

# Agreement between

**ATCO Structures & Logistics Ltd.**



and

**The Public Service Alliance  
of Canada (PSAC)**



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

**NFTC/15 Wing Moose Jaw**

UNDE Local 40800

**Expiry Date: December 31, 2023**



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**Table of Contents**

**ARTICLE 1 - PURPOSE ..... 1**

**ARTICLE 2 - INTERPRETATION AND DEFINITIONS ..... 1**

**ARTICLE 3 - RECOGNITION ..... 3**

**ARTICLE 4 - MANAGEMENT RIGHTS ..... 3**

**ARTICLE 5 - UNION SECURITY ..... 3**

**ARTICLE 6 - WORK IN THE BARGAINING UNIT ..... 4**

**ARTICLE 7 - STRIKES AND LOCK-OUTS ..... 4**

**ARTICLE 8 - JOINT CONSULTATION ..... 4**

**ARTICLE 9 - INFORMATION ..... 5**

**ARTICLE 10 - RESTRICTION ON OUTSIDE EMPLOYMENT ..... 5**

**ARTICLE 11 - USE OF EMPLOYER FACILITIES ..... 5**

**ARTICLE 12 - EMPLOYEE REPRESENTATIVES ..... 6**

**ARTICLE 13 - GRIEVANCE PROCEDURE ..... 6**

**ARTICLE 14 - UNION REPRESENTATION AND DISCIPLINE ..... 8**

**ARTICLE 15 - DISCRIMINATION, HARASSMENT AND WORKPLACE VIOLENCE ..... 9**

**ARTICLE 16 - EMPLOYEE STATUS ..... 10**

**ARTICLE 17 - PROBATION ..... 11**

**ARTICLE 18 - HOURS OF WORK AND SHIFT WORK ..... 12**

**ARTICLE 19 - OVERTIME/REPORTING PAY ..... 16**

**ARTICLE 20 - TRAVELLING TIME AND TRAVELLING BETWEEN WORKSITES ..... 19**

**ARTICLE 21 - CALL-BACK ..... 21**

**ARTICLE 22 - STANDBY ..... 21**

**ARTICLE 23 - SHIFT PREMIUMS ..... 22**

**ARTICLE 24 - DIRTY WORK ALLOWANCE ..... 22**

**ARTICLE 25 - PAY ADMINISTRATION ..... 22**

**ARTICLE 26 - DESIGNATED PAID HOLIDAYS ..... 24**

**ARTICLE 27 - VACATION LEAVE WITH PAY ..... 26**

**ARTICLE 28 - LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION  
BUSINESS ..... 29**

**ARTICLE 29 - OTHER LEAVE WITH OR WITHOUT PAY ..... 30**

**ARTICLE 30 - EDUCATION FINANCIAL ASSISTANCE AND CAREER  
DEVELOPMENT LEAVE ..... 36**

**ARTICLE 31 - APPRENTICESHIP ..... 37**

**ARTICLE 32 - STAFFING PROCEDURE ..... 38**

**ARTICLE 33 - JOB CLASSIFICATION ..... 39**

**ARTICLE 34 - STATEMENT OF DUTIES ..... 39**

**ARTICLE 35 - EMPLOYEE FILES ..... 40**

**ARTICLE 36 - TECHNOLOGICAL CHANGE ..... 40**

**ARTICLE 37 - LAYOFF/RECALL AND SEVERANCE ..... 41**

**ARTICLE 38 - SENIORITY ..... 45**

**ARTICLE 39 - HEALTH AND SAFETY ..... 46**

**ARTICLE 40 - SICK LEAVE WITH PAY ..... 48**

**ARTICLE 41 - PENSION ..... 49**

**ARTICLE 42 - BENEFITS..... 50**  
**ARTICLE 43 - REGISTRATION FEES..... 51**  
**ARTICLE 44 - CLOTHING..... 51**  
**ARTICLE 45 - PHYSICAL FITNESS (FIREFIGHTERS)..... 54**  
**ARTICLE 47 - AGREEMENT RE-OPENER..... 54**  
**ARTICLE 48 - DURATION..... 54**  
**APPENDIX “A” - RATES OF PAY..... 56**  
**APPENDIX “A-1” – PAY NOTES..... 57**

## **ARTICLE 1 PURPOSE**

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

## **ARTICLE 2 INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this agreement:

“Alliance” means the Public Service Alliance of Canada;

“allowance” means compensation payable for the performance of special or additional duties;

“annual rate of pay” means an employee’s weekly rate of pay multiplied by fifty- two point one seventy-six (52.176);

“bargaining unit” means all employees of the ATCO Structures & Logistics Ltd. engaged in the provision of support services to military pilot training programs at CFB 15 Wing Moose Jaw, Saskatchewan, save and except Operations Manager, Project Manager, Manager of Finance and Administration, Supervisor, Human Resources and Accounting, Systems Administration Clerk and Receptionist/Works Control Clerk;

“compensatory leave” means leave with pay in lieu of cash payment for overtime. The duration for such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

“continuous employment” means all employment with the Department of National Defence at CFB Moose Jaw prior to 15 May 1998 as well as employment with ATCO Structures & Logistics at 15 Wing Moose Jaw. For the purposes of this definition, the time spent “in uniform” at CFB Moose Jaw does not qualify as continuous employment.

“daily rate of pay” means an employee’s hourly rate of pay times his/her normal number of hours of work per day;

“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 or her position other than by reason of the employee being on leave or absent from duty without permission;

“employee” means a person so defined in the Canada Labour Code;

“Employer” means ATCO Structures & Logistics Ltd., NFTC 15 Wing Moose Jaw, and includes any person authorized to exercise the authority on behalf of the Corporation;

**“Indigenous” means Aboriginal as defined under the Canada Labour Code (Indian, Inuit and Metis);**

“hourly rate of pay” means the rate of pay specified in Appendix A;

“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 Public Service Alliance of Canada as the dues payable by its members as a consequence of their membership in the Public Service Alliance of Canada;

“pay” means basic rate of pay as specified in Appendix “A” and includes supervisory differential where applicable;

“shift worker” means a worker whose normal shift is other than Monday to Friday, from 7:30am until 4:00pm. Casual employees are not shift workers and are not entitled to weekend premiums or shift premiums.

“spouse” will, when required, be interpreted to include common-law spouse. A “common-law” relationship will be deemed to exist after twelve (12) consecutive months of cohabitation.

“overtime” means:

- (i) in the case of all full-time employees, authorized work in excess of the employee’s scheduled hours of work;  
or
- (ii) in the case of part-time employees, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by this collective agreement;

“time and one-half” means one and one-half (1½) times the employee’s hourly rate of pay;

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

“weekly rate of pay” means an employee’s daily rate of pay multiplied by five (5);

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement:

- (a) if defined in the Canada Labour Code, have the same meaning as given to them in the Canada Labour Code;

- (b) if defined in the Interpretation Act, but not defined in the Canada Labour Code, have the same meaning as given to them in the Interpretation Act.

### **ARTICLE 3 RECOGNITION**

- 3.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board and as amended from time to time.

### **ARTICLE 4 MANAGEMENT RIGHTS**

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

### **ARTICLE 5 UNION SECURITY**

- 5.01 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. Casual employees, as defined in Article 16.04 - Employee Status, shall have membership dues deducted if they work more than twenty (20) hours per pay period. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.
- 5.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 5.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 5.04 The amounts deducted in accordance with Clause 5.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the twenty-fifth (25<sup>th</sup>) 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.
- 5.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

- 5.06 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

**ARTICLE 6  
WORK IN THE BARGAINING UNIT**

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

**ARTICLE 7  
STRIKES AND LOCK-OUTS**

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

**ARTICLE 8  
JOINT CONSULTATION**

- 8.01 The parties acknowledge the mutual benefits to be derived from joint consultation and will establish a Union-Management Consultation Committee for the purpose of joint consultation on matters of common interest.
- 8.02 Upon request of either party, the parties to this agreement shall consult meaningfully in accordance with the terms of reference as agreed by the Committee about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 8.03 The Employer agrees to give the Alliance reasonable opportunity to consider and to consult prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the agreement.
- 8.04 The Employer agrees that joint consultation meetings at least two times per year.

## **ARTICLE 9 INFORMATION**

- 9.01 The Employer shall provide the Local, within a period of fifteen (15) days, the names, classification and work location of newly appointed employees.
- 9.02 The Employer agrees to make available an electronic copy of the Collective Agreement within one (1) month of final signing. The Employer shall make available at least one copy at each work site and a copy will be provided to an Employee upon request.
- 9.03 The Employer agrees to provide the President of the Local Union of PSAC with a copy of the Employer's current organization chart.

## **ARTICLE 10 RESTRICTION ON OUTSIDE EMPLOYMENT**

- 10.01 Employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer, except for those activities that would put them in direct competition with the Employer's business and provided that such other employment does not impact the employees performance of his/her work for the Employer.

