2200) dollars.

ARTICLE 27

PAY ADMINISTRATION

- 27.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- 27.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A", for the job title of the position to which the employee is appointed, unless subject to Clause 27.06.
- 27.03
- a) The rates of pay set forth in Appendix "A" hereof shall become effective on the dates specified.
 - b) Where the rates of pay set forth in Appendix "A" of the Agreement have an effective date prior to the date of signing of the Agreement the following shall apply:
 - i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the

day the Agreement is signed;

- ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;
- iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed on the effective date of the revision in rates of pay;
- iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;
- v) no payment or no notification shall be made pursuant to clause 27.03(b) for one dollar or less.

27.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

27.05 If, during the term of the Agreement, a new job title is established and implemented by the Employer, the Employer shall negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels, where applicable, but may apply an interim rate until negotiations are concluded with full retroactivity should the negotiated rate be higher.

27.06 When an employee is required by the Employer to substantially perform the duties of a higher job title level in an acting capacity and performs those duties, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher job title level for the period in which he or she acts. For fire-fighters and power engineers the acting pay will occur immediately. For all other positions, acting pay will occur immediately when the acting assignment has been approved by the Senior Manager and declared in advance. Acting pay will not be paid for periods of less than one day in duration.

- 27.07 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis and the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. Acting pay during the appointment shall be the employee's normal rate of pay plus 20%, or the employee's normal rate of pay, whichever is higher.
- 27.08 An employee whose job title is reclassified downward by the employer shall continue to receive the same rate of pay until he or she is offered a reassignment to a position rated the same as or higher than his or her current position.
- 27.09 An employee whose job title is reclassified downward by the Employer and who has refused reassignment to a permanent position rated the same as or higher than his or her position shall have his or her rate of pay reduced.

ARTICLE 28

TRAVELLING TIME

- 28.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 28.02 When an employee is required to travel outside Happy Valley – Goose Bay on Employer business, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 28.03 and 28.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.
- 28.03 For the purposes of clauses 28.02 and 28.04, the travelling time for which an employee shall be compensated is as follows:
- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
 - b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place;

- c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorise such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

28.04 If an employee is required to travel as set forth in clauses 28.02 and 28.03:

- a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,

and
 - ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.
- c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

28.05 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

28.06 The travel policy of the Employer will remain in force during the currency of this Agreement unless amended by mutual consent of both Parties.

28.07 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay. Travel status will be deemed to be only at the beginning and end of periods of detached duty; scheduled days of rest during extended periods of detached duty will be unpaid as normal.

ARTICLE 29
CALL-BACK PAY

29.01 If an employee is called back to work:

a) on a designated paid holiday which is not the employee's scheduled day of work;

or

b) on the employee's day of rest;

or

c) after the employee has completed his or her work for the day and has left his or her place of work;

and returns to work, the employee shall be paid the greater of:

i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 21.07 of Article 21 of the Agreement;

or

ii) compensation at the applicable rate of overtime compensation for time worked;

provided that the period worked by the employee is not contiguous to the employee's scheduled hours of work, or any other period of work on that day.

d) The minimum payment referred to in 29.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 44.03(e).

29.02 When an employee reports to work as a result of the conditions described in 29.01, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

or

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

29.03 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

29.04 Payments provided under Overtime and Reporting Pay provisions, the Designated Paid Holiday and Standby provisions and clause 29.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 30

STANDBY

30.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one (1) hour of pay at the regular straight time rate of the employee for each eight (8) consecutive hours or portion thereof that he or she is on standby.

30.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

30.03 No standby payment shall be granted if an employee is unable to report for duty when required.

30.04 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

- a) the applicable overtime rate for the time worked,

or

- b) the minimum of four (4) hours' pay at the hourly rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

30.05 When an employee reports to work as a result of the conditions described in 30.04, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile when the employee travels by means of his or her own automobile,

or

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

30.06 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No Pyramiding of Payments

30.07 Payments provided under the Overtime and Reporting Pay provisions, the Designated Paid Holidays and Call-Back Pay provisions of the Agreement and clause 30.04 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

30.08 This article shall not apply to Fire Operations employees and Power Engineers.

ARTICLE 31

PREMIUMS

31.01 Evening Premium

A shift worker working on a shift where half or more of the hours are regularly scheduled between 4:00 pm and 8:00 am, will receive an

evening premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours, between 4:00 pm and 8:00 am. The evening premium will not be paid for hours worked between 8:00 am and 4:00 pm.

