

Collective Agreement

between

The Calgary Airport Authority

(the “Employer” or the “Authority”)

and

The Public Service Alliance of Canada

Union of Canadian Transportation Employees

Local 30301

(the “Union”)

Expires: December 31, 2025



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The division of this Agreement into sections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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SECTION A: GENERAL ADMINISTRATION

ARTICLE 1 – PURPOSE, SCOPE AND APPLICATION OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union 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 Union, employees, and the Employer.

ARTICLE 2 – DURATION

- 2.01 This Collective Agreement shall remain in full force and effect until December 31 2025.
- 2.02 In the event that notice is given of intended changes, this Collective Agreement shall remain in full force and effect in accordance with the *Canada Labour Code*.

ARTICLE 3 – RETROACTIVITY

- 3.01 Except as provided for in this Article 3 or as previously agreed, in writing, between the Employer and the Union, all provisions of this Agreement shall be effective as of the date of ratification and shall not be retroactive.
- 3.02 The January 1, 2023, and January 1, 2024 economic adjustments provided for in Annex A, Annex B and Annex C shall be effective retroactive to January 1, 2023, and January 1, 2024.

ARTICLE 4 – AGREEMENT RE-OPENER

- 4.01 This Agreement may be amended by mutual consent.

ARTICLE 5 – UNION/MANAGEMENT CONSULTATION COMMITTEE

- 5.01 The parties acknowledge the mutual benefits of joint consultation and will establish a Union Management Consultation Committee which will have as an objective meaningful consultation on all matters of mutual interest.
- 5.02 The Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party. The Committee has no authority to amend the Collective Agreement.

The Committee shall be comprised of an equal number of representatives from the Union Executive and Management.

The responsibility to chair meetings will alternate between the Union and the Employer.

The scheduling of meetings will be by mutual consent, but not less than once per quarter. Additional meetings may be convened as required at the request of either party.

Union representatives attending Union Management Consultation Committee meetings, including any sub-committees as may be established, will be considered to be on leave with pay.

By mutual consent, the committee may develop further terms of reference as required.

ARTICLE 6 – STRIKES AND LOCK-OUTS

- 6.01 The Union agrees that it will not declare or authorize a strike during the term of this Agreement.
- 6.02 The Employer agrees that it will not declare or cause a lockout during the term of this Agreement.
- 6.03 Where an employee expresses reasonable concern for the employee's safety, the Employer will make every reasonable effort to provide safe access to work during picketing involving other employees/employers on The Calgary Airport Authority's premises.

SECTION B: MANAGERIAL RESPONSIBILITIES

ARTICLE 7 – MANAGERIAL RESPONSIBILITIES

- 7.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with management responsibilities of the Employer.
- 7.02 The rights set forth in this Article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination.

SECTION C: UNION REPRESENTATION

ARTICLE 8 – UNION RECOGNITION

- 8.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of The Calgary Airport Authority described in the certificate issued by the Canada Industrial Relations Board in Order No. 7719-U dated January 18, 2000.
- 8.02 For the purpose of this Article and in compliance with the Canada Industrial Relations Board order of September 2, 1993, it is understood that the summer/coop student exclusion relates only to students who provide a written declaration of their intent to return to school.

ARTICLE 9 – UNION REPRESENTATIVES

- 9.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 9.02 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to Clause 9.01.
- 9.03 The Union representatives identified pursuant to Clause 9.01 shall not leave their work to investigate an employee complaint, or process a grievance or undertake any other Union business during working hours without the prior consent of their supervisor, or in situations of an urgent nature where their supervisor is not available, another designated representative of Management. Except with the consent of the Employer, no more than one Union representative at any one time shall investigate any single incident. Such consent(s) will not be unreasonably withheld.
- 9.04 The Union shall have the opportunity to have a Union representative introduced to new employees as part of the Employers formal orientation program. Up to sixty (60) minutes will be provided to allow new employees to meet with the representative designated by the Union.

ARTICLE 10 – INFORMATION

- 10.01 The Employer shall provide the Local with the names, position, start date, employee status, and salary band of newly appointed employees within fifteen (15) working days of the employee's hire date.
- 10.02 The Employer agrees to provide each employee with electronic access to a copy of the Collective Agreement.
- 10.03 The Employer agrees to provide the President of the Local Union with access to the Employer's organization chart and a copy of its corporate policies as amended from time to time. Such information shall not be included in, nor form part of, the Collective Agreement.

ARTICLE 11 – USE OF EMPLOYER FACILITIES

- 11.01 Reasonable space on bulletin boards in convenient locations and reasonable access to the company e-mail system will be made available to the Union for the posting of Union notices. Posting of notices and other materials, other than notices of Union meetings, appointment of Union officers and Union social functions, shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld. The Employer will make available locations on its premises for the placement of reasonable quantities of literature of the Union.
- 11.02 A designated representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer and such permission will not be unreasonably withheld.
- 11.03 The Employer shall provide the Union with the use of a photocopier for the reasonable requirements of the Local, space for a filing cabinet, and subject to availability, provide space on the Authority's premises for general membership meetings at no cost to the Union.

ARTICLE 12 – DEDUCTION OF UNION DUES

- 12.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the bi-weekly membership dues from the bi-weekly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary periods.
- 12.02 The Union shall inform the Employer in writing as to the method of calculating Union dues for all employees pursuant to Clause 12.01.
- 12.03 This Article does not apply to any employee who establishes an entitlement to a religious exemption pursuant to the provisions of the *Canada Labour Code*.
- 12.04 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Union by electronic funds transfer within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 12.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer which shall in any case be limited to the amount actually involved in the error.
- 12.06 Only the certified bargaining agent shall be permitted to have Union membership dues and/or other Union assessments deducted by the Employer from the pay of employees in the bargaining unit.

- 12.07 The Employer agrees to make deductions for Union initiation fees, insurance premiums and assessments (excluding fines or penalties) on the production of appropriate documentation from the Union.
- 12.08 The Union may grant an exemption from the payment of Union dues by an employee for all or part of the period of an acting assignment in an excluded position by advising the employee and the Employer, in writing, accordingly. The employee will not receive representation from the Union during the period for which the exemption has been granted. The collection of Union dues will cease during the first full pay period after the exemption has been granted and the collection of Union dues will recommence during the first full pay period after the period of the exemption has expired.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01 Any dispute concerning the interpretation, application, administration or alleged violation of the Agreement shall be considered a grievance and shall be processed in the following manner:

13.02 **Step One – Resolution Discussion**

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 prior to the submission of a written grievance.

13.03 **Step Two – Grievance Meeting**

The employee(s) or Union may submit a grievance to Human Resources if the problem or dispute is not resolved at Step One. The grievance shall be submitted within twenty-five (25) business days of the day on which the employee(s) or Union is notified orally or in writing or on which the employee(s) or Union first becomes aware of the action or circumstances giving rise to the grievance.

The grievance shall be presented in writing and signed by the employee(s) and/or the Union representative and shall contain the:

- (1) details of the grievance
- (2) article(s) of the Agreement considered violated
- (3) corrective action requested

Within ten (10) business days of the receipt of the grievance, Human Resources will schedule a meeting with the employee(s), the Union representative, and the Employer representative. The Employer's representative shall be at a higher level in the organization than the Employer's representative at Step One. The purpose of the meeting is to seek resolution of the grievance. Within five (5) business days of the meeting, the Employer representative shall provide a written response to the employee(s) and the Union representative, or to the Union representative in the case of a Union originated grievance.

13.04 **Step Three - Arbitration**

If the grievance is not satisfactorily resolved at Step Two, the grievance may be referred to arbitration, by the Union, by notice in writing to Human Resources within twenty (20) business days after receipt of the Employer's response to Step Two.

Written notice of referral of a grievance to arbitration shall include a name or list of names of the person or persons the Union is willing to accept as the single arbitrator. The Employer, if it accepts the person or one of the persons suggested to act as arbitrator, shall within seven (7) business days, notify the Union accordingly and the grievance shall be submitted to that arbitrator, or if it does not accept any of the persons suggested by the Union, shall within seven (7) business days notify the Union accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, the parties agree to refer the grievance to an arbitration board.

When the parties are unable to agree on a person to act as a single arbitrator, the Union shall provide the name, address and business phone number of the Union's appointed member of the arbitration board. The Employer shall, within seven (7) business days, advise the Union of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall, within seven (7) business days of the appointment of the second member appoint a third person who shall be chair. If the appointees fail to agree upon a chair within the time limit (or such longer period as may be mutually agreed), then the Minister of Labour may be requested by either party to appoint a person to act as chair.

The arbitrator or arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon both parties and upon any employee affected by it. The arbitrator or arbitration board shall not make any decision inconsistent with the provisions of this Agreement or make any decisions which would alter, modify, amend, add to or subtract from any part of the Agreement. The arbitrator or arbitration board shall have all the powers vested in it by the *Canada Labour Code*.

The parties shall share equally the costs of the chair of the arbitration board or the single arbitrator.

13.05 In this grievance procedure, if the employee(s) or Union fails to meet a time limit, the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits. If the Employer fails to meet a time limit, the employee(s) or Union, at their 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 or employee(s) until they have received the Employer's response. "Business days" for the purpose of this Article and Clause 50.03 means by 23:59 hours on calendar days excluding Saturday, Sunday, and a day designated as a holiday.

13.06 Employee(s) and the Union shall have the right to request a meeting with Employer representatives on any grievance. Such a request will not be unreasonably denied. Employee(s) attending grievance related meetings will be granted leave with pay. At the request of the employee(s), a Union representative will also be invited to attend and will be granted leave with pay.

13.07 The employee(s) or Union may, by written notice to the Employer, withdraw their grievance at any stage of the grievance procedure.

SECTION D: EMPLOYEE STATUS

ARTICLE 14 – FULL TIME PERMANENT EMPLOYEES

14.01 Definition

A full time permanent employee is an employee hired for an indeterminate period, and who has completed the probationary period.

14.02 Full time permanent employees shall be entitled to all provisions provided under this Agreement.

ARTICLE 15 – PERMANENT PART-TIME EMPLOYEES

15.01 Definition

Permanent part-time employees are persons who are employed continuously throughout the year on an indeterminate basis and whose normal scheduled hours of work are less than those established in the Article 19 - Hours of Work.

15.02 Entitlements for Permanent Part-Time Employees

Unless otherwise provided for in this Article, permanent part-time employees shall be entitled to all provisions provided under this Agreement.

15.03 Permanent part-time employees who regularly work twenty (20) hours per week shall be entitled to the pension, benefit and life insurance plans provided under this Agreement in Article 19 – Hours of Work.

15.04 Overtime

Overtime will be paid for work performed:

- (a) on a designated paid holiday; or
- (b) in excess of their scheduled daily hours of work; or
- (c) in excess of the normal weekly hours of work as specified in Article 19 - Hours of Work; or
- (d) on non-scheduled work days.