## **ARTICLE 11 USE OF EMPLOYER FACILITIES**

- 11.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Alliance, shall require prior approval of the Employer.
- 11.02 The Employer agrees to permit Alliance representatives to use the Employer's electronic communications systems (E-mail) where available, for union business, subject to Employer policy on e-mail responsibilities.
- 11.03 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 11.04 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend joint meetings called by management.
- 11.05 Where practical, the Employer will provide a meeting room to the Local so that it may carry out union business.



**ARTICLE 12  
EMPLOYEE REPRESENTATIVES**

- 12.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 12.02 The Alliance shall determine the jurisdiction of each representative.
- 12.03 The Alliance shall notify the Employer in writing the name and jurisdiction of its representatives.
- 12.04 A representative shall obtain permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.
- 12.05 The Employer shall ensure that, on their first day of work, new employees are introduced to a representative of the Alliance, as identified by the union Local Executive, and given a minimum of one (1) hour for the union to provide and explain their orientation package.

**ARTICLE 13  
GRIEVANCE PROCEDURE**

- 13.01 The parties agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussions between employees, Union representatives and Employer representatives. Where discussions on problems or differences occur, the time limits in Step 1 will be extended by the appropriate number of days.
- 13.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the Union, or between an employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the Alliance.
- 13.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. If the time limits set out in Steps 1, 2, or 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

- 13.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall run against the Union until it has received the Employer's response.
- 13.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representatives shall be given leave with pay to attend such meetings. When an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and a representative of the Alliance wishes to discuss the grievance with that employee, the employee and the representative will be given reasonable leave with pay for this purpose. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 13.06 The employee(s) shall be advised of their right to have a union representative present at any disciplinary meeting held with bargaining unit employee(s).
- 13.07 The Employer shall designate a representative at each level of the grievance procedure and shall inform the union in writing on an annual basis, or as required, of the name and title of the person designated at each level.

## **STEPS OF THE GRIEVANCE PROCEDURE**

### STEP 1

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

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

### STEP 2

If a satisfactory settlement has not been obtained under the previous step, then the employee(s) or the Union representative may, within fifteen (15) days of the receipt of the Employer's decision under Step 1, render the grievance in writing, including the redress requested, to the level of management above the Employer representative referred to in Step 1, with a copy to Human Resources. This level of management (Employer representative) shall call a meeting and render a decision within ten (10) days of the receipt of the grievance.

### STEP 3

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration within thirty (30) days of the expiry of the time limits set out in Step 2. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the PSAC shall make every reasonable effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

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

The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income. The arbitrator shall render his award within a reasonable period. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear one-half (½) of the cost of the arbitrator. The arbitrator shall not change, modify or alter any of the terms of this contract.

## **ARTICLE 14 UNION REPRESENTATION AND DISCIPLINE**

- 14.01 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty or terminated, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer will give such notification at the time of suspension or termination.

A grievance filed as a result an employee being suspended or terminated shall, be heard at Step 2 and if necessary, at Step 3 of the grievance procedure. **For issues under this article, prior to moving to Step 3 of the grievance procedure, the Parties may agree to have meaningful discussion with a view to resolving the grievance with the assistance of the PSAC Grievance Mediator.**

- 14.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 14.03 The employee(s) shall be advised of his/her right to have a union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).
- 14.04 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a representative of the Alliance attend the meeting. **The Employer shall provide a reasonable amount of notice for the meeting. Typically, the meeting will occur on the next workday. If representation is available, the employee may elect to have the meeting sooner.**

- 14.05 The Employer shall not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 14.06 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 three (3) years have elapsed since the disciplinary action was taken provided that the incident in the document/written statement has not been repeated within the three (3) year term.

## **ARTICLE 15**

### **DISCRIMINATION, HARASSMENT AND WORKPLACE VIOLENCE**

- 15.01 There shall be no discrimination, interference, restriction other than where there is a bona fide job requirement, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or membership or activity in the union.
- 15.02 Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- 15.03 The Alliance and the Employer recognize the right of all persons employed by the Employer to work in an environment free from violence, sexual or personal harassment, and agree that violence and harassment will not be tolerated in the workplace.
- 15.04 In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- 15.05 Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.
- 15.06 There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to an investigation and/or the grievance procedure.
- 15.07 If an investigation is performed, the employee shall receive a copy of the investigation report.
- (a) Any level of the grievance procedure shall be waived if a person hearing the grievance is subject to the complaint.
  - (b) If by reason of (a) above, a level of the grievance procedure is waived, no other level shall be waived except by mutual agreement.

- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

## **ARTICLE 16 EMPLOYEE STATUS**

### **16.01 FULL TIME EMPLOYEES**

A full time employee is an employee hired for an indeterminate period whose hours are those established in Article 18 - Hours of Work.

### **16.02 SEASONAL EMPLOYEES**

A seasonal employee is an employee hired for seasonal work primarily in the winter.

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

Seasonal employees will be eligible to participate in the benefit plans in accordance with ATCO Structures & Logistics' benefit plan for term employees as described in Article 42 during the time they are employed by ATCO Structures & Logistics. During the period of time which they are not actively in the employ of ATCO Structures & Logistics, seasonal employees will be able to participate in all benefit plans with the exception of Long Term Disability and Accidental Death and Dismemberment, providing they pay one hundred percent (100%) of the cost of all premiums.

Providing there are the manpower requirements, seasonal employees will be recalled by the employer, in order of seniority. Recall letters shall include start and finish dates 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 manpower requirements, he or she shall be entitled to severance payments as per Article 37 of the Collective Agreement. Service will be calculated based on actual time employed.

Seasonal employees will not accrue vacation credits as per Article 27 - Vacation Leave With Pay but will be provided with six per cent (6%) vacation pay on a bi-weekly basis.

### **16.03 TERM EMPLOYEES**

- (a) Term employees are employees hired for a specified period of time determined at the time of hire, not to exceed eighteen (18) months for the purpose of:
- (i) replacement of permanent employees who are on leave with or without pay, or,
  - (ii) short-term assignments, or,
  - (iii) non-recurring work.

- (b) Term employees may be hired for a period of time exceeding eighteen (18) months if they are hired for the replacement of permanent employees on leave as follows:
  - (i) pursuant to clause 28.10, or 29.05,
  - (ii) on extended sick leave or long term disability.
- (c) All term employees will be advised in writing of their termination date when hired. With the exception of clause 16.03(b) above, if the term of employment extends beyond two (2) years in the same position, the individual will be granted non-probationary, indeterminate employment status.
- (d) Term employees are covered by all provisions of this Collective Agreement, except Article 37 – Layoff/Recall and Severance.
- (e) For the purpose of Vacation Leave, Term employees will, at the time of hire, receive six percent (6%) vacation pay on a bi-weekly basis and be entitled to the equivalent amount of vacation leave without pay at a time convenient to the employee and the Employer
- (f) If the term of employment extends beyond **three (3)** months of continuous employment, the employee is eligible to coverage under the sick leave provisions outlined in Article 40 and may participate in the benefit plans in accordance with **the Employer’s benefit plan on the first day of the month following ninety (90) days of employment** as described in Article 42.
- (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.

#### 16.04 CASUAL EMPLOYEES

Casual employees are employees hired from time to time to cover full time employees during leave and other absences from work.

### **ARTICLE 17 PROBATION**

17.01 All newly hired employees shall be considered on probation for a period of six (6) months. Employment during probation will be credited to the employee for the calculation of continuous employment. **Subject to mutual agreement between the Company and the Union the probationary period for any given employee may be extended for just cause up to 3 months. In the event that an employee’s probationary period is extended, the Employer shall notify the employee, in writing, of such an extension. Said written notification shall include the Employer’s reasons(s) for extending the employee’s probationary period as well as reasonable objectives to be met by the employee during such extension.**

- 17.02 A probationary period will only apply upon initial appointment to the ATCO Structures & Logistics Ltd. at NFTC 15 Wing Moose Jaw.
- 17.03 During the probationary period an employee will be provided with orientation, training and guidance. This is to ensure that he/she understands his/her job duties and the Employer's performance requirements. Not later than the mid-point of his/her probationary period, the employee will have his/her job performance evaluated in accordance with the performance review process outlined for the position.
- 17.04 The employee will be given written notification of the successful completion of his/her probationary period.
- 17.05 The newly hired employee may **be released on probation** for just cause if he/she is found to be unsuitable for continuing employment. In determining the suitability of employment of a probationary employee, only factors that can reasonably be expected to affect work performance will be evaluated. **Release on probation shall not be subject to the grievance process where the probation has been extended as outlined in Article 17.01**
- 17.06 In the case of a subsequent appointment to another position, a three (3) month trial period will be in effect during which time the employee who has moved to the new position who does not wish to remain in that position, or does not satisfy the job requirements of that position will be returned to the former position. Any other employees whose positions were changed as a result of the selection process shall also be returned to their former positions.
- 17.07 Every employee terminated by reason of rejection on probation who has worked for the Employer for less than three (3) months, shall be given a one (1) week paid notice period.