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

31.02 Weekend Premium

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

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

31.03 Split Shift Premium

An employee shall receive an additional premium of seventy-five cents (\$0.75) per hour for all hours worked on a split shift. A split shift is defined as a shift that is regularly scheduled under this Agreement and includes one regularly scheduled interruption for purposes other than the employee's meal break or the employee's rest period. However, the foregoing shall not apply in cases where an employee requests to work on a split shift.

Clause 31.03 only applies to employees employed as Cleaners.

ARTICLE 32

STATEMENT OF DUTIES

32.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position.

32.02 The Alliance, the Employer, and/or an employee may serve notice to the other, not more frequently than once per calendar year, that the statement of duties and responsibilities provided for in Article 32.01 has changed in a

material respect and that such change ought to affect the rate of pay paid to the incumbent employee.

The Notice shall set out the details and manner it is believed the Statement of Duties and responsibilities has changed and set forth the pay adjustment desired.

- 32.03 The parties shall meet within 20 days of the Notice or such later time as may be agreed, to discuss and attempt to resolve the matter through joint consultation.
- 32.04 Failing settlement, the matter may be referred to Step Two of the grievance procedure.
- 32.05 An arbitrator shall not be entitled to set a rate of pay that is more than 20% above or below the rate paid for the position.

ARTICLE 33

SUSPENSION AND DISCIPLINE

- 33.01 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where the disciplinary decision involves suspension or dismissal only, the employee shall receive a minimum of two day's notice of such a meeting.
- 33.02 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 33.03 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 33.04 The Employer agrees not to 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.
- 33.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action

was taken, provided that no further disciplinary action has been recorded during this period.

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

33.07 An employee, who has a document or written statement related to a disciplinary issue placed on his or her personnel file, will be notified that such a document or written statement has been placed on that file, and will be given a copy of any such document or written statement.

ARTICLE 34

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

34.01

- a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- c) An employee has the right to make written comments to be attached to the performance review form.

34.02

- 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.

- 34.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 35.02 When a pregnant employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer will make reasonable efforts to find alternate duties for the employee within the bargaining unit, after consultation with the Alliance and in a manner consistent with the Collective Agreement.

ARTICLE 36

JOINT CONSULTATION

- 36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate mechanism for the purpose of providing joint consultation on matters of common interest.
- 36.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 36.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

36.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 37

LAYOFF/RECALL AND SEVERANCE

37.01 The parties agree that job security shall increase with length of service and that in the event of a lay off that exceeds or is expected to exceed two (2) weeks in duration, the following shall apply:

- a) In the event of amendments to the Contract with PWGSC executed March 25, 1998, and/or subsequent Contracts requiring layoffs, the Company undertakes to give the same notice to staff of layoff as is received from PWGSC.
- b) Layoffs due to contracting out as set forth in Article 52
- c) With the exceptions of a) and b) above, full time and part time employees will receive notice of lay off or pay in lieu of notice as follows:
 - i) 30 days to one year seniority – 15 days
 - ii) Over one years seniority – 30 days
- d) Seasonal employees and those employed less than 30 days will receive 2 days notice of lay off or pay in lieu of notice.

In this Article, Day means normal shifts of the employee.

37.02 Employees shall be laid off on the basis of their seniority, applied on a JobTitle basis based upon the principle of last on first off and such employees shall be recalled in reverse order of lay off into the Job Title.

37.03 The Employer shall provide notice to the Union to coincide with notice to employees as set out in 37.01 above, of any labour force reductions stating the numbers to be laid off, the location and the reasons for the lay off.

37.04 The Employer, in order to avoid lay off of an employee, may offer voluntary early retirement or a separation incentive to any employee. Where the Employer meets with an employee to advise them of such

opportunities the employee may request to and be represented by an Alliance representative.

37.05 An employee who meets the qualifications for an equivalent position or higher rated position as would be applicable under the Staffing Article and who agrees to be assigned or appointed to a vacant position shall not be considered to be on permanent or temporary lay off and the Employer shall be relieved from its posting obligations under the Staffing Article of this agreement.

37.06 In the event there is no equivalent or higher rated position that is vacant, an employee may agree to be assigned to a lower rated job title providing he/she meets the qualifications for the position as would be applicable under the Staffing Article and he/she shall not be considered to be on permanent or temporary lay off but shall be entitled to be reassigned to his/her old position should work become available to which his/her seniority would entitle him/her.

If an employee refuses an assignment to a lower rated job title in the bargaining unit, he/she shall be laid off with recall rights as provided for in this Article.