The overtime rate of pay shall be equal to the rates provided to full-time employees as specified in Article 41 -Overtime Compensation.

15.05 Designated Paid Holiday Compensation

Permanent part time employees shall not be paid for designated paid holidays, but shall instead be paid five percent (5.00%) per pay period for all straight time hours worked.

15.06 **Severance Pay**

For the purposes of calculating both eligibility for severance pay and the amount payable, the scheduled hours of work during each year for permanent part time employees will be aggregated to determine the number of twelve (12) month or partial twelve (12) month periods of service, as defined in Article 46 - Severance Pay.

15.07 **Vacation Leave**

Permanent part time employees shall earn vacation pay as a percentage of eligible earnings in accordance with Article 36 – Vacation Leave.

15.08 **Other Leave**

Permanent part time employees shall be entitled to Article 38 – Other Leave With or Without Pay as follows:

- (a) The following leaves shall not be prorated:
 - (i) Bereavement Leave
 - (ii) Court Leave With Pay
 - (iii) Leave Without Pay for Immediate Family Care
 - (iv) Education Leave Without Pay
 - (v) Union Business Leave
 - (vi) Maternity Leave Without Pay
 - (vii) Parental Leave Without Pay

- (b) The following leaves shall be prorated based on the employee’s scheduled weekly hours of work compared to the normal hours of work for full time employees as established in the Hours of Work article:
 - (i) Education Leave With Pay
 - (ii) Leave With Pay for Family Related Responsibilities
 - (iii) Injury On-Duty Leave With Pay
 - (iv) Maternity Leave and Parental Leave – Sub Payment Allowance
 - (v) Flex Hours
 - (vi) Leave for Other Reasons

ARTICLE 16 – SEASONAL EMPLOYEES

16.01 **Definition**

For the purposes of this Agreement, a seasonal employee is defined as a person employed on a permanent basis for work which is not continuous throughout the year, but recurs in successive years.

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

16.03 Severance Pay

- (a) For purposes of establishing an entitlement to severance pay, a seasonal employee shall, for each year of seasonal employment, be deemed to have completed one year of service. For the purpose of calculating the amount of the severance payment, the scheduled hours of work during each year will be aggregated to determine the number of twelve (12) month periods of service as defined in the Article 46 - Severance Pay.
- (b) Seasonal employees only receive severance pay upon termination of employment, and not during a seasonal layoff.

16.04 Benefit Plan Coverage

- (a) During an employee's period of seasonal lay-off, 100% Employer paid coverage will continue under the Authority's Dental Plan, Life Insurance and the death benefit.
- (b) With the exception of the coverage outlined in 16.04 (a), seasonal employees are not covered by the Authority's benefit plans during their period of seasonal lay-off. Seasonal employees may, however, elect to continue the Authority's Extended Health Care Plan and optional life insurance coverage during their period of seasonal lay-off by paying the full cost of continued coverage.

16.05 Other Leave

Seasonal employees shall be entitled to Article 38 – Other Leave With or Without Pay as follows:

- (a) The following leaves shall not be prorated:
 - (i) Bereavement Leave
 - (ii) Court Leave With Pay
 - (iii) Leave Without Pay for Immediate Family Care
 - (iv) Education Leave Without Pay
 - (v) Union Business Leave
 - (vi) Maternity Leave Without Pay
 - (vii) Parental Leave Without Pay
- (b) The following leaves shall be prorated based on the employee's scheduled annual hours of work compared to the normal hours of work for full time employees as established in the Hours of Work article:
 - (i) Education Leave With Pay
 - (ii) Leave With Pay for Family Related Responsibilities
 - (iii) Injury On-Duty Leave With Pay
 - (iv) Maternity Leave and Parental Leave – Sub Payment Allowance
 - (v) Flex Hours
 - (vi) Leave for Other Reasons

16.06 **Vacation Credits**

At the beginning of each recall period, seasonal employees will have a one-time election to:

- (a) Have vacation credits earned during the recall period paid out, as earned, in each applicable pay period; or
- (b) Have vacation credits accrue until the end of the season, at which time the following options will be available:
 - (i) If the seasonal employee has been granted a term extension, then the vacation credits will continue to accrue. Earned vacation credits must be used prior to the start of the following recall period.
 - (ii) If the seasonal employee does not have a term extension, then the vacation credits accrued will be paid out.

ARTICLE 17 – TERM EMPLOYEES

17.01 **Definition**

- (a) For the purposes of this Agreement, “term employees” include the following two types of employees and are defined as follows:
 - (i) “Term full time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are those established for full-time employees in Article 19 - Hours of Work.
 - (ii) “Term part time employees” are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are less than those established for full-time employees in Article 19 - Hours of Work.
- (b) Term employees may be hired 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; or
 - (iv) special projects.
- (c) Term employees may be hired for a period of time exceeding three (3) years if they are hired as follows:
 - (i) to replace a permanent employee on extended sick leave, long term disability, or who has been assigned to a special project; or
 - (ii) assigned to special projects related to airport development.

Such employees will be advised, in writing, of the purpose of the term employment and planned termination date when hired.

17.02 With the exception of 17.01 (c) above, if the term of employment extends beyond three (3) years in the same position, the individual will be granted permanent employment status.

17.03 Unless otherwise provided for in this Article, term employees shall be entitled to all provisions provided under this Agreement.

17.04 **Pension and Benefit Plan Coverage**

(a) Term employees are eligible for the Dental, Extended Health Care, Sick Leave With Pay and Life Insurance plans provided under this Agreement if initially hired for a period in excess of six (6) months, or when their initial term is extended beyond six (6) months.

(b) Term employees are eligible for the pension plan after completion of twenty-four (24) months of continuous employment with The Calgary Airport Authority.

(c) Subject to 17.04(a) and 17.04(b), term part time employees who regularly work twenty (20) hours per week are entitled to the pension, Dental, Extended Health Care, Sick Leave With Pay and Life Insurance plans provided under this Agreement.

17.05 **Overtime**

For term part time employees, overtime will be paid for work performed:

- (a) on a designated paid holiday; or
- (b) in excess of their scheduled daily hours of work; or
- (c) in excess of the normal weekly hours of work as specified in Article 19 - Hours of Work; or
- (d) on non-scheduled work days.

The overtime rate of pay shall be equal to the rates provided to full time employees as specified in Article 41 - Overtime Compensation.

17.06 **Designated Paid Holiday Compensation**

Term part time employees shall not be paid for designated paid holidays, but shall instead be paid five percent (5.00%) per pay period for all straight-time hours worked.

17.07 **Severance Pay**

(a) Term employees who have worked full time for a continuous period of twelve (12) months will be entitled to severance pay in accordance with the *Canada Labour Code*.

(b) Term part time employees shall be eligible for severance pay as calculated in 17.07(a) on a pro-rata basis.

17.08 **Vacation Leave**

Term part time employees shall earn vacation pay as a percentage of eligible earnings in accordance with Article 36 – Vacation Leave.

17.09 **Other Leave**

Term employees who have completed six (6) months service shall be entitled to Article 38 – Other Leave With or Without Pay as follows:

- (a) The following leaves shall not be prorated:
 - (i) Bereavement Leave
 - (ii) Court Leave With Pay
 - (iii) Leave Without Pay for Immediate Family Care
 - (iv) Education Leave Without Pay
 - (v) Union Business Leave
 - (vi) Maternity Leave Without Pay
 - (vii) Parental Leave Without Pay

- (b) The following leaves shall be prorated based on the employee's scheduled weekly hours of work compared to the normal hours of work for full time employees as established in the Hours of Work article:
 - (i) Education Leave With Pay
 - (ii) Leave With Pay for Family Related Responsibilities
 - (iii) Injury On-Duty Leave With Pay
 - (iv) Maternity Leave and Parental Leave – Sub Payment Allowance
 - (v) Flex Hours
 - (vi) Leave for Other Reasons

SECTION E – WORKING CONDITIONS

ARTICLE 18 – HEALTH AND SAFETY

18.01 The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being. Every reasonable effort shall be deployed to prevent and correct any situation that may compromise the health and safety of employees.

18.02 The Employer shall ensure that the safety and health at work of every employee is protected.

The Union in co-operation with the Employer, will encourage employees to work in a safe manner, and will promote a safe and healthy work environment.

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being, and must inform their supervisor if a protective device or apparatus is missing or defective, or when any situation occurs which might endanger the employee, another employee, or any other person.

18.03 The Employer and the Union agree that work practices shall be governed by the *Canada Labour Code*, its Regulations, and any other safe work procedures which the Authority has developed. The Employer may develop and issue safe work procedures in consultation with the Health and Safety Committee.

18.04 When an employee who is pregnant expresses concern about the possible ill effects of their work or work location upon their health or the health of their unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of their choice, the Employer shall endeavour to find alternate duties for the employee after consultation with the Union and in a manner consistent with the Collective Agreement.

18.05 The Employer will provide first aid and safety training to a reasonable number of employees at the Employer's expense. Employees selected by the Employer for first aid and safety training shall be granted time off without loss of pay, not including overtime pay.

18.06 Employees who have sustained a disabling injury at work during their normally scheduled hours of work and are unable to return to work due to the injury shall be paid as if they completed their normally scheduled hours of work, for the balance of that shift.

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

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

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

ARTICLE 19 – HOURS OF WORK

19.01 For the purposes of this Article:

- (a) “Day” means a twenty-four hour period commencing at 00:00 hours;
- (b) “Week” means a period of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night.

19.02 The Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and extended schedules for full time employees are as follows:

(a) Standard Schedule

- (i) The standard schedule is work customarily performed between the hours of 07:00 and 18:00 Monday to Friday inclusive.
- (ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half (1/2) hour lunch period, shall be 7.5 hours per day, 37.5 hours per week; or
- (iii) The hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be eight (8) hours per day, forty (40) hours per week.

(b) Extended Schedule

Hours of work established for employees working in extended operations (i.e. weekend and/or more than one shift per day) shall be no less than the daily hours specified in Clause 19.02(a)(ii) or 19.02 (a) (iii) and shall average the weekly hours specified in Clause 19.02(a)(ii) or 19.02 (a) (iii) as the case may be over a maximum period of six (6) months.

(c) The classifications required to work eight (8) hours per day, forty (40) hours per week are as identified in Annex D of this agreement.