## **ARTICLE 18 HOURS OF WORK AND SHIFT WORK**

- 18.01 For the purpose of this Article:
- (a) "day" means a twenty-four (24) hour period commencing at 00:00 hour.
  - (b) "week" means a period of seven (7) consecutive days beginning at 00:00 hour Monday morning and ending at 24:00 hours the following Sunday night.
- 18.02 Except as provided otherwise herein, the normal hours of work for all employees, exclusive of the thirty (30) minute unpaid lunch period, shall be eight (8) hours per day and forty (40) hours per week from Monday to Friday and scheduled between the hours of 7:30AM and 4:00PM.



### 18.03 SCHEDULES OF WORK

- (a) The Employer will schedule the hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees, on a weekly basis work an average of forty (40) hours and an average of five (5) days per week; and, work eight (8) consecutive hours per day, exclusive of one-half (½) hour meal period;
- (b) When establishing schedules of work the Employer shall consider the wishes of the majority of employees concerned.
- (c) The Employer will make every reasonable effort to:
  - (i) not schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift; and,
  - (ii) to avoid excessive fluctuations in hours of work; and,
  - (iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees; and,
  - (iv) 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.
- (d) 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, which will remain in effect for periods of not less than fifty-six (56) calendar days.
- (e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
  - (i) on the day it commenced where half or more of the hours worked fall on that day, or,
  - (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.



- (f) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day. However, if due to operational requirements the Employer does not permit an employee to take a rest break(s), the employee will be given overtime compensation or compensatory time off at the applicable rate for the period of the missed rest break(s).
- (g) An employee may be granted flexible hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the employee works. Such an arrangement shall not be unreasonably denied.
- (h) It is recognized that certain continuous operations require that employees be on the job for a full shift. In these operations, such employees will be paid for a one half (½) hour meal period which will be taken at the workplace. A specified meal period shall be scheduled as close to the mid-point of the shift as possible.

The one-half (½) hour meal period will be paid in accordance with the applicable overtime provisions.

#### 18.04 CHANGES TO SCHEDULES OF WORK

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

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

- (b) Upon request from the Local union representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local union representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local union representative(s). By mutual agreement, in writing, the Employer and the Local union representative(s) may waive the application of clause 18.03(d).
- (c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.
- (d) 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.

- (e) An employee whose scheduled hours of work are changed without five (5) days prior notice in advance of the starting time of the change:
  - (i) shall be compensated at the rate of time and one-half (1½) 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 his or her next previously scheduled days of rest following the change, or, if worked, such days of rest shall be compensated in accordance with Article 19.02 - Overtime/Reporting Pay.

#### 18.05 VARIABLE HOURS OF WORK

- (a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in clause 18.02. In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- (b) Notwithstanding anything to the contrary contained in this Agreement the implementation of any variation in hours shall not result in any additional overtime work or any additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement;
- (c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.

#### 18.06 COMPRESSED WORK WEEK

- (a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete his/her weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement. Such requests shall be subject to operational requirements and shall not be unreasonably denied.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional payment by reason only of such variation.

#### 18.07 GENERAL TERMS RESPECTING COMPRESSED WORK WEEK

- (a) 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 by this Agreement. Starting and finishing times, meal breaks and rest periods shall be determined

according to operational requirements and the daily hours of work shall be consecutive.

- (b) For shift workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
- (c) For day workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- (d) Whenever an employee changes his/her variable hours or no longer works variable hours, all appropriate adjustments will be made.

#### 18.08 CONVERSION OF DAYS TO HOURS - COMPRESSED WORK WEEK

- (a) The provisions of this Agreement which specify days will be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.
- (b) Notwithstanding the above, in clause 29.07 - Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of this Collective Agreement.

#### 18.09 MINIMUM NUMBER OF HOURS BETWEEN SHIFTS - COMPRESSED WORK WEEK

The provisions 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 hours of work.

### **ARTICLE 19 OVERTIME/REPORTING PAY**

19.01 Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to allocate overtime on an equitable basis among readily available qualified employees and to avoid excessive overtime; and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

19.02 (a) (i) Consistent with the nature of the work, overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.

- (ii) Overtime assignments shall be offered in accordance with (i) above to employees who normally and regularly do the work in question and who are readily available.
- (b) Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall give at least four (4) hours notice of any requirement for overtime work.

19.03 Overtime shall be compensated on the following basis:

- (a) Time and one-half (1½) for each hour worked in excess of the employee's normal scheduled daily hours.
- (b) Time and one-half (1½) for each hour worked on the first and second day of rest.
- (c) An employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of two (2) hours pay at the applicable overtime rate, whichever is greater.
- (d) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Overtime must be pre-authorized by the designated Employer representative to be eligible for compensation.
- (e) The Employer will pay overtime compensation unless the employee has requested compensatory leave with pay within two (2) weeks of submission of the overtime claim.

- 19.04
- (a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.
  - (b) When overtime is worked pursuant to clause 21.01 (Call-Back) for two (2) hours or more, then:
    - (i) if there is an eight (8) hour break or more prior to the commencement of the next regularly scheduled shift, the employee shall commence that shift as scheduled;
    - (ii) if an eight (8) hour break would result in the employee returning to work prior to the mid-point of his/her regularly scheduled shift, the employee shall return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation for that shift;

- (iii) if an eight (8) hour break would result in the employee returning to work after the mid-point of his/her regularly scheduled shift, then the employee shall continue working at the overtime rate until the beginning of his/her regularly scheduled shift. The employee shall then continue working to the later of the mid-point of the regular shift or the completion of the equivalent number of hours of work in the employee's regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.

19.05 When an employee is required to work overtime and is required to use transportation other than his/her normal mode and/or public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- (a) mileage allowance to be reimbursed at the prevailing ATCO Structures & Logistics rate, effective 1<sup>st</sup> January 2010, or,
- (b) out-of-pocket expenses for other means of commercial transportation.

19.06 When an employee is required to work overtime and is required to use a caregiver, and the other parent is not available to care for the dependent, the employee shall be reimbursed for reasonable out-of-pocket expenses. When required by the Employer, the employee will substantiate out-of-pocket expenses.

19.07 (a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. All employees are eligible to bank a maximum of forty-eight (48) hours, or six (6) working days equivalent leave. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

(b) The Employer shall, subject to operational requirements, grant compensatory leave with pay at times convenient to the employee and the Employer.

(c) Compensatory leave with pay not used by the end of the fiscal year will be paid for in cash at the employee's applicable rate of pay. However, any overtime earned within the last three (3) months of the fiscal year shall be carried over at the request of the employee. Such request will be made in writing by November 30 of each year and will not be unreasonably denied.

19.08 (a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be entitled to a meal at the on-site dining facility, or, if the dining facility is closed, reimbursement on production of a receipt.

(b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be entitled to one (1) additional meal at the on-site

dining facility, or, if the dining facility is closed, reimbursement on production of a receipt.

- (c) When an employee works overtime which is not contiguous to his/her regularly scheduled hours of work and the duration of which exceeds his/her normal regular hours of work, the employee shall be entitled to a meal at the dining facility, or, if the dining facility is closed, shall be reimbursed on production of a receipt.

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

## **ARTICLE 20 TRAVELLING TIME AND TRAVELLING BETWEEN WORKSITES**

20.01 For the purpose of this agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this article.

20.02 When an employee is required to travel outside his or her headquarters area for the purpose of company 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 20.03 & 20.04. Travelling time shall include time necessarily spent at each stop-over en route.

20.03 For the purposes of clauses 20.02 and 20.04, the travelling time for which the 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 and from the point of departure.
- (b) For travel by private means of transportation, the normal time to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination, and, upon the employee's return, direct back to the employee's residence or workplace.
- (c) In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case, compensation for travelling time shall not exceed that which otherwise would have been payable.

20.04 If an employee is required to travel as set forth in clauses 20.02 and 20.03 above:

- (a) on a normal working day on which the employee travels but does not work, the employee shall receive his or her daily rate of pay for that day; or

- (b) on a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) his/her hourly rate of pay for the combined period of travel and work; and
  - (ii) at the applicable overtime rate for travel time in excess of his/her regularly scheduled hours of work and travel,
- (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.

20.05 This Article does not apply to an employee when he/she travels by any type of transport in which he/she is required to perform work. In such circumstances, the employee shall receive the greater of:

- (a) on a normal working day, his/her daily rate of pay for the day;
- (b) pay for actual hours worked in accordance with Article 26 - Designated Paid Holidays and Article 19 - Overtime and Reporting Pay.

20.06 Compensation under this Article shall be paid for travel time to courses, training sessions, conferences and seminars if the employee is required by the Employer to attend.