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

- a) reasonable leave of absence with pay not to exceed six (6) paid regular shifts for the purpose of being interviewed by a prospective employer including time for related travel upon provision of a letter from the prospective employer requesting the employee to attend for the job interview.
- b) Job search assistance co-ordinated by the Human Resources Department.

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

- a) accepting layoff, retaining the right of recall for up to one (1) year;

or,

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

37.09 Full time employees will not be required to accept part-time employment.

37.10 In the event of a short term lay off of two (2) weeks or less, lay offs at the end of a season for seasonal employees and at the end of a term for term employees, the lay off shall be made without regard to length of service and the provisions of this Article shall not apply.

37.11 The notice provisions of this Article do not apply in the event of acts of God, unforeseen circumstances or climactic and economic conditions beyond the foreseeable control of the Company.

37.12 Recall

a) Employees who have been laid off and have not accepted severance pay shall be entitled to recall as set out in 37.02 in inverse order of lay off for a period of one (1) year from the date of lay off. Upon expiry of the recall period, an employee shall receive severance pay if he/she has not been recalled.

b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions for which the employee is qualified (within the meaning of the Staffing Article) to perform the duties of the job, within a reasonable period of familiarization.

c) Any vacancies filled by an employee exercising their rights under this Article are exempt from the Staffing Article posting process.

37.13 Severance shall be calculated on the basis of the employee's weekly rate of pay on the last day of work.

37.14 Upon termination, eligible full time and part time employees, including seasonal employees, shall be entitled to two weeks pay for the first complete year, plus one week's pay for each additional year of service with Serco. Part years are to be prorated.

ARTICLE 38

GRIEVANCE PROCEDURE

38.01 The Employer and the Alliance agree that discussions should occur between employees, Alliance representatives and Employer representatives in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any such discussions.

38.02 For the purpose of this Agreement the term "grievance" shall mean any dispute between the Employer and the Alliance, or between the Employer and any employee within the jurisdiction of the Alliance, concerning the interpretation, application, or alleged violation of this Agreement.

38.03 The time limits set out in the grievance procedure are mandatory and not discretionary. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded.

In the event that the Employer does not respond to a grievance within the specified time limits, the Alliance, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Alliance until it has received the Employer's response.

In the event that a grievance is not submitted or advanced from one step to another within the time limits specified, or as extended by agreement between the Employer and the Alliance in writing, the grievance shall be deemed to be abandoned.

38.04 Employee(s) shall have the right to be represented at any step of the grievance procedure. The Alliance shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

38.05 The Employer shall designate a representative at each step of the grievance procedure. Any step in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint. If a step in the grievance procedure is waived, no other step shall be waived except by mutual agreement.

STEPS OF THE GRIEVANCE PROCEDURE

Complaint:

Any employee who has a dispute shall first discuss the matter with his or her Manager with a view to prompt settlement thereof. A complaint must be brought to the attention of the Manager as soon as practicable, to allow sufficient response time prior to the time limits required in Step One. The employee may have their Alliance representative present at such discussion.

Step One:

Within twenty (20) working days of the employee(s) becoming aware of the complaint, the complaint becomes a formal grievance if the employee and/or the Alliance present a written grievance form to Human Resources. Formal

grievances must have the approval and support of the bargaining agent. The grievance form must specify the nature of the grievance, the provision(s) of the Collective Agreement violated and the remedy requested.

Where an employee(s) commences a leave period during the twenty (20) working day period, calculation of the time in which the employee(s) has submitted the grievance has been suspended. Upon return to work, the employee(s) shall have the balance of the twenty working day period as calculated above, in which to submit the grievance.

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

Step Two:

If a satisfactory settlement has not been obtained under Step One, employee(s) and/or the Alliance representative may within ten (10) working days of the receipt of the Employer's decision under Step One, transmit the grievance to Step Two.

The designated Employer representative will arrange a hearing within five (5) working days of the receipt of a Step Two grievance. The Employer Representative shall render a decision in writing within a further five (5) working days.

Arbitration:

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

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code to be chosen from the list of arbitrators designated below. The Employer and the Alliance shall make every effort to agree on the selection of the arbitrator from the list within ten (10) working days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

LIST OF ARBITRATORS:

James Oakley
David Alcock
Christine Fagan
John Clarke
Denis Browne

In the event that the parties fail to agree on the choice of arbitrator, the next arbitrator on the list will be selected in succession beginning with the arbitrator first listed and thereafter the one immediately following the last one selected or used.

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

The arbitrator's decision shall be final and binding on both parties.