19.03 **Scheduling**

(a) The Employer shall make every reasonable effort:

- (i) not to schedule the commencement of a shift within twelve (12) hours (exclusive of a one half (1/2) hour meal break) of the completion of the employee’s previous shift; and
- (ii) to avoid excessive fluctuation in hours of work; and
- (iii) not to schedule more than six (6) consecutive days of work unless by mutual agreement of the employee(s) affected; 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, provided the holiday is not worked.
 - (b) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
 - (c) No employee shall be required to work split shifts.
- 19.04 The Employer agrees to consult with the Union and consider the preferences of employees in the allocation of shifts amongst employees governed by the same shift schedule.
- 19.05 The Employer shall schedule hours of work for all employees. Subject to operational requirements, the Employer, shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. In no case, will the schedule be for a period of less than fifty-six (56) calendar days. Working schedules shall be published at least fifteen (15) calendar days in advance of the starting date of the new schedule.
- 19.06 An employee who is required to change their scheduled shift without receiving a minimum of seven (7) calendar days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of double time (2 times). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
- The Employer will endeavour to provide fifteen (15) calendar days' notice where practicable.
- 19.07 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.
- 19.08 **Meal Breaks**
- (a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavor to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
 - (b) Certain continuous operations may require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break, which shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.
- 19.09 **Rest Periods**
- The Employer shall provide two (2) rest periods of fifteen (15) minutes each to an employee who works the normal daily hours for a full time employee. The Employer shall provide one (1) rest period of fifteen (15) minutes to an employee who works at least

half of the normal daily hours for a full-time employee, but less than the full normal daily full time hours. For employees whose shifts extend beyond ten (10) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

19.10 **Days of Rest**

Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked on the day on which the shift began.

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 deemed to have worked their 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.

19.11 **Flexible Work Arrangements**

Upon approval from the Employer and subject to operational requirements, an employee may be granted flexible work arrangements in accordance with the *Canada Labour Code*. A request for flexible work arrangements shall not be unreasonably withheld.

19.12 **Compressed Hours of Work**

- (a) A compressed hours of work schedule is a schedule which establishes normal scheduled daily hours in excess of those prescribed in Clause 19.02(a)(ii).
- (b) Upon approval from the Employer and subject to bona fide operational requirements, employees may convert to compressed hours of work, provided:
 - (i) no shift in excess of twelve (12) hours (exclusive of a one-half (1/2) hour meal break) is involved;
 - (ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
 - (iii) the hours of work are averaged over the life of the compressed work schedule, with such schedule not to exceed three hundred sixty-five (365) days;
 - (iv) the daily hours of work under a compressed work week schedule shall be eight (8) hours and twenty (20) minutes per day and all employees shall make up the required annual hours for statutory holidays by working on a day which would otherwise be a compressed day off. This make up day shall, for all employees, be scheduled for the last normal compressed day off in the month of October.

In considering a request for a compressed work week, the Employer will consider the operational requirements of the employee's work area, and hold discussions with the employee(s) and the Union.

- (c) 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.

19.13 Wash-up Time

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

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

ARTICLE 20 – TOOLS AND TOOL REPLACEMENT

- 20.01 The Employer will provide, maintain and replace, at no cost to the employee, tools and equipment necessary for employees to carry out their duties.

ARTICLE 21 – PROVISION OF CLOTHING

- 21.01 The Employer will provide, maintain, and replace, as detailed in the Clothing Policy, appropriate items of clothing and safety equipment to employees where:
- a) the Employer has determined that the identification of employees is necessary for the effective performance of duties, and/or;
 - b) the nature of the work is such that special protection is required for reasons of occupational health and safety.
- 21.02 All clothing and safety equipment shall meet CSA or WCB standards.
- 21.03 Clothing will be issued in accordance with the Clothing Policy. The Employer will hold meaningful consultation with the Union regarding the application of the Clothing Policy, and prior to any revisions of the Policy. The normal forum for such consultation shall be the Health and Safety Committee.
- 21.04 Employees in the Terminal Operations Specialist classification and employees for whom the Employer requires to wear safety footwear shall be reimbursed a maximum of three hundred fifty dollars (\$350.00) for footwear. An employee is eligible for subsequent reimbursement three (3) years after the date of their most recent reimbursement. All required safety footwear shall be CSA approved.

ARTICLE 22 – EMPLOYEE PARKING

- 22.01 The Employer will provide free parking for employees.

SECTION F: GENERAL EMPLOYMENT ISSUES

ARTICLE 23 – STAFFING

- 23.01 The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit.
- 23.02 The postings shall be for a minimum of fourteen (14) calendar days. The closing date shall be identified on all postings.
- 23.03 The posting shall contain the following information:
- a) The salary and classification for the position(s)
 - b) The number of position(s) being filled as a result of the competition
 - c) The basic requirements for the position(s)
 - d) The additional qualifications required for the position(s), including education, knowledge, abilities, skills, and experience. Such qualifications will reflect the requirements of the position(s) being filled.
- The Employer may consider an applicant with relevant experience in lieu of the basic educational requirement(s). In such cases, the Employer will identify this on the posting.
- 23.04 The Employer is entitled to seek and consider applications from outside the bargaining unit for the purposes of the competition process.
- 23.05 A copy of the posting shall be forwarded to the Union Local President or their delegate at a reasonable time in advance of the posting.
- 23.06 The selection committee shall interview all candidates in the bargaining unit who meet the posted basic requirements for the position(s).
- 23.07 The qualifications of the candidates will be evaluated against the posted qualifications for the position(s), and the most qualified candidate(s) meeting the qualifications of the position(s) will be selected. Where none of the candidates meet the requirements of the position(s), the Employer may cancel the posting, or re-post the position(s).
- The candidates in the bargaining unit shall be advised of the results of the competition within one (1) week after the selection decision is made, and the name(s) of the successful candidate(s) will be posted.
- 23.08 Upon request, unsuccessful candidates in the bargaining unit will be advised of the reasons why they were unsuccessful in the competition.
- 23.09 (a) The Employer will post, in accordance with Clauses 23.02 and 23.03, all term positions and acting assignments known to be for a period in excess of six (6) months.

- (b) A term or acting assignment which was originally expected to be less than six (6) months may be extended, without posting, with the assignment not to exceed:
 - (i) twelve (12) months in the case of maternity, parental, or education leave;
 - (ii) nine (9) months in the case of short term or long term disability.
- 23.10 (a) The Employer is not required to post a vacancy for the purpose of a voluntary lateral transfer from one permanent position to another permanent position.
- (b) A voluntary lateral transfer for salary purposes is defined as a position having a maximum salary equivalent to or less than the transferring employee's maximum salary.
- 23.11 Employees may, prior to commencing a leave of absence of six (6) weeks or less, file a written submission to Human Resources which shall include:
 - a) A current resume;
 - b) An intention to bid on up to two (2) potential postings;
 - c) Information on how the employee can be contacted if an opportunity arises.The employee will be considered in the selection process if the employee:
 - a) Meets the basic requirements of the position;
 - b) Is available for the selection process;
 - c) Is available to return to work after the conclusion of the leave period.
- 23.12 In all competition processes, the Employer agrees to comply with the provisions of the *Canada Labour Code*.
- 23.13 The Employer will exercise its obligations under this Article in a fair and non-discriminatory fashion.

ARTICLE 24 – STATEMENT OF DUTIES

- 24.01 Upon hiring or by written request, an employee shall be provided with the current statement of the duties and responsibilities of their position, including the classification level and where applicable, the point rating allotted by factor to their position, and an organization chart depicting the position's place in the organization.

ARTICLE 25 – PERSONNEL FILES

- 25.01 The Employer shall maintain one (1) personnel file for each employee, which will contain documents related to an employee's terms and conditions of employment and other information normally placed in such files.
- 25.02 The parties to this Agreement recognize that an individual's personnel file shall be stored and treated in a confidential manner. Only those with a legitimate need and right will be given access to personnel files by a Human Resources Representative.
- 25.03 Upon written request of an employee, the personnel file of that employee will be made available at reasonable intervals for the employee's examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of their personnel file.

ARTICLE 26 – PROBATIONARY EMPLOYEES

- 26.01 A new employee hired into a permanent position shall be on probation for a period of six (6) months, excluding periods of absence from work which exceed twenty (20) consecutive working days. For further clarity, if an employee is absent from work due to a bona fide absence for longer than twenty (20) working days, then the probationary period will be extended for a corresponding period of time. A probationary employee shall have a performance review completed at approximately the mid-point of their probationary period (or sooner if warranted) and at its conclusion.
- 26.02 Probationary employees may be terminated at any time during their first six (6) months of employment. When a probationary employee is terminated, the Employer shall provide notice in writing with reason(s). A probationary employee who is terminated may grieve the termination but may not pursue the grievance to arbitration.

For greater clarity, permanent employees including seasonal employees will only be subject to probation once, upon initial appointment, during their employment with the Authority.

- 26.03 The duration of the probationary period may be extended with mutual written agreement of the Employer and the Union.

ARTICLE 27 – ASSESSMENT PERIOD ON PROMOTION OR VOLUNTARY TRANSFER

- 27.01 An employee who:
- i) is promoted to a permanent position within the bargaining unit; or
 - ii) voluntarily transfers from one permanent position to another permanent position in the bargaining unit; and
- is unable to satisfactorily perform in the position during a six (6) month assessment period shall be re-assigned to the employee's former position (if available) or to a position which has a salary equivalent to that of the employee's former position. In this case, the employee shall not be required to complete a probationary period pursuant to Article 26 – Probationary Employees.

- 27.02 The Employer shall not curtail the assessment period unreasonably before it has run its course.

ARTICLE 28 – EMPLOYEE PERFORMANCE REVIEW

- 28.01 The purpose of an employee performance review is to discuss with the employee their performance in relation to the duties required in the employee's position. The review will include discussion of strengths and areas for improved performance. Should the employee not meet the standards of performance expected, these standards will be discussed and recommendations made to improve the employee's performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis.
- 28.02 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to acknowledge the performance review upon its completion to indicate that its contents have been read. A copy of the completed performance review will be accessible to the employee at that time. An employee's acknowledgement of their performance review will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained in the review.
- 28.03 An employee has the right to add written comments to be included with the performance review.
- 28.04 The Employer's representative(s) who assess an employee's performance must be the supervisor(s) who have observed or been aware of the employee's performance for the greatest amount of the period for which the employee's performance is evaluated.

ARTICLE 29 – CONFLICT OF INTEREST

- 29.01 The Employer shall provide every employee with a copy of its current Conflict of Interest policy.
- 29.02 When the Employer amends its Conflict of Interest policy, it will provide the President of the Union Local with a copy prior to distributing it to employees.

ARTICLE 30 – DISCIPLINE

- 30.01 No employee shall be disciplined except for just cause.
- 30.02 When an employee is disciplined, the Employer undertakes to notify the employee in writing of the reason for such discipline. The Employer shall endeavor to give such notification at the time the employee is originally advised of the disciplinary action.
- 30.03 The Employer shall notify the local representative of the Union that such disciplinary action has occurred.