#### 20.07 TRAVEL BETWEEN WORK SITES

When an employee is required to perform work at other than his normal work place, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance to be reimbursed at the prevailing ATCO Structures & Logistics rate, for travel between the employee's normal workplace and any other workplace(s).

20.08 When an employee is required to travel they will be reimbursed for travel costs in accordance with Company travel cost reimbursement guidelines.

20.09 The Employer agrees to provide serviced parking at no cost to employees working at the NFTC 15 Wing Moose Jaw.

20.10 Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses, as evidenced by receipts, incurred by the employee. There shall be a maximum reimbursement of seventy dollars (\$70.00) per day for meal expenses

20.11 Through the consultation process the Employer will determine travel standards and procedures which will ensure that employees are, 1) afforded transportation and accommodation that are of good quality and reasonable; 2) that allowances, rates and



conditions of reimbursement are sufficient to ensure that employees will not be out of pocket for expenses incurred while travelling on Employer business.

## **ARTICLE 21 CALL-BACK**

- 21.01 If an employee is called back to work on a designated holiday, or on the employee's day of rest, or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:
- (a) two (2) hours pay at the applicable overtime rate; or,
  - (b) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- 21.02 An employee shall be reimbursed for the use of his/her car at the prevailing ATCO Structures & Logistics rate, effective 1<sup>st</sup> January 2010, each time he/she is called back to work under this Article, if the Employer has not provided transportation for this purpose.
- 23.03 Split Shift: For those employees required to work split shifts, ATCO Structures & Logistics Ltd. will provide the use of a company vehicle for the period ending the first half of the shift for transportation to their residence and back for the second half of the split shift.

## **ARTICLE 22 STANDBY**

- 22.01 Where the Employer requires an employee to be available for standby during off-duty hours, an employee shall be entitled to a standby payment of one (1) hour at the hourly rate of pay for each eight (8) consecutive hours or portion thereof that he/she is on standby.
- 22.02 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible if called during his/her period of standby. All employees on standby shall be provided with a beeper or cellular phone. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 22.03 An employee on standby who reports to work shall be paid, in addition to the standby pay, compensation in accordance with the Call-Back provisions of Article 21.



**ARTICLE 23  
SHIFT PREMIUMS**

23.01 SHIFT PREMIUM

An employee working on shifts will receive a shift premium of one dollar twenty five cents (\$1.25) effective 1<sup>st</sup> January 2010, per hour for all hours worked including overtime hours, between 4:00pm and 8:00am. The shift premium will not be paid for hours worked between 8:00am and 4:00pm.

23.02 WEEKEND PREMIUM

Employees working on shifts shall receive an additional premium of one dollar twenty five cents (\$1.25) effective 1<sup>st</sup> January 2010, per hour for the employee's scheduled straight time hours and overtime hours worked on a Saturday and/or Sunday and designated paid holidays.

**ARTICLE 24  
DIRTY WORK ALLOWANCE**

24.01 When an employee, who has been directed by the Employer to perform clean-up duties and is required to come into physical contact with a pollutant while engaged in the cleaning up of fuel or oil spills in excess of two hundred (200) litres which resulted from mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional allowance of one-half (½) his/her hourly rate of pay for every fifteen (15) minute period, or part thereof, worked.

**ARTICLE 25  
PAY ADMINISTRATION**

25.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in Appendix "A" - Rates of Pay.

25.02 In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.

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

25.04 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.

25.05 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position. In no case shall the employee be paid at less than the minimum rate.

25.06 An employee appointed or reclassified to a higher rated position shall be paid the applicable hourly rate of pay as prescribed in Appendix "A" – Rates of Pay. In no case shall the employee be paid higher than the maximum rate in the new position.

- 25.07 An employee appointed or reclassified to a position rated the same as his or her prior position shall receive at least the same rate in his or her new position.
- 25.08 (a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than his or her current position, shall receive negotiated salary increases on the same basis as if he or she had not been reclassified.
- (b) An employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than his or her prior position and for which the employee has the requisite skills and abilities shall continue to receive the same rate of pay until such time as that rate of pay is equivalent to that prescribed for the position in Appendix A.
- 25.09 Clause 25.08 does not apply to an employee who obtains a position through the staffing procedure, which is rated lower than his or her current position. Such an employee shall receive the lesser of the rate for the new position and his/her current rate of pay.
- 25.10 In the event a non-bargaining unit employee is appointed to an indeterminate position within the bargaining unit through a staffing procedure, he or she shall receive compensation at the applicable rate for the position. Positions within the bargaining unit will be staffed pursuant to the established competitive process.

#### ACTING ASSIGNMENTS AND PAY

- 25.11 When an employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity and performs those duties for at least two (2) days (including designated holidays), the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with Clause 25.06.
- 25.12 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 25.13 For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.
- 25.14 The balance of the employee's vacation leave credits will be reported on his/her pay stub as per current practice.

**ARTICLE 26**  
**DESIGNATED PAID HOLIDAYS**

26.01 Subject to clause 26.02 the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (f) National Day for Truth and Reconciliation
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Saskatchewan Day - the first Monday in August
- (l) One additional day when proclaimed by an Act of Parliament as a national holiday
- (m) In lieu of Easter Monday, one (1) float day, to be taken during the calendar year at the employee's discretion.
- (n) Two (2) float days to be taken during the calendar year at a mutually agreed time.

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

26.03 When a day designated as a holiday under clause 26.01 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, the day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 26.01 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.

26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and,
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

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

- (a) time and one-half (1½) for all hours worked, in addition to the pay that the employee would have been granted had he/she not worked on the holiday; or,
- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day leave with pay (hourly rate of pay) at a later day in lieu of the holiday, and,
  - (ii) pay at time and one-half (1½) the hourly rate of pay for all hours worked.
- (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 lieu days as requested, at the employee's option such lieu days shall be paid off at the employee's hourly rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid out at the employee's hourly rate of pay.
  - (iii) The straight-time rate of pay referred to in 26.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

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

- (a) compensation in accordance with the provisions of clause 26.05; or
- (b) two (2) hours pay at the applicable overtime rate of pay.

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

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

## **ARTICLE 27 VACATION LEAVE WITH PAY**

27.01 The vacation year shall be from January 1st to December 31 of the following calendar year, inclusive.

### ACCUMULATION OF VACATION LEAVE

27.02 An employee shall earn vacation leave credits at the following rate for each calendar month during which the employee receives at least ten (10) days pay:

- (a) one and one-quarter ( $1\frac{1}{4}$ ) days per month or fifteen (15) days per year until the month in which the anniversary of the employee's eighth (8<sup>th</sup>) year of continuous employment occurs;
- (b) one and two-thirds ( $1\frac{2}{3}$ ) days per month or twenty (20) days per year commencing with the month in which the employee's eighth (8<sup>th</sup>) anniversary of continuous employment occurs;
- (c) two and one-twelfth ( $2\frac{1}{12}$ ) days per month or twenty-five (25) days per year commencing with the month in which the employee's eighteenth (18<sup>th</sup>) anniversary of continuous employment occurs;
- (d) two and one-half ( $2\frac{1}{2}$ ) days per month or thirty (30) days per year commencing with the month in which the employee's twenty-fifth (25<sup>th</sup>) anniversary of continuous employment occurs;

27.03 For the purpose of vacation leave, continuous employment is defined as all employment with the Department of National Defence at CFB Moose Jaw prior to 15 May 1998 as well as employment with ATCO Structures & Logistics at 15 Wing Moose Jaw. For the purposes of this definition, the time spent "in uniform" at CFB Moose Jaw does not qualify as continuous employment.

### ENTITLEMENT TO VACATION LEAVE WITH PAY

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

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

## SCHEDULING OF VACATION LEAVE WITH PAY

- 27.06 (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) An employee shall advise the Employer of any vacation request projections as soon as possible after January 1<sup>st</sup> but before March 31<sup>st</sup>.
- Every effort shall be made to ensure that every employee who so requests shall be allowed to take two (2) consecutive weeks of vacation during the July - August period.
- (c) Subject to operational requirements the Employer may schedule the employees vacation leave with pay on any other basis than that specified in clause 27.06(b) above if the employee gives the Employer at least five (5) days advance written notice for requests of vacation leave with pay of five (5) days or less.
- (d) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's vacation leave in the vacation year in which it is earned and in a manner acceptable to the employee.
- 27.07 If an employee requests vacation leave with pay in accordance with clause 27.06 and the Employer denies the request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for vacation leave.
- 27.08 The Employer shall respond to all requests for vacation leave as soon as possible but no longer than two weeks after receipt of the leave request. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee.
- 27.09 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.
- 27.10 Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee, the unused portion of the employee's vacation leave shall be carried into the following vacation year. Carry-over beyond one year shall be by mutual consent.

## RECALL FROM VACATION LEAVE WITH PAY

27.11 The Employer will make every reasonable effort:

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- (b) not to cancel a period of vacation leave, which has been previously approved in writing.