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

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

Expedited Arbitration

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The arbitrator shall be chosen by mutual agreement between the parties. Any decision flowing from this procedure shall be without precedent and shall not be used or referred to in any subsequent arbitration whether under the normal procedure or this procedure.

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within forty-five (45) days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the arbitrator's own motion or upon the petition of one of the parties;
- b) the parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) whenever possible, the arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) when it is not possible to give an oral decision at the conclusion of the hearing, the arbitrator shall render it in writing with a brief resume of the reasons. The arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;

- e) the decision of the arbitrator shall not constitute a precedent;
- f) such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
- g) such decisions from the expedited format shall be final and binding upon the parties in respect only of the specific matter arbitrated.

ARTICLE 39

RESERVED FOR FUTURE USE

ARTICLE 40

HOURS OF WORK

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

- a) For non-shift workers, eight (8) consecutive hours per day, exclusive of a lunch period, and five days per week, normally Monday to Friday, 8:00 am to 5:00 pm.
- b) For those in the Fire Operations, 42 hours per week in a shift pattern as set out in 40.04.
- c) For shift workers, an average of 40 hours per week in a shift pattern.

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

40.02 Schedules of Work

- a) The Employer shall post a schedule of hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees on a weekly basis work the hours provided for in Article 40.01.
- b) The weekly and daily hours of work may be varied by the Employer following review with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

- c) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
- d) The Employer will make every reasonable effort:
 - i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
 - ii) to avoid excessive fluctuations in hours of work; and
 - iii) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
- e) Except as provided in 40.04 for Fire Operations employees, schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules that will remain in effect for periods of not less than twenty-eight (28) calendar days.
- f) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked on the day it commenced.
- g) The Employer will provide two (2) rest periods of ten (10) minutes each per full working day. However, if due to operational requirements the Employer does not permit an employee to take a rest break the employee will be given equivalent time off with pay. An employee may be required to take such rest periods at the employee's work location when the nature of the employee's duties make it necessary.

40.03 Changes to Schedules of Work

- a) The Employer agrees there will be meaningful and constructive consultation with the local Alliance representative(s) respecting any change in hours of work that the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the meeting or within three (3) working days. This provision in 40.03 a) does not apply to circumstances when the employer changes an individual's shift, or, scheduled hours of work within the posted schedule of work.

- b) By mutual agreement, in writing, the Employer and the local Alliance representative(s) may waive the application of clause 40.02 (e).
- c) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- d) An employee whose scheduled hours of work are changed without five (5) calendar days prior notice in advance of the starting time of the change:
 - i) shall be compensated at the rate of time and one half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
 - ii) shall retain their previously scheduled days of rest immediately following the change, or, if worked, such days of rest shall be compensated in accordance with overtime provisions of this Article.

40.04 The provisions of 40.04 apply only to individuals within the Fire Operations Group:

- a) When hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.
- b) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- c) A shift schedule shall be posted in the Firehall at the beginning of each fiscal year.
- d) The Employer agrees that no shift schedule shall provide for split shifts.
- e)
 - i) The Employer shall post a duty roster in the Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ninety-six (96) hours' notice in advance of the starting time of the first shift of the employee's new platoon, the employee shall be paid at the rate of time and a half (1 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.
- f) 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. Such requests shall not be unreasonably denied.
- g) Employees who work shifts in addition to those regularly scheduled within a pay period during the life of a schedule that arise otherwise than as a result of situations contemplated in (f) above, will be considered overtime.

40.05 Overtime Compensation

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

- ii) double (2) time for each hour of overtime worked after sixteen (16) hours work in any twenty-four hour period or for hours worked in excess of regularly scheduled hours on the employee's first day of rest and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday.
- d) overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken.
- e) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- f) if any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

40.06 Scheduled Overtime – Day of Rest

- a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.
- b) The minimum payment referred to in 40.06(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 44.03 (f) of the Agreement.

40.07 Scheduled Overtime – Work Day

If an employee reports back for overtime work which is not contiguous to either

a) the employee's regularly scheduled shift on that day,

or

b) any other period of work on that day,

the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

40.08 Overtime Mileage

When an employee reports to work overtime under the conditions described in clause 40.06 and 40.07, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile,

or

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

Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

40.09 Overtime Meal Allowance

a) An employee who works three (3) or more hours of overtime,

i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period,

or

- ii) immediately following the employee's scheduled hours of work,

shall be reimbursed for one (1) meal in the amount of seven dollars and fifty cents (\$7.50), except where a free meal is provided.