- 30.04 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation concerning the employee, or to render a disciplinary decision concerning the employee, the employee is entitled to have, at their request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting and shall be informed of the reason(s) for the meeting.
- 30.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.
- 30.06 Any document or written statement related to disciplinary action which may have been placed on the personnel file of any employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 31 – NO DISCRIMINATION

- 31.01 The Employer acknowledges and affirms its obligations under the *Canadian Human Rights Act*. Accordingly, the provisions of the Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation; there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, religion, sex, sexual orientation, gender expression, gender identity, family status, genetic characteristics, disability, marital status, or conviction for which a pardon has been granted or in respect of which a record suspension has been ordered.
- 31.02 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*.
- 31.03 (a) Any step in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 31.03(a) a step in the grievance procedure is waived, no other step shall be waived except by mutual agreement.
- (c) The employee and the Union representative should the employee so request, shall receive a copy of the investigation report in compliance with relevant access to information and privacy legislation.
- 31.04 Where an employee makes a complaint to the Human Rights Commission, such complaint shall not be subject in any manner to the grievance or arbitration procedure.
- 31.05 There shall be no discrimination in respect of employment by reason of membership or activity in the Union. An allegation of such discrimination is subject to the grievance procedure.

ARTICLE 32 – RESPECTFUL WORKPLACE

- 32.01 The Employer has implemented a new Respectful Workplace and Violence Prevention Policy as required under the *Canada Labour Code* Work Place Harassment and Violence Prevention Regulations SOR/2020-130. The terms of the Policy will be followed by the Employer, the Union, and the employees. Any amendments to the Policy shall be made in accordance with the Regulations.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 The parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code* Section 51, which defines technological change as follows:
- a) *the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking, or business; and*
 - b) *a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.*
- 33.02 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 Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be implemented.
- 33.03 The notice referred to in Clause 33.02 shall be in writing and shall state:
- a) the nature of the technological change;
 - b) the date on which the Employer proposes to effect the technological change;
 - c) the approximate number and classifications of employees likely to be affected by the technological change;
 - d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected; and
 - e) any additional information as required by the *Canada Labour Code*.
- 33.04 Once the Employer has given the Union the notice described in Clause 33.02, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:
- a) a detailed description of the nature of the proposed technological change;
 - b) the name(s) of the employee(s) who will initially be likely to be affected by the proposed technological change; and
 - c) the rationale for the change.

- 33.05 During the notice period described in Clause 33.02, the parties shall undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.
- 33.06 Where an employee's position will be affected by a technological change prescribed in the notice referred to in Clause 33.02, the employee will be provided reasonable training in the position as changed. Such training will be provided, where available, during regular working hours at no cost to the employee.

ARTICLE 34 – JOB SECURITY & LAY-OFF/RECALL PROCEDURE

- 34.01 Unless otherwise indicated, it is agreed that the provisions described below will not apply to term employees.
- 34.02 No employee who is employed by the Employer shall be subjected to lay-off as a direct result of the employee's work being performed by contract.

34.03 Union Consultation

- (a) The Employer shall advise the Union in writing at least one hundred and twenty (120) calendar days in advance of any planned lay-off that would take effect, unless unforeseen emergencies beyond the control of the Employer do not allow for such notice period. The notice will include all pertinent information relevant to the lay-off including the reasons for the lay-off, the classification and the number of employees who would be affected.
- (b) The parties will, through the consultation process, review all possible alternatives to the reduction of the work force. The Employer will give consideration to those discussions and the positions put forward by the Union prior to the implementation of any decision.

34.04 Voluntary Lay-Off or Early Retirement

In addition to the severance pay as outlined in Article 46, the Employer may offer additional compensation to any employee who would accept a voluntary lay-off or early retirement. The employee may request Union representation in a meeting with the Employer to discuss voluntary lay-off or early retirement.

34.05 Lay-Off Procedure

In the event that any reduction in the workforce is necessary, the Employer will endeavour to reassign the affected employee(s) to other available work in accordance with the provisions below:

- (a) (i) An employee who would be affected by the lay-off shall be offered assignment or appointment to any vacant position at the same classification level, or any vacant position of a lower classification if there

is no vacant position at the same classification, within the bargaining unit providing the employee can establish their ability to perform the job. The Employer will provide training within a reasonable timeframe so that they become qualified. An employee who refuses to be assigned or appointed to a vacant position shall be subjected to lay-off in accordance with the provision of this Article.

- (ii) An employee who accepts an assignment at a lower classification level with a lower maximum rate of pay shall suffer no reduction of their current salary. Furthermore, the employee shall retain the priority rights to return to a position at the same classification level as their former position. Should an employee subsequently refuse an appointment to a position at the same classification level as their former position that employee will lose the salary protected status and will be appointed to a lower classification level to which the employee had been assigned.
 - (iii) An employee who refuses an assignment to a position at a lower classification level within the bargaining unit shall be laid off in accordance with the following sections.
- (b) Where staff is being reduced due to lack of work, regular employees shall be laid off in inverse order of seniority within the same classification after all term employees of the same classification have been laid off.
 - (c) An employee subject to indefinite lay-off will normally be notified ninety (90) calendar days in advance of the effective date of lay-off or the employee will receive their normal compensation in lieu of notice. In the case of lay-off due to unforeseen emergencies beyond the control of the Employer which do not allow for such notice period, an employee will be notified as early as possible but no less than two (2) weeks prior to lay-off or the employee will receive their normal compensation in lieu of notice.
 - (d) During the notice period, the affected employee will be granted reasonable leave with pay for the purpose of searching and obtaining other employment. To this end, the Employer will provide to the affected employees counseling services and a job search assistance program coordinated by the Human Resources Department or a consultant firm selected by the Employer.
 - (e) Concurrently to the rights described in Clause 34.05(a), an employee who is subjected to indefinite lay-off shall have the option of:
 - (i) accepting the lay-off and retaining the right of recall for up to one (1) year; or,
 - (ii) accepting termination from the Employer with full pay for the remainder of the notice period and waiving the right to recall by accepting severance pay described in Article 46 and any other compensation offered by the Employer and agreeable to the employee; or,
 - (iii) displacing the most junior employee within their current classification level, providing the employee can establish that the employee has the

qualifications to immediately perform the job. The employee shall notify the Employer within one (1) week of notice of lay-off of their intention to displace another employee. The displaced employee shall be laid off, unless the Employer decides otherwise, in accordance with the provisions of this Article.

- (f) Full-time employees will not be required to accept part-time employment.
- (g) In the event of a short-term lay-off of two (2) weeks or less due to unforeseen emergencies, the provisions above in Clause 34.05 do not apply. If the term of the layoff extends beyond the period of two (2) weeks, the other provisions within Clause 34.05 become applicable.

34.06 Recall Procedure

- (a) An employee who has been laid off and has not accepted severance pay shall be entitled to recall in inverse order of lay-off for a period of one (1) year from the date of lay-off. Upon expiry of the recall period, a laid-off employee shall receive severance pay if the employee 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 positions within the bargaining unit for which the employee is qualified to perform or may qualify within a reasonable training period.

34.07 Benefits Coverage

In the case of an employee who has retained recall rights, and is laid off for a period expected to be:

- a) less than twenty-five (25) consecutive weeks, the Employer agrees to maintain the eligibility of a laid off employee during the entire period of lay-off to participation, without payment of premium, in the Extended Health Care and Dental Plans;
- b) twenty-five (25) weeks or more, the Employer agrees to maintain the eligibility of a laid off employee for a period of thirty (30) calendar days to participation, without payment of premium, in the Extended Health Care and Dental Plans.

SECTION G: VACATION LEAVE, DESIGNATED PAID HOLIDAYS AND OTHER LEAVE

ARTICLE 35 – LEAVE GENERAL

- 35.01 When an employee moves from a position outside of the bargaining unit into a position subject to this Agreement, the employee shall retain the amount of vacation and time off for overtime earned, but unused.

ARTICLE 36 – VACATION LEAVE

36.01 **Vacation Leave**

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

36.02 **Credits**

A full-time employee whose shift schedule averages forty (40) hours per week or two thousand eighty (2080) hours per year shall, during the vacation year, earn vacation leave credits at the following rates:

Service	Hours / Year	Percent Allocation
0 – 5 years	124.8 hours	6%
5 – 14 years	166.4 hours	8%
14 – 20 years	208.0 hours	10%
>20 years	249.6 hours	12%

A full-time employee whose shift schedule averages thirty-seven point five (37.5) hours per week or one thousand nine hundred fifty (1950) hours per year shall, during the vacation year, earn vacation leave credits at the following rates:

Service	Hours / Year	Percent Allocation
0 – 5 years	112.5 hours	6%
5 – 14 years	150.0 hours	8%
14 – 20 years	187.5 hours	10%
>20 years	225.0 hours	12%

An employee earns vacation leave credit for each calendar month during which the employee receives at least ten (10) days' pay. An employee increases to the next vacation leave credit level in the month in which the required service anniversary occurs.

36.03 **Service**

For the purposes of applying this Article and calculating vacation leave, "service" includes:

- a) for those employees who transferred from the Federal Government to The Calgary Airport Authority on July 1, 1992, prior years employment in the Public Service of Canada as recognized by the Federal Government on June 30, 1992, and;
- b) length of service with The Calgary Airport Authority, excluding any calendar month during which the employee does not receive at least ten (10) days' pay.

36.04 Entitlement to Vacation Leave

An employee is entitled to vacation leave to the extent of the employee's earned credits.

36.05 Conversion of Days to Hours

For the purposes of applying the leave provisions in this Article, leave credits earned and utilized by an employee shall be calculated in hours. The conversion of days to hours shall be based on the employee's daily scheduled hours of work.

36.06 Scheduling of Vacation Leave

The Employer shall, subject to operational requirements, make every reasonable effort to schedule vacation leave at a time in a manner suitable to the employee's wishes. The Employer also agrees to approve or deny the employee's submitted vacation leave request within a reasonable period of time.

36.07 Displacement of Vacation Leave

Where, in respect of any period of vacation leave, an employee:

- a) is granted bereavement leave, or
- b) is granted leave with pay because of illness in the immediate family, or
- c) is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date. While on vacation leave, an employee must notify the Employer as soon as is practicable of any request for leave which would have the effect of displacing a period of approved vacation leave.

36.08 Carry-Over

Employees are normally expected to take all their vacation leave during the vacation year in which it is earned. Earned but unused vacation leave credits as of December 31st of each vacation year shall be paid to the employee at the regular current rate of pay. However, upon written application by the employee made on or before December 1st, the unused portion of the employee's vacation leave shall be paid out or carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

Any vacation credits carried over must be used as vacation leave by the end of the following vacation year and such credits shall be used prior to the utilization of any credits granted in the new year. However, when an employee cannot take a period requested by the employee as the result of the Employer's refusal to grant said leave due to operational requirements, the Employer shall pay out such unused vacation credits carried over from the previous year as were requested during the period of vacation leave denied.