27.12 When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:

- (a) in proceeding to the employee's place of duty,
- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

27.13 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 27.12, to be reimbursed for reasonable expenses incurred by the employee.

## CANCELLATION OF VACATION LEAVE

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

## LEAVE WHEN EMPLOYMENT TERMINATES

27.15 When an employee dies or otherwise ceases to be employed:

- (a) the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment;

or,

- (b) the Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 27.15 (a).

27.17 Notwithstanding clause 27.15 above, an employee whose employment is terminated by reason of a declaration that the employee abandoned his or her position is entitled to receive the payment referred to in clause 27.15 above if the employee requests it within six (6) months following the date upon which the employee's employment is terminated.

## **ARTICLE 28**

### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS**

28.01 The Employer will grant leave with pay to an employee called as a witness for an Arbitration or the Canada Industrial Relations Board.

28.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

28.03 The Employer will grant leave with pay to an employee who is:

- (a) party to the arbitration,
- (b) the representative of an employee who is party to an arbitration.

28.04 Where an employee representative needs to be absent from work on union business other than as outlined in clauses 28.01, 28.02, 28.03, and 28.04 above, and clause 28.09 and 28.10 following, the Alliance or Component of the Alliance will reimburse the Employer for the cost of the employee's time. The employee shall submit additional expenses directly to the Alliance or Component.

28.05 The Employer will grant leave **with pay** to a reasonable number of employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance. **The Union agrees to reimburse the Employer for the cost of absences granted under this Article plus a ten percent (10%) fee to cover the cost of pension and benefits.** The number of employees on the negotiating team will not exceed three (3).

28.06 Operational requirements permitting, the Employer will grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council/ Regional Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.

28.07 Operational requirements permitting, the Employer will grant leave without pay to a reasonable number of employees who exercise authority of a Representative on behalf of the Alliance, to undertake training related to the duties of a representative.



- 28.08 (a) An employee who has been elected or appointed to a fulltime office of the Alliance or the Component or the Local shall be entitled to leave without pay for the period during which he/she is elected or appointed to hold office.
- (b) During the above mentioned leave the employee will continue to contribute to and accrue benefits as though he/she was at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.
- (c) An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to his/her former classification and if practicable, his/her former position.
- 28.09 Requests for leave for Alliance or Union Business will be made in advance, in writing.

## **ARTICLE 29**

### **OTHER LEAVE WITH OR WITHOUT PAY**

#### **29.01 MARRIAGE LEAVE WITH PAY**

- (a) After the completion of one (1) year's continuous employment with the Employer, and providing the employee gives the Employer at least five (5) days notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married. Renewal of vows is not eligible for consideration under this article.
- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

#### **29.02 PERSONNEL SELECTION LEAVE**

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

#### **29.03 LEAVE WITH PAY FOR FAMILY RELATED RESPONSIBILITIES**

- (a) For the purpose of this clause, family is defined as spouse (common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) Typically, up to one half (½) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
  - (ii) Up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family.
  - (iii) Up to two (2) days leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
  - (iv) Up to five (5) days leave with pay for employees who experience incidents of domestic violence which could affect the employee's presence and/or performance in the workplace.
- (c) The total leave with pay, which may be granted under this clause, shall not exceed seven (7) days in a calendar year.
- (d) The parties recognize that the circumstances which call for leave, are individual and varied. Upon request, the Employer may, after considering the particular circumstances involved and acting reasonably, grant leave with pay for a period greater than that provided in clauses (b) and (c) of this article.

#### 29.04 COURT LEAVE

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

- (a) to be available for jury selection;
- (b) for jury duty;
- (c) for attendance as a subpoenaed witness:
  - (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 thereof,

- (iv) before a legislative council, legislative assembly or house of assembly or committee thereof that is authorized to compel attendance of witnesses, or
- (v) before an arbitrator, umpire, or person or body of persons authorized by law to compel attendance of witnesses.

#### 29.05 INJURY-ON-DUTY LEAVE/WORK RELATED ILLNESS LEAVE

- See Article 42 for benefits relating to this leave.

#### 29.06 RELIGIOUS HOLY DAYS

- (a) The employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The employer agrees to allow an employee time-off with pay on religious holy days provided the employee is prepared to make up this time-off outside his/her normal hours of work.
- (b) Employees may exchange one of the Designated Paid Holidays listed in Article 26 for a requested day off with pay under this clause.

#### 29.07 BEREAVEMENT LEAVE WITH PAY

- (a) For the purpose of this clause, immediate family is defined as Father, Mother (or alternatively Stepfather, Stepmother or Foster Parent), Brother, Sister, Spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grand-child, daughter-in-law, son-in law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- (c) An employee is entitled to one (1) day's bereavement leave in the event of the death of his or her brother-in-law, sister-in-law. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- (d) An employee may be granted one-half (½) day bereavement leave in the event of the death of a distant relative or close personal friend.

- (e) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- (f) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided in paragraphs (b) and (c) of the clause. Such leave shall not be unreasonably withheld.

#### 29.08 MATERNITY LEAVE WITHOUT PAY

- (a) Upon request an employee who becomes pregnant shall be granted maternity leave without pay for a period beginning **not before 13 weeks prior to the estimated date of her confinement**, and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
  - (i) where an employee has not yet proceeded on maternity leave without pay and her new-born 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) above may be extended to a maximum of seventeen (17) weeks beyond the date of termination of pregnancy by a period equal to the child's hospitalization during which the employee was not on maternity leave.

- (c) The extension 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) The employee who has not commenced maternity leave without pay may elect to use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates.
- (f) At least four (4) weeks in advance of the initial date of continuous leave during which termination of pregnancy is expected to occur, the 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, 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 “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

29.09 An employee on maternity leave shall continue to accumulate vacation leave credits.

29.10 PARENTAL LEAVE WITHOUT PAY

- (a) Upon request an employee who has, or will have, the actual care and custody of a new-born child **as a natural or adoptive parent** (including the new-born child of a common-law spouse), shall be granted parental leave without pay for a single period of up to **sixty-three (63)** consecutive weeks in the **seventy-eight (78)** week period, beginning on the day on which the child is born or the day on which the child comes into the employees care.

- (b) Notwithstanding paragraphs (a):

- (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 **one hundred and four (104)** weeks after the day on which the child comes into the employee’s care.

- (c) 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) above.

- (d) 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.
- (e) Parental leave without pay taken by a couple employed by the Employer shall not exceed a total of **seventy one (71)** weeks for both individuals combined.
- (f) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

29.11 An employee on parental leave shall continue to accumulate vacation leave credits.

29.12 LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN

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

- (a) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this clause shall be for a minimum period of six (6) weeks.
- (c) Leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of “continuous employment” for the purposes of calculating severance pay and from the calculation of service for the purposes of calculating vacation leave.
- (d) Time spent on such leave shall not be counted for pay increment purposes.

29.13 LEAVE WITHOUT PAY FOR PERSONAL NEEDS

Subject to operational requirements, leave without pay will be granted for personal needs in the following manner:

- (a) leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) leave without pay under (a) above shall be counted for the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for pay increment purposes.

#### 29.14 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

Subject to operational requirements, the Employer shall grant:

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

#### 29.15 COMPASSIONATE CARE LEAVE WITHOUT PAY

An employee is entitled to Compassionate Care leave as per the Employment Insurance Act to provide care or support to a member of their family who is gravely ill with a significant risk of death within twenty-six weeks. Compassionate Care Leave accessed under the Employment Insurance Act shall be treated in the same manner as Maternity and Parental Leaves.

#### 29.16 Traditional Indigenous Practices Leave

**Every employee who is an Indigenous person (specifically First Nation, Inuit or Metis) and who has completed 3 consecutive months of employment is entitled to a leave of absence up to 5 days in a calendar year to engage in traditional Indigenous practices, including hunting, fishing, harvesting, and any other practice prescribed by regulation. The leave may be taken in one or more periods.**

### ARTICLE 30

#### EDUCATION FINANCIAL ASSISTANCE AND CAREER DEVELOPMENT LEAVE

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



30.03 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted. If the employee (except with the permission of the Employer):

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

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

30.04 (a) Career development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development;

- (i) a course given by the Employer;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work;
- (iv) apprenticeship training.

(b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 30.04 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the collective agreement during time spent on career development leave provided for in this clause.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them, which the Employer may deem appropriate.

### **ARTICLE 31 APPRENTICESHIP**

31.01 The Employer and the Alliance agree that when an apprenticeship position is established it will conform to Provincial standards, and the current company practice of top-up payments.



31.02 Members of the bargaining unit who meet Provincial standards for acceptance into such apprenticeship program shall have the first opportunity for any apprenticeship position established under this agreement.