- b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of seven dollars and fifty cents, except where free meals are provided, after each four (4) hour period. Management shall allow the employee reasonable time with pay in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

COMPRESSED WORK WEEK

40.10 Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 40.01. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.

40.11 The Employer and the Alliance agree that the following conditions shall apply to employees for whom variable hours of work schedules are approved pursuant to the relevant provisions of this Agreement. The Agreement is modified by these provisions to the extent specified herein.

40.12 Notwithstanding anything to the contrary contained in the Agreement the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.

a) General Terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified herein, starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer and the daily hours of work shall be consecutive.

Such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified herein over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

b) Conversion of Days to Hours

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

Notwithstanding the above, in clause 20.02 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of the Collective Agreement.

c) Leave - General

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

d) Overtime

Overtime shall be compensated for all work performed:

- i) in excess of an employee's scheduled hours of work on a scheduled working day in accordance with the provisions of this Agreement;
- ii) on days of rest at time and one-half (1 1/2) except that if the overtime is worked by the employee on two (2) or more consecutive and contiguous days of rest, the employee shall be paid at double time for each hour worked on the second and subsequent days of rest. Second and subsequent days of rest means the second and

subsequent days in an unbroken series of consecutive and contiguous calendar days of rest.

e) Travel

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

f) Designated Paid Holidays

i) A designated paid holiday shall account for the normal daily hours specified by this Agreement

ii) When an employee works on a Designated Paid Holiday, the employee shall be compensated, in addition to the normal daily hours' pay specified by this Agreement, time and one-half (1 ½) up to his or her regular scheduled hours worked and double (2) time for all hours worked in excess of his or her regular scheduled hours.

g) Vacation Leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in the specific article of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

h) Sick Leave

Employees shall earn sick leave credits at the rate prescribed in Article 22 of this Agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

i) Shift Premium

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

j) Acting Pay

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

k) Exchange of Shifts

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

l) Minimum Number of Hours Between Shifts

The provision in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to compressed work weeks.

ARTICLE 41

BENEFITS

41.01 It is mandatory for eligible full-time, part-time and seasonal employees to participate in the Company Benefits plan. The only optional coverage is Group Health and Dental if the eligible staff member can provide evidence of coverage under another plan.

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

41.03 It is acknowledged these benefits will be provided through an insurance policy(s) and the Employer agrees to make every reasonable effort to maintain the current level of benefits.

41.04 Dental Plan

Dental coverage is available to eligible employees through an insurance plan that is fully funded by the Employer. Full details of the services covered are available from the Human Resources Department. The Employer reserves the right to alter, re-balance or renegotiate provisions of the plan with an insurance underwriter.

41.05 Group Health Coverage

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

41.06 Basic Life and Accidental Death and Dismemberment Insurance

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

41.07 Long Term Disability

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

41.08 Medical Travel Within Canada

- a) Medical travel coverage is available commencing January 1, 2000. This plan will pay for the following expenses for eligible employees, their spouses and dependents upon referral elsewhere in the Province or in Canada by a qualified medical practitioner for treatment not available in the local area, and the round trip is 1000 road Kilometres or more.
 - Travelling expenses for the person requiring the treatment and one companion if recommended by the attending doctor. Expenses incurred by companions will be charged against the usage of the person requiring treatment. Benefits are limited to either round trip economy class travel or automobile fuel expenses. Taxicab, car rental charges and automobile repair charges are not covered.
 - Lodging expenses for the person requiring the treatment and one companion. Benefits are limited to moderate quality accommodation for the area in which the expense is incurred. Telephone and meal expenses are not covered.
- b) Medical travel expenses identified above are limited to a four year maximum of \$3000, from the original date of January 1, 2000.
- c) Effective April 1, 2003, the Employer will restart medical travel expenses as identified above to all eligible employees, their

spouses and their dependents for a further five year period to a maximum of \$3750 per person.

- d) The Employer will provide assistance in completing applications for the Provincial Medical Travel Assistance Program to offset eligible expenses within the Employer medical travel plan, and to cover expenses not identified in the Employer plan. Eligible expenses recovered under the Provincial plan will be reimbursed to the Employer and will be credited to the maximum allowable. Application to the Provincial Program will not delay or affect the provision of medical expenses as identified above.

41.09 Medical Plan Review

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

ARTICLE 42

AGREEMENT REOPENER

This Agreement may be amended by mutual consent.

