

***AGREEMENT***

***BETWEEN***

***THE EDMONTON REGIONAL AIRPORTS AUTHORITY***  
*(hereinafter referred to as the "Employer")*

***AND***

***THE PUBLIC SERVICE ALLIANCE OF CANADA***  
*(hereinafter referred to as the "Alliance")*

***January 1<sup>st</sup>, 2022 to December 31<sup>st</sup>, 2024***

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**Note:** **Bold** indicates a change from the previous collective agreement.

## **ARTICLE 1 - PURPOSE**

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

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Canada Labour Relations Board for the general bargaining unit dated February 23, 1993.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

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

## **ARTICLE 4 - UNION SECURITY**

- 4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

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

#### **ARTICLE 5 - WORK IN THE BARGAINING UNIT**

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

#### **ARTICLE 6 - STRIKES AND LOCKOUTS**

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

#### **ARTICLE 7 - JOINT CONSULTATION**

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 7.03 The Employer agrees to give the Alliance reasonable opportunity to consider and to consult prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.

#### **ARTICLE 8 - INFORMATION**

- 8.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.
- 8.02 The Employer agrees to supply each employee with a copy of the Collective Agreement.

- 8.03 The Employer agrees to provide the President of the Local Union of PSAC with a copy of the Employer's current organization chart.

#### **ARTICLE 9 - USE OF EMPLOYER FACILITIES**

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Alliance, shall require prior approval of the Employer.
- 9.02 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 9.03 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management.
- 9.04 Where practical, the Employer will provide a meeting room to the Local so that it may carry out union business.

#### **ARTICLE 10 - EMPLOYEE REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 10.02 The Alliance shall determine the jurisdiction of each representative.
- 10.03 The Alliance shall notify the Employer in writing the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of their immediate supervisor before leaving their work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 10.05 The Employer shall ensure that new employees are introduced to a representative of the Alliance on their first day of work.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 The parties agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives. Where discussions on problems or differences occur, the time limits in Step 1 will be extended by the appropriate number of days.

- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the Union, or between an employee (s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation, including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. In the case of employees working in operations where the days of rest are other than Saturdays and Sundays, then their days of rest shall be excluded. If the time limits set up in Step 1, 2 or 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall run against the Union until it has received the employer's response.
- 11.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representatives shall be given leave with pay to attend such meetings. When an employee has asked or is obliged to be represented by the Alliance in relation to the presentation of a grievance and a representative of the Alliance wishes to discuss the grievance with that employee, the employee and the representative will be given reasonable leave with pay for this purpose. At either Step 1 or Step 2, the Employer representative may be assisted by a Human Resources representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 11.06 The employee(s) shall be advised of their right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

## **STEPS OF THE GRIEVANCE PROCEDURE**

### **STEP 1**

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

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

## **STEP 2**

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

## **STEP 3**

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration, within twenty (20) days of the expiry of the time limits set out in Step 2. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The employer and the union shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

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

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

The decision of the arbitrator shall be final and binding on both parties.

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

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

## **ARTICLE 12 - SUSPENSION AND DISCIPLINE**

- 12.01 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer will give such notification at the time of suspension.
- 12.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 12.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 12.04 The Employer shall not introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.



- 12.05 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken.

### **ARTICLE 13 - DISCRIMINATION**

- 13.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national **or ethnic** origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or membership or activity in the Union.
- 13.02 Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- 13.03 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.
- 13.04 Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.
- 13.05 There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.
- 13.06 The employee shall receive a copy of the investigation report.
- a) Any level of the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
  - b) If by reason of (a) a level of the grievance procedure is waived, no other level shall be waived except by mutual agreement.
  - c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

### **ARTICLE 14 - HARASSMENT**

- 14.01 The Employer, the employees, and the Alliance recognize the right of all persons employed by the Employer to work in an environment free from sexual or personal harassment, and agree that harassment will not be tolerated in the workplace.
- 14.02 In the event that a harassment allegation is not resolved to the satisfaction of either party, the matter may be referred to the grievance procedure described in Article 11. In this event, all parties agree to waive Step 1 of the grievance procedure.

## ARTICLE 15 - EMPLOYEE STATUS

### 15.01 FULL TIME EMPLOYEES

A full time employee is an employee hired for an indeterminate period whose hours are those established in Article 17 - Hours of Work.