36.09 Return to Duty While on Leave

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

An employee is recalled to duty shall be reimbursed for reasonable expenses that the employee incurs:

- i) in proceeding to the employee's place of duty; and
- ii) in returning to the location from which they were recalled if the employee immediately resumes vacation upon completion of the recall assignment.

An employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled, under this Clause, to be reimbursed for expenses incurred by the employee.

36.10 Cancellation of Approved Leave

When the Employer cancels a period of vacation leave which it had 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.

36.11 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, 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 to the employee's credit by the regular daily rate of pay to which the employee is entitled in effect at the time of the termination of the employee's employment.

36.12 Recovery of Unearned Vacation Pay

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee at the employee's then current regular daily rate of pay.

36.13 Definition of Vacation Leave

It is agreed that for purposes of this Article "vacation leave" means vacation leave with pay.

ARTICLE 37 – DESIGNATED PAID HOLIDAYS

- 37.01 a) The following days shall be designated as paid holidays:
- New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.
- b) In the event an additional day is proclaimed by an Act of Parliament as a statutory holiday prior to the expiry of the Collective Agreement, employees will be entitled to the additional day.
- 37.02 An employee is not entitled to pay on a Designated Paid Holiday if the employee is absent without pay on both the working day immediately preceding and following the Designated Paid Holiday, except in the case of an employee who is granted leave Without Pay for Union Business.
- 37.03 When a designated paid holiday(s) coincides with an employee's day(s) of rest, the holiday(s) shall be moved to the first scheduled working day(s) following the employee's day(s) of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
- 37.04 When a day designated as a holiday for an employee is moved to another day under the provision of Clause 37.03:
- 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.
- 37.05 When an employee works on a holiday, the employee shall be paid:
- a) time and one-half (1 ½) for all hours worked up to their regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday,
- or
- b) upon request and with the approval of the Employer, the employee shall be granted:
- i) a day of leave with pay (regular, current, straight-time rate of pay) at a later date in lieu of the holiday, and

- ii) pay at time and one-half (1 ½) times the straight time rate of pay for all hours worked on the holiday up to their regular scheduled hours of work, and
- iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of their regular scheduled hours of work.

- 37.06 Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request. Unused lieu days shall be paid off as of December 1st of each year at the employee's regular, current, straight-time rate of pay. However, upon written request by an employee made on or before December 31st, an employee who has not been granted all of the employee's requested lieu days shall be entitled to carry over such lieu days for one (1) year.
- 37.07 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
- i) compensation in accordance with the provisions of Clause 37.05; or
 - ii) three (3) hours' pay at the applicable overtime rate of pay.
- 37.08 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.
- 37.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season. The Employer will make reasonable efforts not to schedule an employee to work December 25 for two consecutive years.
- 37.10 The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The Employer agrees to allow an employee time-off with pay on religious holy days provided the employee is prepared to make up this time-off outside their normal hours of work. An employee may exchange one (1) of the designated paid holidays listed in this article for a requested day off with pay under this clause. The employee shall provide their request in writing to the Employer with as much notice as possible.

ARTICLE 38 – OTHER LEAVE WITH OR WITHOUT PAY

Refer to SECTION D: EMPLOYEE STATUS to determine eligibility for leave entitlements under this Article.

38.01 Bereavement Leave With Pay

For the purpose of this Clause, family is defined as the employee's 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, son-in-law, daughter-in-law, grandchild, grandparent, fiancé, brother-in law, sister-in-law, niece, nephew or relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's family dies, an employee shall be entitled to a bereavement period of five (5) consecutive 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.
- b) At the request of the employee, such bereavement leave may be taken in a single period of five (5) consecutive days or may be taken in two (2) periods to a maximum of five (5) working days. The bereavement leave must be taken no later than twelve (12) months from the date of death.
- c) 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 is entitled to one (1) days' bereavement leave with pay for the purpose related to the death of the aunt, uncle or grandparent of their spouse or common-law spouse.
- e) If, during a period of scheduled vacation or time off for overtime, an employee is bereaved in circumstances under this Clause, the employee shall be granted bereavement leave with pay and the time off for overtime or vacation leave credits shall be restored accordingly.
- f) In special circumstances, which are normally beyond the control of the employee, and at the request of the employee, the Employer may grant leave with pay for a period greater than that provided for in this Clause.
- g) An employee is entitled to one (1) day to be a pallbearer for someone not in the family defined in this Clause or referred to in 38.01 d).
- h) The approval of leave under this article may be subject to the provision of proof if requested by the Employer.

38.02 Leave Without Pay for Immediate Family Care

An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children, and other members of their immediate family who require care for a disability or illness in accordance with the following conditions:

- a) For the purposes of this Clause, immediate family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) 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.
- c) Leave granted under this Clause shall be for a minimum period of six (6) weeks.
- d) The total leave granted under this Clause shall not exceed five (5) years during an employee's total period of employment with the Calgary Airport Authority.
- e) Where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave, providing the position exists. In any event, the employee shall be reinstated to a position and paid the wages and benefits of their original position.
- f) Where the employee returns from a leave of more than one (1) year, and the employee's position has not been filled on a permanent basis or eliminated, the employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be paid at the lower rate. The employee will be given the opportunity to return to their permanent position if a vacancy occurs within three (3) years.
Where no reassignment is made after one (1) year from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.

38.03 Career Development Leave With Pay

- (a) Career development leave includes the following:
 - i) a course or career development given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, the Employer may grant career development leave with pay for any one of the activities described in this Clause.

The employee shall receive no compensation in addition to their regular pay during time spent on career development leave.

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

38.04 Court Leave With Pay

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

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it.

38.05 Education Leave Without Pay

Upon written application by the employee, the Employer may grant an employee education leave without pay to attend a recognized educational institution. Such leave will only be granted where the course of studies is directly related to the employee's duties or will improve their qualifications.

38.06 Examination Leave With Pay

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

38.07 Leave With Pay for Family Related Responsibilities

- (a) For the purpose of this Clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster-parents), father-in-law, mother-in-law, or any relative 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:
 - To take a dependent family member to medical or dental appointments;

- To attend appointments with school authorities or adoption agencies;
 - For the temporary care of a sick member of the employee's family;
 - For needs directly related to the birth or adoption of the employee's child.
- (c) The total leave with pay which may be granted under Clause (b) shall not exceed five (5) days in a calendar year.
- (d) After the completion of one (1) year service, the employee shall be granted five (5) days marriage leave with pay for the purpose of a religious or civil marriage, civil union, or officiated commitment ceremony. This leave will be granted only once during the employee's entire period of employment with The Calgary Airport Authority.
- (e) Leave shall be granted under this Article provided that the employee satisfies the Employer of the requirement in such manner and at such time as may be determined by the Employer. Unless otherwise informed by the Employer, a statement signed by the employee shall be considered as meeting the requirements of this Clause.

38.08 Injury-On-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay when an employee's claim has been approved by the Workers' Compensation Board and the employee agrees to remit to the Employer the amount received by the employee from the WCB in respect to such claim.

38.09 Maternity and Parental Leave

- (a) Maternity Leave Without Pay
- (i) An employee shall notify the Employer in writing, at least four (4) weeks in advance of the initial date of the intended period of leave under this Article, unless there is a valid reason why the notice cannot be given.
 - (ii) An employee who has requested maternity leave shall be granted maternity leave without pay for a period not exceeding seventeen (17) weeks.
 - (iii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy or medical disability related to pregnancy.
 - (iv) An employee who becomes pregnant shall, upon request, be granted maternity leave and parental leave for a period beginning before, on or after the termination date of pregnancy and not to exceed seventy-eight (78) weeks leave in total.

- (v) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization during the period of maternity leave under this Article, and the employee returns to work during all or any part of any periods which the newborn child is hospitalized, the employee may resume parental leave.
 - (vi) Leave granted under this Article shall be counted for the calculation of service for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.
 - (vii) When the employee returns to work from any period of leave under this Article, the Employer will return the employee to the same position which the employee held prior to the leave, provided the position exists, but in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.
 - (viii) During the seventeen (17) weeks of maternity leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit and life insurance plans. The employee will be responsible for their applicable share of the cost of The Calgary Airport Authority pension, benefit, and life insurance plans. The next sixty-one (61) weeks of Parental leave, (or any portion thereof) the Employer will continue to pay its portion of all pension, benefit and life insurance plans. The employee will have the option to continue to pay their share of the pension, benefit and life insurance plans.
- (b) Maternity Leave Sub Payment Allowance
- (i) An employee who has completed six (6) months of continuous service is entitled to be paid by the Employer a maternity leave allowance. The employee must qualify for Employment Insurance maternity benefits in order to be paid a maternity sub payment allowance under this Article. The maternity leave Sub Payment shall consist of:
 - 1) Where the employee is subject to a waiting period of one (1) week before receiving Employment Insurance maternity benefits, an allowance of ninety three percent (93%) of the employee's normal weekly rate of pay for the one week of waiting period, less any other monies earned during this period; and
 - 2) Up to a maximum of sixteen (16) week's payment equivalent to the difference between the Employment Insurance maternity benefits the employee receives and ninety three percent (93%) of their normal weekly rate of pay, less any other monies earned during the period which may result in decreased Employment Insurance maternity benefits.
 - (ii) If an employee is in a term position and has six (6) months or less remaining in their contract after they are scheduled to return to work, such employee is entitled to a prorated Sub Payment allowance based on the number of

weeks remaining in their contract, calculated on a week for week basis to a maximum of seventeen (17) weeks.

- (iii) The employee shall agree in writing to return to work on the date of expiry of the maternity leave for a period of six (6) months (including periods of approved leave) or the balance of their term contract. Should an employee fail to return to work for reasons other than death, disability or layoff, the employee recognizes that the employee is indebted to the Employer for the full amount of the maternity sub payment allowance on a pro-rata basis.

(c) **Parental Leave Without Pay**

- (i) Upon request by the employee, leave under this Clause shall be granted for a period not exceeding sixty-three (63) consecutive weeks to:
 - a) an employee who becomes pregnant, for a period beginning before, on or after the termination date of pregnancy and not to exceed seventy-eight (78) weeks leave in total; or
 - b) an employee who will come into the care and custody of a newborn child (such leave shall not commence until the employee accepts custody of the child); or
 - c) an employee who has obtained an order under the laws of Alberta to adopt a child.
- (ii) Parental leave granted to any two (2) Calgary Airport Authority employees under this Article shall not exceed the aggregate amount of sixty-three (63) weeks leave in respect of a given child.
- (iii) During the period of parental leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit, and life insurance plans. The employee will be responsible for their applicable share of the cost of The Calgary Airport Authority pension, benefit, and life insurance plans.