## **ARTICLE 32 STAFFING PROCEDURE**

32.01 The Employer shall post all permanent vacancies and newly created positions in the bargaining unit.

32.02 (a) The postings shall be for a minimum of twelve (12) calendar days and the posting shall indicate the closing date. Subject to 32.02 (b) candidates are required to indicate their interest in writing, no later than 4:00 p.m. on the closing date.

(b) In the event an employee is on leave at some point through the duration of the posting period the following applies:

(i) It is the employee's responsibility to check all **job postings** prior to going on leave. If there is a career opportunity on the boards in which the employee is interested, the employee shall apply prior to the closing date.

(ii) If an employee is aware of a career opportunity which he or she believes will be posted during the employee's absence, the employee is responsible for applying prior to the closing date.

(iii) If the career opportunity is posted after an employee has commenced leave and the employee returns after the closing date, the employee is responsible for applying on the job upon his/her first scheduled day back to work. The employee's supervisor will be able to advise the employee what positions were posted in their absence. An employee shall be eligible to apply on the posting provided that the interview process has not been completed.

32.03 The job posting shall contain the following information:

(a) the skills, qualifications, abilities and experience required of the position to be filled; and,

(b) the salary of the position to be filled.

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

32.05 All job postings shall be sent to the local Union President by electronic means.

- 32.06 The candidates shall be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 32.07 The Employer representative conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the position as posted. In filling the job vacancy, the position shall be awarded based on skills, qualifications, abilities and experience determined by way of a formal interview process.
- 32.08 On request, unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason(s) will also be communicated in writing.
- 32.09 In the event that the Employer decides to consider applications from individuals outside the bargaining unit, the Union will be notified at the time of posting. However, candidates from the bargaining unit will be given preference in all competitions in accordance with Article 32.07.
- 32.10 The Employer may establish eligibility lists for specific positions, by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 32.11 Clause 32.01 to 32.09 will also apply to Acting and Temporary assignments, which exceed ninety (90) days.

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

- 32.12 All staffing actions by the Employer will be done in a fair and reasonable manner.

### **ARTICLE 33 JOB CLASSIFICATION**

- 33.01 When there is a new position created or when an evaluation of an existing position is completed, and there is a disagreement with the classification level assigned to the position by the Employer, the issue may be referred to the grievance article contained in this agreement.

### **ARTICLE 34 STATEMENT OF DUTIES**

- 34.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, and an organization chart depicting the position's place in the organization.

## **ARTICLE 35 EMPLOYEE FILES**

- 35.01 Both the Employer and the employees recognize the statutory and administrative necessity of maintaining records about employees. These records will include, but not be limited to personnel details, pay and allowances, expenses, discipline, and job descriptions.
- 35.02 It shall be a condition that these records will be kept in a confidential file and shall not be disclosed to any third party except where there is a statutory requirement or with the express consent of the employee.
- 35.03 Copies of any employee documentation so kept will be available on request. Any non-statutory records must be signed by the employee as having been seen by the employee prior to being placed on file.

If an employee does not to sign the record the Company is still entitled to include the record in the employee's file, provided that it is done in the presence of the employee and his/her union representative.

- 35.04 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for his or her examination in the presence of an authorized Human Resources representative. Upon request, an employee will be given a copy of his/her personnel file.

## **ARTICLE 36 TECHNOLOGICAL CHANGE**

- 36.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 36.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.
- 36.03 The notice mentioned in clause 36.02 shall be given in writing and shall contain the following information:
- (a) the nature of the technological change,
  - (b) the date upon which the Employer proposes to effect the technological change,

- (c) the approximate number, type, and location of employees likely to be affected by the change,
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
- (e) all pertinent data relating to the anticipated effects on employees.

36.04 Once the Employer has given the Alliance the notice described in 36.02 the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

- (a) a detailed description of the nature of the proposed technological change;
- (b) the names of those employees who will initially be likely to be affected by the proposed technological change; and,
- (c) the rationale for the change.

36.05 During the notice period described in Article 36.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change.

Where such consultations involve technological change, which is likely to affect security of employment, the parties will make all reasonable efforts to reach agreement or have matters resolved by arbitration before the change is introduced.

### **ARTICLE 37 LAYOFF/RECALL AND SEVERANCE**

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

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

37.02 The Employer may offer voluntary early retirement or a separation incentive (“lump sum” buy out for voluntary lay-off) to any employee. Where the Employer meets with an employee to advise them of such opportunities, the employee may request and be represented by an Alliance representative.

- 37.03 There shall be no temporary or permanent layoff of any indeterminate employee, who is employed in the bargaining unit provided the employee agrees to be assigned or appointed to another vacant position in accordance with this Article, and provided that the employee can establish that he/she has the ability to perform the job within a reasonable timeframe for on the job training.
- 37.04 An indeterminate employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position at the same classification level within the bargaining unit providing the employee can establish that he or she has the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. If an employee refuses an assignment or appointment to a position at the same classification level within the bargaining unit he/she shall be laid off with recall rights as provided for in this article.
- 37.05 Affected employees will not be required to accept a position at any other business unit operated by ATCO Structures & Logistics, unless they request such a transfer.
- 37.06 Should there be no vacant position available in 37.04 above, an employee may be assigned to a vacant position of a lower classification level in the bargaining units providing the employee can establish that he or she has the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. The employee will have priority rights to return to a position at the same classification level as his/her former position.

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

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

- 37.07 (a) Employees subject to layoff will be notified sixty (60) days in advance of their layoff date.
- (b) During this period those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the employer considers reasonable for related travel.
- (c) Employees to be laid off will also be provided with a job search assistance program coordinated 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 In the event that a reduction in the workforce affects only a portion of employees in a given classification, the decision for which of the effective employee(s) will be retained and order of recall will be determined as follows:

- (a) The affected employees will be given a poster containing the following information:
  - (i) the skills, qualifications, abilities, and experience required of the position to be filled, and
  - (ii) the salary of the position to be filled;
- (b) The skills, qualifications, abilities and experience contained in the posting shall be reasonable in relation to the position(s) being filled,
- (c) A copy of the poster shall be forwarded to the Union prior to delivering it to the affected employees, and, where necessary, a consultation process will take place.
- (d) The Employer representatives shall formally interview all affected employees who meet the requirements of the position posted. In filling the job vacancy, the position(s) shall be awarded to the candidate(s) that rank(s) the highest. Other candidates will be placed on a recall list for one (1) year, according to the ranking achieved during the interview.
- (e) On request, unsuccessful candidates will be advised of the reason(s) that they were not successful in the process. If requested, by the employee, the reason(s) will also be communicated in writing.
- (f) To ensure the fair application of the staffing process, the parties agree to jointly select and engage a qualified firm (third party) to observe and confirm by report, fair process.

37.10 **The Parties agree to the principle of employment equity as described in the *Employment Equity Act* (<https://laws-lois.justice.gc.ca/eng/acts/e-5.401/>). This principle ensures opportunities for work for employees of the identified groups and ensures that no systemic barriers exist to the full participation of these groups of people in the workplace.**

**Based on this principle, ATCO will consider employment equity when making layoff and recall decisions. ATCO may choose to retain, or recall, individuals within one of the four designated groups (defined within the Act). In all cases, employees retained, or recalled, will have the skills and ability to safely perform the work. The decision to rely on the provisions of this paragraph will be subject to agreement between the Parties, such agreement not to be unreasonably withheld.**

37.11 Employees affected by the reduction who are appointed to a lower level position shall have their salary protected in accordance with the provisions of this Agreement.

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

37.13 Employees who are displaced will become subject to the provisions of this Article.

37.14 In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply.

37.15 RECALL

(a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in accordance with 37.09 for a period of one (1) year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.

(b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions of which the employee is qualified to perform or may qualify within a reasonable training period.

37.16 SEVERANCE

Shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:

(a) LAY-OFF

Two (2) week's pay for each of the first, second and third year of employment subsequent to 15 May 1998, and one (1) week's pay for each additional year of employment thereafter.

(b) RESIGNATION

On resignation, an employee with twenty (20) or more years of employment, one-half (½) week's pay for each complete year of employment subsequent to 15<sup>th</sup> May 1998, up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks pay.

- 37.17 When an employee has completed more than one (1) year of employment and ceases to be employed by reason of incapacity a severance payment of one (1) week's pay for each year of employment subsequent to January 1, 2000 with a maximum benefit of twenty-eight (28) weeks.
- 37.18 No employee who is a member of a bargaining unit covered by this agreement, on the date of signing, shall be subjected to lay-off as a direct result of his/her work being performed by contract. Any employee whose work is being contracted out will be guaranteed employment and will be fully salary protected until such time as that employee refuses a permanent position at a salary level at least equivalent to his/her contracted position. Such employee shall be subject to the provisions of this article.

### **ARTICLE 38 SENIORITY**

38.01 Seniority shall mean:

- (a) the length of service with the Employer for employees hired subsequent to May 15<sup>th</sup>, 1998.
- (b) the length of service with the Employer (ATCO Structures & Logistics) and CFB Moose Jaw.