ARTICLE 43

TECHNOLOGICAL CHANGE

43.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Canada Labour Code provisions will apply. Only where the employee does not lose employment as a result of technological change the following clauses 43:02 to 43:07 will apply.

43.02 In this Article "Technological Change" means:

- a) the introduction by the Employer of equipment or material of a different nature than that previously utilized;

and

- b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 43.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees that might result from such changes.
- 43.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 43.05 The written notice provided for in clause 43.04 will provide the following information:
- a) The nature and degree of change;
 - b) The anticipated date or dates on which the Employer plans to effect change; and
 - c) The location or locations involved.
- 43.06 As soon as reasonably practicable after notice is given under clause 43:04, the Employer shall consult with the Alliance concerning the effects of the technological change referred to in clause 43:04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- a) The approximate number, class and location of employees likely to be affected by the change; and
 - b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 43.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 43.08 During the notice period described in Article 43.04, the parties undertake to meet and to hold constructive and meaningful joint consultations in an

effort to reach agreement or solutions to the problems or implications arising from the technological change.

ARTICLE 44

EMPLOYEE STATUS

44.01 Probationary Employees

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

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

44.02 Full Time Employees

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

44.03 Part-Time Employees

A part-time employee is an employee hired for an indeterminate period whose regularly scheduled hours are less than those established in Article 40 - Hours of Work but not less than ten (10) hours and not greater than thirty (30) hours per week.

The parties to this Collective Agreement may, with the consent of the concerned employee, agree to waive the requirement of a minimum of ten (10) hours and maximum of thirty (30) hours of work per week for a determined period of time.

Part-time employees will not be utilized as operational firefighters.

a) Pay

Part time employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees.

b) Days of Rest

The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this Agreement.

c) Designated Holidays

i) A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

ii) When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 of the Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified in this Agreement and double (2) time thereafter.

iii) A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 21.01 of this Agreement, shall be paid for the time actually worked in accordance with (ii) above, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

d) Overtime

i) Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this Agreement, of a full-time employee, but does not include time worked on a holiday.

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

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

e) Call-Back

When a part-time employee meets the requirements to receive call-back pay in accordance with 29.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

f) Reporting Pay

Subject to 44.03(b), when a part-time employee meets the requirements to receive reporting pay on a day of rest, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

g) Benefit Coverage

Part-time employees shall be entitled to participate in the benefit plans provided in this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees unless otherwise specified in this Agreement.

h) Leave

i) Bereavement Leave

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

ii) Vacation Leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal work week, at the rate for years of service established in the vacation leave entitlement clause specified by this Agreement, prorated and calculated as follows:

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

iii) Sick Leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

iv) Leave Administration

- a) For the purposes of administration of vacation or sick leave, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- b) An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.
- c) Leave will only be provided during those periods in which employees are scheduled to perform their duties

i) Severance Pay

Notwithstanding the provisions of Article 37 (Severance Pay) of the Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full and

part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

44.04 Seasonal Employees

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

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

Seasonal employees will not be utilized as operational firefighters.

a) Benefits:

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

b) Vacation Leave:

Seasonal employees will not ordinarily accrue vacation credits as per Article 19 – Leave General but will be provided with six (6)% vacation pay on a bi-weekly basis. Seasonal employees who work at least six (6) months per twelve month period may opt to have vacation credits accrue at the rate set out in Article 19.

c) Recall & Severance:

Providing there are the requirements for staff, seasonal employees will be recalled by the Employer, in order of seniority, for the subsequent work season, unless the seasonal employee has been notified by the Employer not later than his/her last day of employment, that, consistent with the provisions of this agreement, he/she will not be recalled.

If a seasonal employee is not recalled because of a change in staffing requirements, he or she shall be entitled to severance payments as per Article 37.13 of the collective agreement where

he/she is prepared to surrender any and all recall rights. Service will be calculated based on actual time employed.

44.05 TERM EMPLOYEES

- a) Term employees are employees hired for a specified period of time determined at the time of hire, not to exceed eighteen (18) months for the purpose of:
 - i) replacement of permanent employees who are on leave with or without pay; or
 - ii) non-recurring work
- b) Term employees may be hired for a period of time exceeding eighteen (18) months if they are hired for the replacement of permanent employees on leave as follows:
 - i) pursuant to clause 14.10, 20.08, 20.09 or
 - ii) on extended sick leave or long term disability, or
 - iii) who may have been assigned to a special project and is expected to return to their original position.
- c) All Term employees will be advised in writing of their termination date when hired. With the exception of clause 44.05 (b) above, if the term of employment extends beyond eighteen (18) months in the same position, the individual will be granted non-probationary, indeterminate employment status.
- d) Unless otherwise provided for in this Agreement, term employees shall be entitled to all the provisions provided under this agreement. Term employees are not covered by Layoff/Recall and Severance.
- e) Vacation Leave

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

- i) receive six (6%) vacation pay on a bi-weekly basis; or
- ii) accumulate vacation leave with pay at the rate of ten (10) hours for each month in which the employee receives at least eighty (80) hours pay. Earned vacation leave with pay can be taken after the completion of six months continuous

service at a time convenient to the employee and the Employer, or at the completion of their term.

