



Ottawa Professional Fire Fighters' Association

Collective Agreement (2019):

PAYOUT OF SICK CREDITS & TERMINAL LEAVE

10:01 Payout at Retirement or Death When an Employee dies or retires with accumulated sick leave days to his/her credit, payment of such accumulated sick leave days shall be made to the estate of the Employee or to the Employee him/herself in accordance with the provisions contained in his/her former respective Collective Agreement for Employees hired prior to October 23rd, 2002 (as per (a) to (d) below). For Employees hired after October 23rd, 2002, and for Employees from the Cumberland and Gloucester Silos who were not covered by the cumulative sick leave system, eligibility will be in accordance with (e) below.

(a) For Employees from the former Gloucester Silo On retirement or death, there shall be paid to such Fire Fighter or, in the case of death, to his/her estate, a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary. Such pay out shall be based upon a twelve (12) hour day.

(b) For Employees from the former Kanata Silo Should a full-time Fire Fighter retire or die with sick pay credits to his or her account, he/she or his or her estate shall receive payment of one-half (1/2) of his or her accumulated sick leave total, up to a maximum of one-half (1/2) his or her current salary. For the purpose of calculation, a day's pay

shall be based on a day equating to 1/182 of annual salary for all Employees from the former Kanata silo.

(c) For Employees from the former Nepean Silo On retirement, there shall be paid to such Fire Fighter a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary. In the event of death, there shall be paid to his/her estate a payment equal to all accumulated sick day credits. Such payouts shall be based on a day equating to annual salary divided by 261 days.

(d) For Employees from the former Ottawa Silo When an Employee dies or retires with accumulated sick leave to his/her credit, payment of such accumulated sick leave shall be made to the estate of the Employee or to the Employee himself/herself to a maximum of one-half (Y2) of the annual salary for the Employee's classification as set forth in the salary schedule of this Collective Agreement. One half of the annual salary is to be equated to 130Y2 days of pay.

The allowance shall be based on the daily salary or wage of the Employee in effect at the date of severance of employment counting working days only. For the purpose of determining the daily rate applicable to credits of Article X, the annual salary should be divided by 261 days.

(e) For all Employees hired after October 23rd, 2002, as well as Employees from Cumberland and Gloucester previously covered by the IPP Plan. On retirement or death, there shall be paid to such Fire Fighter or, in the case of death, to his/her estate, a payment equal to fifty percent (50%) of his/her accumulated sick day credits at the time of such termination of employment to a maximum of one-half the Employee's annual salary (130 days of pay). Such pay out shall be based on a day equating to annual salary divided by 261 days.

For the Employees from Cumberland who previously received a pay out of Sick day credits when their cumulative sick leave system was discontinued, the 130 day maximum will be reduced by the number of days previously paid.

10:02 Payout of Credits at Voluntary Resignation Every Employee who voluntarily resigns from the Fire Department after completing ten (10) years' service shall be paid for fifty per cent (50%) of the accumulated sick leave credits to his/her credit to a maximum of one-half() year's annual salary (130 days). Such pay out shall be based on a day equating to annual salary divided by 261 days.