Seniority will not be transferable between bargaining units except as outlined in 38.06 (a) of this Article.

38.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

38.03 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 27 - Vacation).

38.04 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

- (a) the employee who commenced work at the earliest hour of the day shall be senior;
- (b) if (a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Alliance.

38.05 (a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised on November 1<sup>st</sup> of each year by the Employer and posted on bulletin boards, with a copy forwarded to the



President of the local Union. Upon request, the Employer shall provide the local union with a revised seniority list when required.

- (b) An employee who feels that he/she is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 38.06 (a) Employees permanently appointed to a position outside his/her bargaining unit shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
- (b) 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.
  - (c) No employees shall be transferred to a position outside the bargaining units without his/her consent.
- 38.07 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit.
- 38.08 Leave granted in excess of three (3) months under clause 29.14 shall not be counted for the calculation of seniority.

### **ARTICLE 39 HEALTH AND SAFETY**

- 39.01 (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- (b) The Alliance, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.
  - (c) Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.
- 39.02 The Employer and the Alliance agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.

39.03 The Employer and the Union recognize the need for constructive and meaningful consultation on health and safety matters. Consequently a joint health and safety committee consisting of representatives from both union and management shall be established, and will operate in accordance with the Canada Labour Code, Part II.

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

Accordingly, the Employer shall:

- (i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide him/her with a copy of the report arising from these inspections, analyses and investigations; and
  - (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.
- (c) If the Alliance or the Local of the Alliance is not satisfied with the results of the investigation report it may request that an Employer representative and an Alliance representative conduct another investigation.

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

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

The Employer shall notify the representative of the Alliance Local of incidents of this nature.

39.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. Current certificates covering St. John's First Aid, and CPR will be provided.

39.07 In accordance with the provisions of Part II of the Canada Labour Code, when an employee who is pregnant or who is nursing expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn/nursing child, the Employer shall endeavour to find alternate duties for the employee within or

outside the bargaining unit after consultation with the Union and in a manner consistent with the Collective Agreement.

## **ARTICLE 40 SICK LEAVE WITH PAY**

- 40.01 When an employee is unable to perform his/her duties because of illness or injury the employee will be eligible for sick leave with pay as per clause 40.02, 40.03, and 40.04.
- 40.02 When an employee is ill for five (5) days or less, the absence will be paid at one hundred percent (100%) of the employee's normal rate of pay.
- 40.03 If an employee is absent due to illness for more than five (5) days, the shall be eligible to apply for Short Term Disability (STD). All terms and conditions of STD shall be as per the applicable benefits plan and shall be administered by the insurance provider as determined by the Employer. The Employer shall consult with the Alliance before making any substantial changes to the current plan. There will be no significant changes without the agreement of the Alliance.
- 40.04 The maximum period an employee will normally be eligible for the short term disability plan is six (6) months.
- 40.05 (a) Unless otherwise informed in advance and for a valid reason by the Employer, a statement signed by the employee stating that because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 40.01 if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days of sick leave with pay in a fiscal year solely on the basis of statements signed by the employee. In those instances, a medical certificate may be required.
- (b) Where the employer requires a medical certificate, as outlined in (a) above, the employee will submit the medical certificate upon the Employers request.
- 40.06 During the periods when an employee is on short term disability, if the employee elects to continue his/her pension contributions, the Employer will continue to pay the Employer contributions.
- 40.07 Leave taken under Short Term Disability, to a maximum of ninety (90) days, shall:
- (a) be counted for pay increment purposes;
  - (b) count as "service" for the purpose of calculating vacation leave;
  - (c) count as "continuous employment" for the purpose of severance pay and health and benefit plan coverage.

40.08 On an as required basis, employees shall be entitled to up to one half (½) day for medical and/or dental appointments. An Employee is expected to make reasonable efforts to schedule medical or dental appointments themselves to minimize his or her absence from work.

**ARTICLE 41**  
**PENSION**  
**(Defined Contribution Pension Plan — DCPP)**

41.01 Employees will become eligible to join the Pension Plan on the first (1<sup>st</sup>) of the month following which:

- (a) the employee has been classified as permanent, and has completed one (1) year of continuous service;
- (b) the employee has completed twenty-four (24) months of continuous service and has earned at least thirty-five percent (35%) of the year's maximum pensionable earnings under the Canada Pension Plan in each of the last two (2) consecutive calendar years.

41.02 Employees are required to make contributions equal to four percent (4%) of their bi-weekly earnings. Earnings shall exclude overtime pay, bonuses and shift differential, if any. The Employer contributes bi-weekly, on behalf of each employee, equal to six percent (6%) of the employee's biweekly earnings as described in this Article..

41.03 Employees will choose as to how the contributions are to be invested. Complete information regarding investment options is available from the Payroll Department.

41.04 Employees will at all times have full vested rights to the account balances maintained in respect of their contributions. Employees will acquire full vested rights to the account balances maintained in respect of Employer contributions made on their behalf when they have completed twenty-four (24) months of continuous membership in the pension plan. Employees account balances will become "locked in", that is to say, not available in cash as soon as the Employer's contributions made on behalf of the employee(s) become vested.

41.05 Full and detailed information is contained in the Employee Pension Booklet.

**REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

41.06 Membership in the RRSP is voluntary. Employees may make contributions by payroll deduction or in a lump sum, or both. When contributions are made by payroll deduction, employees will choose the amount of contribution to be made on a bi-weekly basis.

41.07 Employees choose as to how the contributions are to be invested. Complete information about investment options are available from the Payroll Department.

41.08 Once a year employees may withdraw the account balances in part or in whole while they are still in the service of ATCO Structures & Logistics. Employees may suspend and/or resume their contributions at any time while employed by ATCO Structures & Logistics.

41.09 Full and detailed information is contained in the Employee Pension Booklet.

#### QUARTERLY STATEMENTS

41.11 Employees will be provided with quarterly statements, as at the first day of January, April, July, and October of each year, showing all of the contributions (both Employer and employee), to the DCPP and the RRSP, as applicable, as well as the investment income earned on those contributions.

### **ARTICLE 42 BENEFITS**

42.01 Employees will be eligible for participation in the Employer's benefit plan as provided in the current benefits package(s) provided by ATCO Structures & Logistics. The Employer shall provide each employee with a summary of benefits and shall inform each employee when there are any changes to the benefit plan.

#### BENEFIT ELIGIBILITY ( PERMANENT EMPLOYEES)

42.02 Permanent employees will, on the first day of the month following an employee's completion of ninety (90) calendar days of employment, be eligible for Life Insurance, Accidental Death & Dismemberment, Weekly Indemnity, and Long Term Disability.

42.03 On the first day of the month following an employee's completion of ninety (90) calendar days of employment he/she will be eligible for Extended Health and Dental Care coverage as outlined in the employee booklet.

42.04 Premiums will change from time to time, and details regarding deductions will be provided by the Payroll Department.

42.05 The Employer shall provide benefits for the following and shall be paid as follows:

- a) Extended Health Care, Dental Care, Life Insurance shall be Employer Paid
- b) Weekly Indemnity (Short Term Disability), Long Term Disability shall be Employee paid
- c) Accidental Death and Dismemberment shall be cost shared 50/50 between the Employer and the Employee
- d) Optional Benefits coverage such as Life Insurance, Accidental Death and Dismemberment, Enhanced Health Care shall be paid by the Employee

The Employer agrees to maintain a benefits plan similar to the current available plan. The Employer shall consult the Alliance before making any significant changes to the current plan. There will be no significant changes without the agreement of the Alliance.

**BENEFIT ELIGIBILITY (TERM EMPLOYEES)**

- 42.06 On the 1<sup>st</sup> of the month following ninety (90) calendar days of hire the employee will be eligible for Life Insurance, Accidental Death & Dismemberment and enrolled in Weekly Indemnity, and Extended Health Care coverage as outlined in the employee booklet.
- 42.07 Premiums will change from time to time, and details regarding deductions will be provided by the Payroll Department.

**ARTICLE 43  
REGISTRATION FEES**

- 43.01 The Employer shall reimburse an employee for his/her payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of his/her position.

**ARTICLE 44  
CLOTHING**

- 44.01 For the health and safety of employees and the public image of ATCO Structures & Logistics, uniforms and appropriate protective clothing, including winter boots, will be provided on an individual basis to those employees who are required by the Employer to wear them on duty. For the same reason, employees provided such clothing are expected to wear it on duty.