38.10 Union Business Leave

Where leave with pay is granted in accordance with this Clause, with the exception of article 38.10 (f), employees shall have their regular salary and benefits maintained during such leave and the Employer shall invoice the Union for the cost of such Union leave. For clarity, this will not include overtime.

(a) **Arbitration and Conciliation Boards**

The Employer will grant leave with pay to an employee called as a witness by an Arbitration or Conciliation Board. When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees for the purpose of attending the arbitration or conciliation proceedings on behalf of the Union.

(b) **Arbitration**

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

- i) a party to the arbitration,
- ii) the representative of an employee who is a party to an arbitration,
- iii) a witness.

(c) Contract Negotiation Meetings

Subject to operational requirements, the Employer will grant leave with pay for up to three (3) employees during regularly scheduled hours of work for the purpose of attending contract negotiation meetings and preparatory contract negotiation meetings.

(d) Meetings Between Union and Management

When operational requirements permit, the Employer will grant leave with pay to employees who are meeting with management on behalf of the Union.

(e) Representatives' Training Courses

When operational requirements permit, the Employer will grant leave without pay to Union Representatives to undertake training related to the duties of a Union representative.

(f) Full-time Union Officers

The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the Union within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds such office, but not to exceed a lifetime maximum of three (3) years.

An employee who returns to the bargaining unit after a period of leave without pay granted under the Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work the employee's classification and salary level, and if practicable, the position where they were assigned prior to election or appointment.

(g) Union Business

Subject to operational requirements and with reasonable notice, the Employer may grant leave without pay to a reasonable number of employees to attend to Union business.

38.11 Flex Hours

The Employer shall grant employees flex hours at the beginning of each calendar year based on the table below. An employee shall provide as much notice as possible when requesting the use of flex hours. The Employer shall, subject to operational

requirements, not unreasonably deny requests to use flex hours. Unused flex hours shall not be carried over to the next calendar year and shall not be paid out.

Employees Working 1,950 Annual Hours	Employees Working 2,080 Annual Hours
22.5	24

38.12 Leave for Other Reasons

The Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee either:
 - i) prevents the employee from reporting for duty at the regular start time; or
 - ii) prevents the employee from working a complete shift.Such leave shall not be unreasonably withheld.

- b) leave with pay for up to three (3) hours to attend medical and dental appointments which are scheduled to minimize the employee's absence from work. Such leave shall not be unreasonably withheld.

- c) leave with or without pay for purposes other than those specified in this Agreement.

SECTION H: COMPENSATION RELATED ARTICLES

ARTICLE 39 – PAY ADMINISTRATION

- 39.01 Except as provided for in Clause 39.06, all employees shall be paid on a bi-weekly basis at the rate of pay specified for their classification in Annex A.
- 39.02 Except as provided for in Clause 39.06, upon initial appointment, an employee will normally be paid at the lowest level in the band for their classification or at such higher level in the band as may be deemed appropriate by the Employer. In no case shall the employee be paid less than the minimum level for their classification.
- 39.03 Except as provided for in Clause 39.06, an employee who moves to or is reclassified to a higher paid classification shall be paid at the step in the range of the new classification which provides an increase in pay at least equal to the differential between the first and second steps in the new classification, or such higher rate as may be deemed appropriate by the Employer. An employee who voluntarily moves to a lower paid classification shall be paid at the maximum rate for that lower rated classification.
- 39.04 Except as provided for in Clause 39.06, an employee who moves to or is reclassified to a position with the same pay scale as their prior position shall be compensated at the same rate which was applicable in their prior position.
- 39.05 Except as provided for in Clause 39.06, unless otherwise agreed between the Employer and the Union, in no case shall an employee be paid higher than the maximum rate in their classification.
- 39.06 **Pay Protected Employees**
- (a) Certain employees (“pay protected employee(s)”) are paid at a pay protected rate for their position which is different than the rates identified in Annex A. As of the signing date of this Collective Agreement, these employees and their applicable pay rates are as per Annex B.
 - (b) A pay protected employee who moves to a different position or whose position is reclassified to a different level in the Annex A pay scale, shall have the option (which must be selected in writing and once selected, is irrevocable) of remaining at their current pay protected scale or moving to the Annex A pay scale for the new position. An employee who elects to move to the Annex A pay scale shall be paid at the lowest available rate in the Annex A pay scale which provides for an increase in pay from their pay protected rate or if such movement does not provide for an increase in pay, at the maximum rate in the Annex A pay scale.
- 39.07 **Pay Increments**
- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until the employee reaches the maximum rate for the classification. A pay increment shall be the rate in the range applicable to the classification that is next higher to the rate at which the employee is being paid. The pay increment period for all positions is one year.

- (b) An employee who is being paid at an Annex A classification rate and who moves to or is reclassified to a position which is a higher rated position shall have their increment date changed to coincide with the date of their appointment to the new position. An employee who is being paid at an Annex A classification rate and who moves to or is reclassified to a position other than a higher rated position shall retain their increment date. A pay protected employee who moves to the Annex A pay scale shall have their increment date changed to coincide with their move to the Annex A pay scale.
- (c) The Employer may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When the Employer intends to withhold a pay increment from an employee, the Employer shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.

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

- (d) Unless otherwise provided in this Agreement, an employee on a leave of absence without pay for a period of two (2) months or more will not be granted their pay increment until the employee has completed the remainder of the pay increment period and the employee's increment date will be adjusted accordingly.

39.08 Acting Pay Within the Bargaining Unit

- (a) When an employee is required by the Employer to substantially perform the duties of a higher paid bargaining unit position in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act. An employee acting in a higher paid position shall continue to be entitled to their pay increment for the lower rated position based on the employee's increment date in the lower rated position.
- (b) An employee acting in a higher paid position shall be paid at the lowest step of the acting position that provides a minimum acting pay of 5% of the employee's current salary.
- (c) When an employee receives an increment in the lower rated position, their acting rate of pay will be adjusted accordingly.

39.09 Acting Pay Outside the Bargaining Unit

- (a) With the concurrence of the employee, the Employer may appoint an employee to a position outside the bargaining unit on an acting basis. During the acting

period, the employee may be returned by the Employer to their former position at the rate of pay to which the employee would have otherwise been entitled within the bargaining unit. At the conclusion of the acting period, the employee shall be returned by the Employer to their former position at the rate of pay to which the employee would have otherwise been entitled within the bargaining unit.

- (b) When acting in an excluded position, the employee will be paid a minimum acting pay premium of 15% of their rate of pay, or such higher premium as may be determined by the Employer.

39.10 Payments provided under this Agreement shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

ARTICLE 40 – PENSION & BENEFIT PLANS

40.01 Subject to eligibility criteria as set out in this Agreement, the Employer will provide pension and benefit plans as specified in this Article, excluding periods of leave without pay in excess of thirty (30) days unless otherwise specified in this Agreement.

40.02 Pension Plan

There are two pension plans which have been established and will be maintained:

- (a) A Defined Benefit and optional Money Purchase Plan for those employees hired between July 1 1992 and July 31 2013. This will be called the “Defined Benefit & Optional Money Purchase Plan.”

Defined Benefit Plan

The Calgary Airport Authority Defined Benefit Plan is 100% Employer funded and provides a retirement benefit calculated as follows:

1% multiplied by the credited service multiplied by the average paid salary for the best three consecutive years,
less

.35% (.0035) multiplied by the credited service multiplied by the lesser of:

- i) the average Yearly Maximum Pensionable Earnings (YMPE) for the last three (3) consecutive years ending in the year of retirement, or
- ii) the average paid salary for the best three (3) consecutive years.

The Defined Benefit pension is fully inflation-indexed. The normal retirement age after vesting is sixty (60) years of age, however, an employee may retire without a penalty reduction as early as age fifty-five (55) when the employee’s age plus years of service equals eighty (80).

Optional Money Purchase Plan

The Calgary Airport Authority Money Purchase Plan allows an employee to make variable contributions to this plan. The Employer provides a matching contribution of 25% of the employee's contribution, up to 1% of annual salary.

- (b) A Defined Contribution Plan for those employees hired after July 31 2013. This will be called the "Defined Contribution Plan."

Defined Contribution (DC) Plan

Employees covered by this plan are required to contribute, via payroll deduction, a minimum of 5% of their pensionable earnings to this plan. The Authority will match 100% of the employee's contribution, to a maximum of 6.5%.

Employees in the DC Plan are eligible for a one-time reimbursable allowance in the amount of two hundred dollars (\$200) to seek financial advice. To receive this reimbursement, a receipt must be submitted to the Authority within twelve (12) months from the date of entry into the pension plan.

- (c) Further information on The Calgary Airport Authority pension plans is provided in the Authority's Pension Plan text, a current copy of which shall be provided to the President of the Local Union. The Authority's Pension Plan text shall not be included in, nor form part of, the Collective Agreement.

At least once per year, all employees who are members of an Authority Pension Plan will be provided with a written statement of their individual pension benefit.

40.03 Benefit Plans

- (a) The Employer will provide the following benefit plans which are 100% paid by the Employer: Dental Plan, Extended Health Plan, Sick Leave, Long-term Disability and Basic Life Insurance. The Employer will also make available optional plans for life, accidental death & dismemberment and dependent life insurance which are 100% funded by the employee. The Employer will also provide a death benefit of \$20,000 to the employee's beneficiary in the event of the employee's death. Unless as noted in Clause 17.04 (a), newly hired employees are eligible for Sick Leave upon hire.
- (b) The Benefit Plans provide the following levels of coverage, subject to limitations and exclusions under each plan:
 - (i) Dental Plan
 - 90% of the approved fees for basic services
 - 60% of the approved fees for major restorative services up to a combined limit with basic services of \$2,400 per person every calendar year.
 - 50% of the approved schedule of fees for orthodontic services to a lifetime maximum of \$3,500 per person.
 - (ii) Extended Health Care Plan

- 80% of the first \$1,500 eligible drug expenses and 100% thereafter.
- maximum of \$700 per person in a twenty four (24) month period for vision care.
- lifetime maximum of \$3,000,000 per participant for out of province emergency health coverage.

(iii) Sick Leave With Pay

When an employee is unable to perform their duties because of illness or injury, excluding absences related to approved WCB claims, the employee will be granted sick leave with pay for a period of up to twenty-six (26) calendar weeks, provided the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer. Approved sick leave with pay shall be paid at 100% of the employee's regular earnings for the first thirteen (13) calendar weeks and at 70% of the employee's regular earnings for the remaining thirteen (13) calendar weeks.

Unless otherwise informed by the Employer, a statement signed by the employee stating that the employee was unable to perform their duties because of an illness or injury shall be considered as meeting the requirements of this Clause.

(iv) Long Term Disability

- 75% of gross monthly earnings, based upon the employee's regular rate of pay to a maximum of \$10,000 of benefit per month.

(v) Life Insurance

- The benefit equals 2.0 times the annual basic earnings at the regular rate of pay.