- f) If the term of employment extends beyond six (6) months of continuous employment the employee is eligible for coverage under the leave provisions outlined in Article 19, 20 and 22 and may participate in the benefit plans, with the exception of the pension plan.
- g) 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 45

RESERVED FOR FUTURE USE

ARTICLE 46

BREAK IN SERVICE AND EMPLOYMENT

46.01 Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay as per the provisions of Article 37.13;
- c) is discharged for just and sufficient cause;
- d) abandons his/her position by failing to report for duty for three (3) consecutive work days. Termination will not take place if the employee has notified the Employer in advance of the three days and has provided a reason acceptable to the Employer, or is able to provide a reason acceptable to the Employer upon his/her return.

ARTICLE 47

PENSION PLAN

- 47.01 Full-time, part-time and seasonal employees are eligible to join the Employer Pension Plan. The Employer pension plan is a registered retirement, defined contribution plan underwritten by an Insurance Company. Details of the plan are available on request from the Human Resources Department.
- 47.02 Employees must contribute a minimum of 1% of base salary and the Employer will match employee contributions of base salary as per the following schedule:
- Up to 9 years of service: to a maximum of 4%
After 9 years of service: to a maximum of 5%
- 47.03 The Employer reserves the right, through consultation with the union, to change the insurer underwriting the Pension Plan.

ARTICLE 48

SENIORITY

- 48.01 Seniority means length of service with Serco since Sept. 1, 1998.
- a) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
 - b) Seniority will not be transferable between bargaining units except as outlined in Clause 48.06(a):
- 48.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rated basis in accordance with the proportion of full-time hours worked.
- 48.03 Seniority shall be a factor in cases of conflict for layoffs and recalls from layoff (subject to Article 37, Layoff/Recall and Severance).
- 48.04 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as established by placing the names of the concerned employees on paper in a container (hat) and then have the names selected at random by the concerned employees in the presence of a representative of the Alliance.

48.05

- a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months by the Employer and posted on bulletin boards, with a copy forwarded to the President of the Union Local.
- b) An employee who feels that they are improperly placed on a seniority list for the first time shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this Agreement. Once the time limit has expired or a grievance resolved then the seniority for such individuals shall be conclusive.

48.06

- a) For the purpose of Layoff/Recall and the application of Article 37 (Lay-off/Recall and Severance), employees permanently appointed to a position outside their bargaining unit but within the other bargaining unit, where both bargaining units are represented by the Alliance, shall retain but cease to accumulate seniority in their former bargaining unit for a period not exceeding 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 nor required to perform any work outside their bargaining unit.

48.07 An employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

ARTICLE 49

UNIFORMS, TOOLS AND CLOTHING

- 49.01 For the health and safety of employees and the public image of the Employer, uniforms and protective clothing will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Employer to wear them on duty.
- 49.02 The Employer will determine, as deemed necessary by the type of position and working conditions, the scale of issue and the type of clothing. The clothing provided will be from the following range, provided that additional issues may be approved in extenuating circumstances.

Shirts	2 (short sleeve)
Shirts	2 (long sleeve)
Pants	2
Coveralls	1 (if required)
Winter Boots	1 Pair (Steel toe as required)
Rain Gear	1 (Jacket and Pants)
Winter Parka	1
Jacket	1
Gloves	1 Pair
Toque	1
Steel Toe Boots	1 Pair (where required by nature of job)

Fire Fighter Group:

a) Day Workers

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

b) Shift Workers

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

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

Gloves	2 Pairs
Rain Gear	1 (Jacket and Pants)

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

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

General Conditions

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

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

49.04 Employees must return any tools or clothing issued to them on request or when their employment with the Company terminates. If they do not do this, they will be liable to pay the Employer, by deduction from salary or otherwise, a sum not exceeding the net cost of the items not returned. Uniforms may not be modified in any way.