### 15.02 PART TIME EMPLOYEES

A part time employee is an employee hired for an indeterminate period whose hours are less than those established in Article 17 - Hours of Work but not less than ten (10) hours and not greater than thirty (30) hours per week. Part time employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees and shall be entitled to the benefits provided in this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees unless otherwise agreed with the Alliance. (See Appendix 'A'.)

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

### 15.03 SEASONAL EMPLOYEES

A seasonal employee is an employee hired for seasonal work in airfield operations (field maintenance operators), primarily for the winter season.

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

Seasonal employees will be eligible to participate in the benefit plans during the time they are employed by The Edmonton Regional Airports Authority. During the period of time which they are not actively in the employ of The Edmonton Regional Airports Authority, seasonal employees will be able to participate in all benefits plans with the exception of Long Term Disability and Accidental Death and Dismemberment, providing they pay the cost of all premiums.

Providing there are the manpower requirements, seasonal employees will be recalled by the employer, in order of seniority, for the subsequent work season, unless the seasonal employee has been notified by the Employer not later than their last day of employment, that consistent with the provisions of this agreement that they will not be recalled.

Seasonal employees will not accrue vacation credits as per Article 26 - Vacation Leave but will be provided with six (6) % vacation pay on a bi-weekly basis.

### 15.04 TERM EMPLOYEES

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

- ii) short-term assignments, or,
  - iii) non-recurring work
- b) Term employees may be hired for a period of time exceeding eighteen (18) months if they are hired for the replacement of permanent employees on leave as follows:
- i) pursuant to clause 28.09, 29.05, 29.12, or
  - ii) on extended sick leave or long term disability, or
  - iii) who may have been assigned to a special projects and is expected to return to their original position,

or, if the Term employee is hired for projects.

Special projects shall be identified by management as far in advance as possible and subject to mutual agreement with the RVP, Prairies UCTE. Such agreement shall not be unreasonably withheld.

- c) All Term employees will be advised in writing of their termination date when hired. With the exception of clause 15.04 (b) above, if the term of employment extends beyond eighteen (18) months in the same position, the individual will be granted non-probationary, indeterminate employment status.

Terms are covered by all provisions of this collective agreement, except Article 35 - Layoff/Recall and Severance.

For the purpose of Vacation Leave, Term employees will, at the time of hire, choose one of the following options:

- a) receive six (6%) vacation pay on a bi-weekly basis; or
- b) receive six percent (6%) vacation pay on a bi-weekly basis and be entitled to the equivalent amount of vacation leave without pay at a time convenient to the employee and the Employer; or,
- c) accumulate vacation leave with pay at the rate of one and one quarter (1 1/4) days for each month in which the employee receives at least ten (10) days pay. Earned vacation leave with pay can be taken after the completion of six months continuous service at a time convenient to the employee and the Employer.

If the term of employment extends beyond six (6) months of continuous employment the employee is eligible for coverage under the sick leave provisions outlined in Article 39 and may participate in the benefit plans.

Full-time employees who are appointed to term positions will continue to be covered by all provisions of the collective agreement and will be returned to their former position upon completion of the term assignment.

## ARTICLE 16 - PROBATION

- 16.01 All newly hired employees shall be considered probationary employees. Article 12.01 does not apply to probationary employees.
- 16.02 All employees shall complete a six (6) month probationary period.
- 16.03 During the probationary period an employee will have their performance discussed and reviewed with them on a regular basis.

## ARTICLE 17 - HOURS OF WORK

17.01 For the purpose of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hour,
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- c) Except as provided otherwise herein, the normal hours of work, exclusive of lunch period, shall be:
  - i) seven and one-half (7 1/2) consecutive hours per day and thirty seven and one-half (37 1/2) hours per week from Monday to Friday between the hours of 7:00AM and 6:00PM for all positions.
  - ii) nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

17.02 Schedules of work

- a) The Employer will schedule the hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees, on a weekly basis work;
  - i) an average of thirty-seven and one-half (37 1/2) hours and an average of five (5) days per week;  
and,  
work seven and one-half (7 1/2) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;  
or,
  - ii) work an average of forty (40) hours and an average of five (5) days per week;  
and,

work eight (8) consecutive hours per day, exclusive of one-half (1/2) hour meal period;

- b) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
- c) The Employer will make every reasonable effort to:
  - i) not schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;  
and,
  - ii) to avoid excessive fluctuations in hours of work;  
and,
  - iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees,  
and,
  - iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules which will remain in effect for periods of not less than fifty-six (56) calendar days.
- e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked.
  - i) on the day it commenced where half or more of the hours worked fall on that day,  
or,
  - ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked 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.
- f) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day. However, if due to operational requirements the Employer

does not permit an employee to take a rest break the employee will be given equivalent time off with pay.