(c) The ability to co-insure benefits of The Calgary Airport Authority benefit plans will be extended to situations where one Authority employee is the spouse of (or in a recognized common-law relationship with) another Authority employee.

(d) The Employer shall provide eligible employees an annual Health Spending Account in the amount of \$500. Any unused portion of the annual allotment may be carried over to the following year, to a maximum period of twelve (12) months.

40.04 Further information regarding the group benefit plan is available on the company's intranet site. This information shall not be included in, nor form part of, the Collective Agreement.

ARTICLE 41 – OVERTIME COMPENSATION

41.01 Assignment of Overtime Work

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

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

41.02 **Overtime Compensation**

- (a) Overtime shall be paid for pre-authorized hours worked in excess or outside of an employee's scheduled daily hours of work, and shall be compensated for each completed fifteen (15) minute period at the following rates:
 - (i) time and one-half (1 ½), except as provided for in Clause 41.02 (a)(ii), and 41.02 (a) (iii)
 - (ii) double (2) time for each hour of overtime worked after seven and one-half (7.5) hours work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may however, be separated by a designated paid holiday.
 - (iii) Time and one-half (1 ½) for each of the first four (4) hours worked in excess of the employee's normal scheduled daily hours and double time (2) for each additional consecutive hour.
- (b)
 - (i) The employee shall be paid for overtime except where, upon request of an employee and with the approval of the Employer, overtime shall be compensated by time off with pay. The duration of such time off with pay shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such time off shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the time off is taken.
 - (ii) Subject to operational requirements, the Employer shall endeavour to grant the above time off at times convenient to the employee.
 - (iii) If any of the above time off cannot be utilized by the employee, by the end of a twelve (12) month period to be determined by the Employer, then payment in cash will be made at the employee's then current regular rate of pay.
 - (iv) On request of the employee and with the approval of the Employer, time off for overtime earned during a twelve (12) month period referred to in 41.02(b)(iii) may be carried forward up to the next pay out date.
- (c) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater, if the employee is notified of the overtime work requirement prior to completing their last scheduled shift. This minimum payment does not apply to part time employees.

(d) An employee who reports for overtime work as directed on a day which is not a day of rest, and at a time which is not contiguous to either

- i) the employee's regularly scheduled shift on that day; or
- ii) any other period of work on that day,

shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

(e) The compressed day off, as described in Clause 19.12, shall not be considered to be a day of rest. An employee who is required to work on their compressed day off will be compensated at the rate as described in Clause 41.02 (a).

41.03 **Rest Entitlement**

- (a) An employee who has completed a shift (that may include a contiguous period of overtime) or a period of non-contiguous overtime shall not be required to resume work until eight and a half (8 ½) hours have elapsed from the time the shift or overtime period was completed.
- (b) No loss of regular wages will be incurred as a result of (a) above.
- (c) In exceptional circumstances, and with the employee's consent, the eight and one half (8 ½) hour rest entitlement described in (a) may be waived. In such instances, the employee will be compensated at the double time rate for all subsequent work performed until an eight and a half (8 ½) hour rest period is provided.

ARTICLE 42 – CALL BACK

42.01 **Call-Back – Reporting to Work**

If an employee is called back to work:

- a) on a designated paid holiday which is not the employee's scheduled day of work; or
- b) on the employee's day of rest; or
- c) after the employee has completed their work for the day and has left the place of work,

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

- i) three (3) hours pay at the applicable overtime rate, provided that the period worked by the employee is not contiguous to the employee's normal hours of work; or

- ii) the applicable rate of overtime compensation for time worked.

42.02 Call-Back – Remote Location

If an employee is called back to work:

- a) on a designated paid holiday which is not the employee's scheduled day of work;
or
- b) on the employee's day of rest; or
- c) after the employee has completed their work for the day and has left the place of work,

and at the Employer's discretion can resolve the issue remotely without returning to the workplace, the employee shall be paid the greater of:

- i) one (1) hour's pay at the applicable overtime rate; or
- ii) the applicable rate of overtime compensation for time worked.

ARTICLE 43 – STANDBY PAY PREMIUM

43.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty-five dollars and twelve cents (\$25.12) for each eight (8) consecutive hours or portion thereof that the employee is on standby. The quantum of the Standby Pay Premium shall be adjusted in accordance with Annex C.

43.02 An employee designated for standby duty will be available during the period of standby by phone and return for duty promptly and normally within one (1) hour of receiving the call. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.

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

43.04 An employee who is on standby who reports to work shall, in addition to the standby pay, be compensated in accordance with the Call Back Pay provisions of Article 42 – Call-Back.

ARTICLE 44 – MEAL ALLOWANCE

- 44.01 (a) An employee who works three (3) or more hours of overtime:
- (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period; or

- (ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of seventeen dollars and seventy-four cents (\$17.74). Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

When an employee works overtime continuously beyond the period provided in (i) above, the employee shall be reimbursed for one (1) additional meal in the amount of seventeen dollars and seventy-four cents (\$17.74) for each four hour period of overtime worked thereafter. Reasonable time with pay, to be determined by the Employer, shall be allowed to an employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- (b) When an employee is called back to work for overtime that is not contiguous to the employee's scheduled hours of work, the employee will be reimbursed for one (1) meal if the employee is required to work more than three (3) hours; and an additional meal allowance of seventeen dollars and seventy-four cents (\$17.74) for each contiguous four (4) hour period worked beyond the initial three (3) hours.
- (c) The quantum of the Meal Allowance shall be adjusted in accordance with Annex C.

ARTICLE 45 – SHIFT AND WEEKEND PREMIUMS

45.01 Shift Premium

An employee working on a regularly scheduled rotating shift shall receive a shift premium of two dollars and sixty-seven cents (\$2.67) per hour for all hours worked between 7:00 p.m. and 7:00 a.m., including overtime hours contiguous to the shift.

45.02 Weekend Premium

Employees shall receive an additional premium of two dollars and thirty-six cents (\$2.36) per hour for regularly scheduled straight time hours of work on a Saturday and/or Sunday.

45.03 The premiums in Article 45 shall be adjusted in accordance with Annex C.

ARTICLE 46 – SEVERANCE PAY

46.01 For the purpose of calculating severance benefits under this Article, "service" shall be considered to represent twelve (12) months (or part thereof) of full-time employment during a year. In the case of a partial year of service, the severance entitlement for that partial year shall be calculated on the basis of the applicable severance benefit as per this Article multiplied by the number of weeks of service in that partial year, divided by

fifty-two (52). Unless otherwise provided in this Agreement, periods of leave without pay in excess of sixty (60) calendar days shall not qualify as "service" for the purpose of calculating severance benefits under this Article.

- 46.02 Severance benefits under this Article payable to employees hired prior to February 1 2013 shall be calculated as at January 1 2015.

Severance benefits under this Article payable to employees hired after February 1 2013 shall be calculated as at the employee's hire date.

- 46.03 The Employer will pay severance pay benefits, calculated on the employee's current regular weekly rate of pay at termination, under the following circumstances:

- a) Incapacity
When an employee has completed more than one (1) year of service and ceases to be employed by reason of physical or mental incapacity, the employee is entitled to one (1) weeks' pay for each year of service, with a maximum of twenty-eight (28) weeks' pay.
- b) Lay-off
 - i) On lay-off, two (2) weeks' pay for the first year of service with The Calgary Airport Authority and one (1) weeks' pay for each additional year of service with The Calgary Airport Authority.
 - ii) For the purpose of calculating the amount of severance pay in 46.03(b) only, service shall include, for those employees who transferred from the Federal Government to The Calgary Airport Authority on July 1, 1992, prior years employment in the Public Service of Canada as recognized by the Federal Government on June 30, 1992.

ARTICLE 47 – MEMBERSHIP FEES

- 47.01 The Employer shall reimburse an employee for membership fees associated with membership in a professional organization or trade association in those cases where the Employer has determined that membership is required during the normal course of their duties or where the reimbursement of membership fees is otherwise authorized by the Employer.

ARTICLE 48 – TRAVELLING TIME AND EXPENSES

- 48.01 Where the Employer requires an employee to travel outside of the City of Calgary on:
- a) a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of seven and a half (7 ½) hours' pay at the straight-time rate of pay.
 - b) a normally scheduled working day on which the employee travels but does not work, the employee shall receive their regular pay for the day.

- c) a normally scheduled working day on which the employee travels and works, the employee shall be paid:
 - i) regular pay for the day for a combined period of travel and work not exceeding the employee's regular scheduled working hours; and
 - ii) at the applicable overtime rate for additional travel time in excess of their regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 ½) hours' pay at the straight-time rate of pay.

48.02 The time of departure and the means of travel shall be determined by the Employer. 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 traveling time shall not exceed that which would have been payable under the Employer's original determination.

48.03 The Employer will reimburse employees for reasonable expenses incurred (receipts to be provided) while traveling on Calgary Airport Authority business, including, but not limited to, meals and commercial accommodations.

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

ARTICLE 49 – TRANSPORTATION PREMIUM

49.01 When an employee reports back for overtime work which is not contiguous to the employee's regularly scheduled shift, the employee shall be paid for the distance between work and their principal residence at the rate of fifty-nine cents (\$0.59) per kilometer, to a maximum of ninety (90) kilometers each way.

49.02 When an employee is requested by the Employer to use their own vehicle, and the employee agrees to use their own vehicle, the employee shall be reimbursed for actual distance traveled by the most reasonable direct route at the rate of fifty-nine cents (\$0.59) per kilometer.

49.03 Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

49.04 These rates shall be reviewed annually, as of January 1, and may be adjusted by the parties to this Agreement by mutual consent.

ARTICLE 50 – CLASSIFICATION

50.01 The Employer and the Union jointly developed and implemented the current job classification system in 1995. All job classifications within the bargaining unit will be evaluated using this system. Unless otherwise agreed, this system shall be continued.

50.02 New Position

When the Employer establishes a new position in the bargaining unit which has not been previously classified, the Employer will classify the position and notify the Union in writing of the classification and the corresponding rate of pay. In the event the Union disagrees with the classification, the Union will have the option of submitting the matter through the grievance process as outlined in the collective agreement.

50.03 Reclassification

a) In the event that an employee, group of employees or the Employer believe that there has been a material change in the position duties which may result in a change in their point rating, a revised job description must be filed with Human Resources. If the job description is filed by an employee(s), Human Resources will review the details and will meet with the employee(s) concerned and a Union representative. Human Resources will, within thirty (30) business days of receiving notice, provide a written decision regarding the issue of material change to the employee(s) with a copy to the Union.