ARTICLE 50

FIREFIGHTER PHYSICAL FITNESS

50.01 The parties agree that Firefighters should maintain a minimum level of physical fitness and that the Medical Considerations outlined in the Department of National Defence, Fire Fighter Physical Fitness Maintenance Program, as amended from time to time, will apply. The current Program is attached as Appendix C.

50.02

- a) Operational requirements permitting, Firefighters will be scheduled for a minimum of one (1) hour per shift during their working hours to exercise in order to maintain their physical fitness with apparatus

provided and maintained by the employer.

- b) Firefighters will participate in an annual physical fitness test, as determined by the Department of National Defence, Fire Fighter Physical Fitness Maintenance Program.

50.03 Such a program will include a doctor, who, based on his/her assessment of the referred Firefighter, will make one or more of the following recommendations:

- i) The firefighter is fit for the physical fitness evaluation and subsequent training:
 - without limitations; or
 - with limitations noted.
- ii) The firefighter is unfit for the evaluation and subsequent training:
 - permanently; or
 - temporarily

50.04 The following shall be deemed failures:

- any refusal to participate in the Program;
- any refusal of the annual evaluation;
- any health related problem(s) that would prevent any firefighter from engaging in an exercise prescription or program and taking the annual evaluation; and
- any firefighter who does not complete the entire circuit or fails to complete the circuit within the specified time limits set out in the DND Fire Fighter Physical Fitness Maintenance Program.

50.05 The following remedial actions shall apply:

- a) If there is a failure to participate in the fitness evaluation for medical reasons as specified in 50.03 then he/she must proceed under 50.05(c) below; or,
- b) Failure to complete the circuit or completion of the circuit in greater than the time limit allowed during the annual physical fitness test shall result in a mandatory re-evaluation being required within 90 days;
- c) If he/she fails the second test or is unfit for medical reasons he/she shall under the supervision of a qualified physician in the area of occupational fitness, develop a plan to assist the firefighter in meeting the physical fitness circuit requirements within a further 90 days;
- d) A failure to meet the physical fitness requirements or be medically

unfit to do the test after the procedure in (c) has been completed will require the fire fighter concerned to be processed under Article 50.06;

- e) Any failure for medical reasons shall result in an annual physical fitness test until such time as the employee is fit for re-evaluation testing;
- f) Refusal to participate in the program or the annual physical fitness test shall result in disciplinary action.

50.06 In the event that any firefighter fails the final re-evaluation as set out in 50.05, the firefighter may be reassigned to an equivalent or lower rated position, if a vacancy is available or non-disciplinarily terminated under this agreement.

This Article is subject to change depending upon the findings and decisions of any subsequent Canadian Human Rights Board.

ARTICLE 51

FIREFIGHTER OPERATING PROCEDURES

51.01 For the duration of this Collective Agreement:

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

ARTICLE 52

WORK IN THE BARGAINING UNIT

52.01 Excluded staff will not perform duties normally assigned to those employees who are covered by this Agreement except in emergencies or when regular employees are not available.

52.02 Contracting out is accepted by the parties in respect to the following complete functions: Food Services, Security, and Transient Servicing.

52.03 For the life of this Collective Agreement, employees shall not be subject to layoff or have their hours of work reduced, or for seasonal employees have their recall rights affected, as a result of the Employer contracting out Bargaining Unit work. Reassigned employees will be fully salary protected in accordance with Clause 27.08 and 27.09.

ARTICLE 53

DURATION OF AGREEMENT

This Agreement shall be effective from the 1st day of July 2002, up to and including the 31st day of March 2008, and year to year thereafter unless one of the parties gives notice to the other that it desires to amend, revise or terminate this Agreement.

ARTICLE 54

ISOLATED POST ALLOWANCE

54.01 All permanent full-time, part-time and seasonal employees are entitled to an isolated post allowance to assist in compensating for the higher cost of living in Labrador.

54.02 The isolated post allowance will commence April 2004, at a rate of \$0.50 for each regular hour worked. Isolated post allowance will not be paid on premium hours or for hours of unpaid leave.

ARTICLE 55

LEAVE TRAVEL ASSISTANCE

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

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

55.03 Full-time and part-time employees shall receive \$350 per eligible family member. Seasonal employees shall receive an LTA that is pro-rated based upon the proportion of time worked to a full year.

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

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

- a) A person under the age of eighteen (18) years residing full time with the employee;
- b) A person under the age of twenty-four (24) years in full time attendance at an educational facility;
- c) A person who by reason of mental or physical disability is residing with the employee;
- d) legal wards of the employee.

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

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

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