44.02

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
<b><u>FMO &amp; FMT Supervisors</u></b>		
Coveralls	3	One-time allotment
Shirts	5	One-time allotment
Pants	5	One-time allotment
<b><u>Capital Construction Coordinator</u></b>		
Pants	5	One-time allotment
Shirts	5	One-time allotment
<b><u>Trades/Operators</u></b>		
• <u>Plumber/POL</u>		
Either:		
Coveralls	12	as required
Or:		
Coveralls	7	as required
Pants	5	as required
Shirts	7	as required
• <u>Other Trades (including Labourer)</u>		
Either:		
Coveralls	3	as required
Pants	5	as required

Shirts	7	as required
Or:		
Pants	7	as required
Shirts	9	as required
Or:		
Coveralls	5	as required
Pants	3	as required
Shirts	7	as required
Or:		
Coveralls	9	as required
• <u>Heating Techs/Heavy Duty Mechanics</u>		
Coveralls	11	as required
• <u>FMO/POL</u>		
Either:		
Coveralls	9	as required
Or:		
Coveralls	3	as required
Pants	5	as required
Shirts	7	as required
• <u>Seasonal FMO/POL</u>		
Coveralls	6	as required
• <u>Utility Driver</u>		
Pants	5	as required
Shirts	7	as required

**Firefighters**

Turnout Gear for full time firefighters as follows:

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
Suspenders	1	as required
Coat	1	as required
Pants	1	as required
Helmet	1	as required
Boots	1 pair	as required
Mitts	1 pair	as required
Balaclava	1	as required
Uniforms as follows:		
Blue T-Shirts	6	One-time allotment
Blue sweatshirt	2	One-time allotment
Pants – blue cargo work grade		
Cotton polyester	4	One-time allotment

Coveralls	2	as required
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***Casual employees shall be provided the following***

Turnout Gear for casuals as follows:

Balaclava	1	as required
Mitts	1	as required
Boots	1	as required

Three (3) Pool sets of Suspenders, Coat, Pants (Bunker gear)

***Uniforms:***

Blue T-Shirts	2	One-time allotment
Blue sweatshirt	1	One-time allotment
Pants – blue cargo work grade Cotton polyester	1	One-time allotment

**NOTE 1:** Employees entitled to a one-time allotment of clothing shall receive their first allotment as soon as practical at their time of hire. Such employees shall be entitled to an upkeep allowance of \$300 every year to be paid by January 31 of each calendar year, beginning January 31, 2017. New employees must have completed at least six (6) months of service prior to January 31 in order to be eligible for that year’s allowance.

**NOTE 2:** Laundry services do not apply to employees who are on the 3-year replacement cycle for clothing replacement, except for coveralls which are part of their entitlement

**NOTE 3:** When special medical circumstances (e.g. allergies) preclude the employee from wearing employer-issued uniforms, the employer will work with the individuals affected to find and provide a suitable alternative that will meet the objectives of this article, including cost considerations.

The Employer will provide laundry services at no cost to the Employee and replace items as wear and tear requires.

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

44.03 Supply and installation of Identification Crests shall be the responsibility of the Employer.

44.04 The Employer shall provide the Employees who are required to wear safety footwear with suitable safety footwear as frequently as required. All safety boots shall be CSA approved. All boots must be selected and purchased from a supplier approved by the Employer. Total coverage shall be one hundred per cent (100%) of the cost of the boots,



up to a maximum of two hundred (\$200), effective 1<sup>st</sup> January 2018, with receipt. Alternatively, an employee may elect to purchase boots every second year and spend two times the amount of the allowance. Should an employee who purchases on a two-year cycle leave ATCO Structures & Logistics prior to the one year anniversary of the boot purchase, it is agreed that the Employer may deduct the amount reimbursed in excess of the basic one year allowance from his/her final pay.

44.05 The Employer will continue the practice of providing safety glasses with UV protection. Safety glasses will be replaced only if they are damaged beyond repair while the employee is on shift. All safety glasses must be selected and purchased from a supplier approved by the Employer.

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

44.06 The Employer will supply one (1) parka, if required, to employees who work outdoors on a regular basis. Employees will also be supplied with snow pants if they work outdoors on a regular basis. Parkas will be cleaned annually, or as needed, by the Employer at no cost to the employee. Replacement of such clothing will be on an as required basis.

**44.07 The Employer shall provide Employees reimbursement for the purchase of prescription safety glasses of up to two hundred dollars (\$200) every two years, with receipt. Newly hired employees shall be eligible upon completion of their probationary period.**

#### **ARTICLE 45 PHYSICAL FITNESS (FIREFIGHTERS)**

45.01 The Employer agrees that there shall be a physical fitness program for Firefighters. 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. Membership at the on-site Fitness, Sports and Recreation (FSR) centre will be provided by the Employer for full time firefighter employees.

#### **ARTICLE 46 AGREEMENT RE-OPENER**

47.01 This agreement may be amended by mutual consent.

#### **ARTICLE 47 DURATION**

48.01 The provisions of this agreement will expire on **December 31<sup>st</sup>, 2023**. Signed at Moose Jaw, this 10<sup>th</sup> day of the month of December, 2021.

For the Union

[Signature]

[Signature]

[Signature]

Paul A. Smith

Dec 14/21  
Date

For the Employer

[Signature]  
Senior Advisor, Labour Relations

[Signature]

[Signature]  
VP, Operations and Sales, North America

December 14, 2021  
Date

## APPENDIX “A” - RATES OF PAY

Job Title	Previous	January 1, 2021	January 7, 2022	January 8, 2023
Building Maintenance Technician	\$ 27.07	\$ 27.48	\$ 28.03	\$ 28.59
Carpenter/Locksmith	\$ 34.66	\$ 35.18	\$ 35.88	\$ 36.60
Electrician	\$ 40.12	\$ 40.72	\$ 42.56	\$ 43.41
Fire Chief	\$ 39.82	N.A.	N.A.	N.A.
Fire Fighter	\$ 35.07	\$ 35.60	\$ 38.14	\$ 39.62
Fire Fighter (Red leader)			\$ 41.30	\$ 42.84
FMO	\$ 27.37	\$ 27.78	\$ 28.34	\$ 28.90
FMO Supervisor	\$ 38.09	N.A.		
FMT Supervisor	\$ 41.55	N.A.		
Heating Technician	\$ 35.16	\$ 35.69	\$ 36.40	\$ 37.13
Heavy Duty mechanic	\$ 36.38	\$ 36.93	\$ 38.68	\$ 39.46
HVAC	\$ 36.89	\$ 37.44	\$ 42.56	\$ 43.41
Labourer	\$ 25.34	\$ 25.72	\$ 26.23	\$ 26.76
Millwright	\$ 35.78	N.A.	N.A.	N.A.
Plumber	\$ 35.16	N.A.	N.A.	N.A.
Plumber (w/industrial gas ticket)			\$ 43.15	\$ 44.01
Wildlife Officer - Apprentice	\$ 27.37	\$ 27.78	\$ 28.34	\$ 28.90
Wildlife Officer - Senior	\$ 28.77	\$ 29.20	\$ 29.79	\$ 30.38

### Apprentice Rates

3<sup>rd</sup> year = 80% of Journeyman

4<sup>th</sup> year = 90% of Journeyman

### Lead Premium

Any employee assigned lead responsibilities shall receive an hourly premium of \$3.09 per hour.

## APPENDIX “A-1” – PAY NOTES

1. The rates of pay set forth in Appendix “A” shall become effective on the dates specified. Except as otherwise provided, all other provisions shall become effective the first pay period following the Employer’s receipt of written notification of ratification by the membership (pension excluded).
2. Where the rates of pay set forth in Appendix “A” have an effective date prior to the date of signing of this agreement, the following shall apply:
  - a) 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 employed by the Employer during the retroactive period.
  - b) Rates of pay shall be paid in the amount equal to what would have been paid had this agreement been signed on the effective date of the revision in rates of pay.
  - c) In order for former employees, or in the case of death, the estates of former employees, to receive retroactive payments, the Employer shall send such retroactive payment, by registered mail, to these individuals at their last known address. If the registered mail is returned, the Employer will hold such payment for sixty (60) days, after which time any obligation upon the Employer ceases.
  - d) No payment or notification shall be made pursuant to (d) above for one dollar (\$1) or less.
  - e) Retroactive payments will be paid by the Employer within six (6) weeks of the ratification of this agreement.
3. **The Parties agree that, notwithstanding Pay Note 2 a), retroactive upward revision in rates shall only apply to current employees, and shall therefore not apply to former or the estates of former employees who were employed by the Employer during the retroactive period. This Pay Note 3 is intended to expire on December 31, 2023.**

## Letter of Understanding

### RE: Legacy Positions

The Parties agree that the following positions no longer exist in the bargaining unit:

- FMO Supervisor
- FMT Supervisor
- Millwright
- Fire Chief

These positions, including rates of pay, shall remain in full force and effect until the current incumbent(s) vacate the position(s), at which time it is understood the positions shall no longer be included in the collective agreement.

## **Letter of Understanding**

RE: Clothing Committee

The Parties shall form a committee to discuss the issue of uniforms, including initial allotment, and upkeep allowances. This committee may recommend the terms of a Letter of Understanding to modify Article 44, with such recommendations to be considered by the Parties in good faith. The committee is expected to complete its work within six months following ratification.