In the event that the Employer concurs that there has been a material change, a revised job questionnaire shall be submitted for a complete evaluation. The Employer will classify the position and notify the Union and the employee in writing of the revised classification.

b) In the event the employee(s) is not satisfied with the decisions in a), then within twenty-five (25) business days of receiving the written decision, the employee(s) may submit the matter to Step Two of the Grievance procedure as contained in the Collective Agreement. If the concern is not satisfactorily resolved at Step Two, it may be referred to Arbitration by the Union.

50.04 If during the term of this Agreement, a new classification standard is implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new standard and levels.

ARTICLE 51 – APPRENTICESHIP PROGRAM

51.01 The Employer may sponsor an employee in an apprenticeship program. Apprenticeship programs will be established in accordance with provincial requirements and regulations and registered with the provincial authority.

51.02 Except where otherwise specified, apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement. An

employee, while attending an apprenticeship training school shall not be entitled to premium payments such as overtime, callback, or shift premiums.

51.03 The Employer will pay the full costs of apprentices' registration fees and course materials.

51.04 The period spent while attending an apprenticeship training school shall be counted toward continuous employment as defined in this Collective Agreement.

51.05 **Existing Employees**

(a) An employee selected by the Employer to participate in an apprenticeship program, who is already employed by the Employer, shall not have their pay reduced while in the program. The employee shall receive the greater of their current rate of pay or the appropriate equivalent percentage as established in the *Skilled Trades and Apprenticeship Education Act* of the first level of the Authority classified band rate for that trade. The Employer will supplement any training allowance or Employment Insurance benefit to ninety five percent (95%) of the employee's salary and will ensure no loss of benefits while attending school, provided the employee continues to pay their applicable share of the cost of those benefits.

(b) If an existing employee fails to:

(i) complete or pass the required components of the apprenticeship school program, or

(ii) fails to pass the provincial certification requirements within two (2) attempts, or

(iii) fails to perform satisfactorily on the job while they are an apprentice,

then the Employer may:

1) return the employee to their former position, if available; or

2) move the employee to a position at an equivalent level to their former position.

51.06 **Employees Hired as Apprentices**

a) Employees hired as Apprentices shall be paid the appropriate equivalent percentage as established in the *Skilled Trades and Apprenticeship Education Act* of the first level of the Authority classified band rate for that trade. The employer will supplement any training allowance or Employment Insurance benefit to ninety-five percent (95%) of the employee's salary and will ensure no loss of benefits while attending school, provided the employee continues to pay their applicable share of the cost of those benefits.

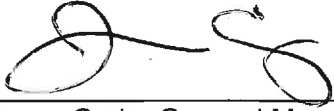
- b) Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while the employee is an apprentice, the Apprentice may be terminated at the discretion of the Employer.

51.07 Upon successful completion of the Apprenticeship Program, and receipt of the employee's journeyman certification, the employee will be appointed to a position at level three of the Authority's classified band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.

SIGNED BY:

THE CALGARY AIRPORT AUTHORITY

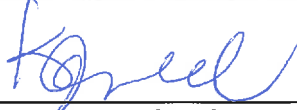
THE PUBLIC SERVICE ALLIANCE
OF CANADA



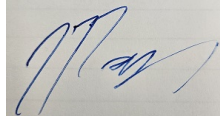
James Craig, General Manager, Field
Maintenance & Mobile Services



Marianne Hladun, REVP PSAC Prairies



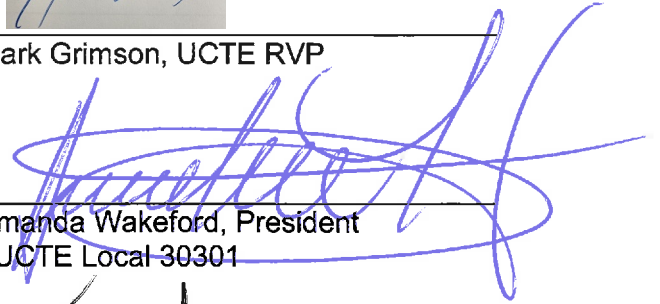
Kirstan Jewell, Chief People and
Communications Officer



Mark Grimson, UCTE RVP



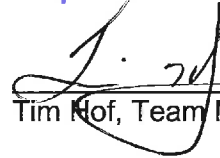
Raj Kular, General Manager, HR Business
Partnerships & Labour Relations



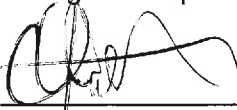
Amanda Wakeford, President
UCTE Local 30301



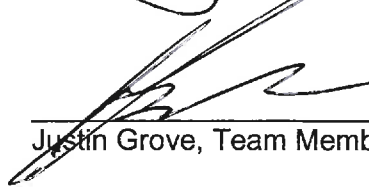
Molly Millan-Smyth, General Manager,
Integrated Operations Centre



Tim Hof, Team Member



Chris Procyk, Director, Central Engine



Justin Grove, Team Member

Aug 08/2024

DATE



Tom Milne, PSAC Negotiator

August 20, 2024

DATE

ANNEX A –RATES OF PAY

This Annex covers the base hourly rates for all employees other than those listed in Annex B. All classifications identified in this Annex A will receive an economic adjustment as follows:

Effective Date	Increase:
Effective January 1, 2023	4.00%
Effective January 1, 2024	3.50%
Effective January 1, 2025	minimum 2.50% or the % change in CPI, to a maximum of 3.00%

Annual rates of pay are calculated using hourly rates multiplied by:

- 1,950 for employees working 37.5 hours per week
- 2,080 for employees working 40.0 hours per week

2023 Pay Bands

Band	Step 1	Step 2	Step 3	Step 4
5	\$28.68	\$29.85	\$31.03	\$32.27
6	\$32.84	\$34.14	\$35.52	\$36.94
7	\$37.12	\$38.60	\$40.15	\$41.76
8	\$42.50	\$44.21	\$45.98	\$47.81
9	\$48.67	\$50.61	\$52.64	\$54.76
10	\$55.72	\$57.95	\$60.26	\$62.68
11	\$63.81	\$66.36	\$69.00	\$71.77
12	\$73.05	\$75.98	\$79.01	\$82.18

2024 Pay Bands

Band	Step 1	Step 2	Step 3	Step 4
5	\$29.68	\$30.89	\$32.12	\$33.40
6	\$33.99	\$35.33	\$36.76	\$38.23
7	\$38.42	\$39.95	\$41.56	\$43.22
8	\$43.99	\$45.76	\$47.59	\$49.48
9	\$50.37	\$52.38	\$54.48	\$56.68
10	\$57.67	\$59.98	\$62.37	\$64.87
11	\$66.04	\$68.68	\$71.42	\$74.28
12	\$75.61	\$78.64	\$81.78	\$85.06

Annual rates of pay are calculated using hourly rates multiplied by:

- 1,950 for employees working 37.5 hours per week
- 2,080 for employees working 40 hours per week

The economic adjustment will be calculated using the Statistics Canada All-Items Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year and then multiplying the result by the salaries in effect on the adjustment date.

ANNEX B – RATES OF PAY

This Annex covers the base hourly rates for pay protected employees as identified below by Employee Number. All positions identified in this Annex B will receive an economic adjustment as follows:

Effective Date	Increase:
Effective January 1, 2023	4.00%
Effective January 1, 2024	3.50%
Effective January 1, 2025	minimum 2.50% or the % change in CPI, to a maximum of 3.00%

2023 Pay Bands

Pay Band	Employee #	Hourly
DD-04	353	\$49.92
EG-06	296	\$73.41

2024 Pay Bands

Pay Band	Employee #	Hourly
DD-04	353	\$51.67
EG-06	296	\$75.98

Annual rates of pay are calculated using hourly rates multiplied by 1,950 for employees working 37.5 hours per week.

The economic adjustment will be calculated using the Statistics Canada All-Items Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year and then multiplying the result by the salaries in effect on the adjustment date.

**ANNEX C – MONETARY ADJUSTMENT TO PAY PREMIUMS
AND MEAL ALLOWANCE**

CONSUMER PRICE INDEX ADJUSTMENTS

The Article 43 - Standby Pay Premium, Article 44 - Meal Allowance, Article 45 - Shift Premium and Article 45 - Weekend Premium will receive an economic adjustment as of the following dates:

Future Year Consumer Price Index Adjustments

January 1, 2023	% change in CPI
January 1, 2024	% change in CPI
January 1, 2025	% change in CPI

This economic adjustment will be calculated using the Statistics Canada Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year and then multiplying the result by the salaries in effect on the adjustment date.

ANNEX D – POSITIONS WORKING FORTY (40) HOURS/WEEK

Further to Clause 19.02, the following classifications have been identified, as of the date of signature, as being required to work eight (8) hours per day, forty (40) hours per week:

Airport Duty Manager
Airfield Operations Specialist
Airport Operations Control Specialist
Resource Specialist
Terminal Operations Specialist
Facility Monitoring Coordinator
Safety Compliance Officer
Schedules Facilitator
Heavy Duty Mechanic

LETTER OF UNDERSTANDING
SCHEDULING CONSULTATIVE COMMITTEE (“SCC”)

The Employer shall establish a joint Union/Management Scheduling Consultative Committee (“SCC”) as a method of consulting with the Union and employees regarding Employer initiated potential changes to shift patterns of extended schedules.

The Committee will be co-chaired by one Union representative and one Management representative. One additional Management and Union representative shall also sit on the Committee. The additional Union representative shall be a rotational position from the workgroup whose schedules are being reviewed and shall be selected by the members of that workgroup. The Employer shall grant leave with pay for time associated with Committee meetings.

The Committee will meet on an as-needed basis and either party may request that a meeting be scheduled.

LETTER OF UNDERSTANDING
LEAD SWEEPER PREMIUM

The Authority recognizes that the lead sweeper responsibilities of the Airfield Equipment Operator classification requires an additional level of responsibilities. In recognition of that, the Authority agrees to pay a lead sweeper premium in the amount of one dollar and sixty-three cents (\$1.63) per hour for all hours worked when assigned lead sweeper responsibilities by the lead sweeper’s supervisor.

In the event a new position is created that includes lead sweeper responsibilities, and if the new position is rated at a higher level through the job evaluation process, this premium would be eliminated. The quantum of the lead sweeper premium shall be adjusted in accordance with Annex C.

LETTER OF UNDERSTANDING
TRAINER PREMIUM

The Employer may designate an employee as a trainer in one of the following classifications:

- Airfield Equipment Operator
- Airfield Operations Specialist
- Airport Operations Control Specialist
- Resource Specialist
- Terminal Operations Specialist

An employee who is designated by the Employer as a trainer shall receive a premium of ten percent (10%) of their regular rate of pay for all hours worked as a trainer.

***LETTER OF UNDERSTANDING
TERM EMPLOYEES – DISABILITY BENEFITS***

A Term employee as of the date of ratification shall continue to receive Long Term Disability benefits as outlined in Article 40 – Pension and Benefit Plans until the end of the employee's current term of employment.