- g) An employee may be granted flexible hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the employee works. Such an arrangement shall not be unreasonably denied.
- h) It is recognized that certain continuous operations require that employees be on the job for a full shift. In these operations, such employees will be paid for a one-half (1/2) hour meal period which will be taken at the work place. A specified meal period shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal period will be paid in accordance with the applicable overtime provisions.

### 17.03 Changes to Schedules of Work

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

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

- b) Upon request from the Local Alliance representative (s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative (s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Alliance representatives. By mutual agreement, in writing, the Employer and the Local Alliance representative(s) may waive the application of clause 17.02 (d).
- c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.
- d) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- e) An employee whose scheduled hours of work are changed without seven (7) days prior notice in advance of the starting time of the change:
  - i) shall be compensated at the rate of time and one half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time; subject to the overtime provisions of this Agreement.
  - ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Clause 18.03 - Overtime / Reporting Pay.

#### 17.04 Variable Hours of Work/12 Hour Shift Schedules

- a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 17.01 c (i) or (ii) . In every such period employees shall be granted days of rest on days not scheduled as normal work days for them.
- b) Notwithstanding anything to the contrary contained in the Agreement the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
- d) The Employer recognizes the Duty Managers' preference to maintain twelve (12) hour shifts. The twelve (12) hour shifts will be continued unless, as a result of operational requirements, the Duty Manager coverage required at the Edmonton International Airport is less than twenty-four (24) hours.

If, due to operational requirements, more than five duty managers are necessary, the parties will meet to discuss the introduction of shifts pursuant to Clause 17.02 for the new duty manager positions which are in excess of five.

#### 17.05 Compressed Work Week

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

#### 17.06 General Terms Respecting Compressed Work Weeks

- a) The scheduled hours of work of any day as set forth in a work schedule may exceed or be less than the regular workday hours specified by this Agreement. Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.
- b) For shift workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

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

17.07 Conversion of Days to Hours - Compressed Work Week

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

Notwithstanding the above, in Clause 29.07 - Bereavement Leave With Pay, a "day" will have the same meaning as the provisions of this Collective agreement.

17.08 Minimum Number of Hours Between Shifts - Compressed Work Week

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

**ARTICLE 18 - OVERTIME/REPORTING PAY**

18.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among available qualified employees.

- 18.02 a)
  - i) Consistent with the nature of the work overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.
  - ii) Overtime assignments shall be offered in accordance with (i) above to employees who normally and regularly do the work in question who are available.
  - iii) Where an insufficient number of employees referred to in (ii) are available for overtime work, overtime shall be assigned to the most junior of these employees who are available.
  - iv) In the application of (iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided suitable alternatives can be found.
  - v) When overtime is worked as a result of an employee being on standby status the above outlined process is not applicable. However, any overtime opportunities which result from being on standby status will count in the overtime equalization process.



- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give at least four (4) hours notice of any requirement for overtime work.

18.03 Overtime shall be compensated on the following basis:

- a) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
- b) time and one-half (1 1/2) for each hour worked on the first day of rest and double time (2) for each hour worked in excess of the employee's normal scheduled daily hours.
- c) double time for each hour 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).
- d) an employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater.
- e) an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Overtime must be pre-authorized by the designated Employer representative to be eligible for compensation.
- f) the Employer will pay overtime compensation unless the employee has requested compensatory leave with pay within two weeks of submission of the overtime claim.

- 18.04
- a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for their next regularly scheduled shift, with no reduction of earnings from their regular shift.
  - b) When overtime is worked pursuant to clause 19.01 (Call-Back) for three (3) hours or more, then,
    - i) if there is an eight (8) hour break or more prior to the commencement of the next regularly scheduled shift, the employee shall commence that shift as scheduled;
    - ii) if an eight (8) hour break would result in the employee returning to work prior to the midpoint of their regularly scheduled shift, the employee shall return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation for that shift;
    - iii) if an eight (8) hour break would result in the employee returning to work after the midpoint of their regularly scheduled shift then the employee shall continue working at the overtime rate until the beginning of their regularly scheduled shift. The employee shall then continue working to the later of the midpoint of the regular shift or the completion of the

equivalent number of hours of work in the employees regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.

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

a) **The mileage rate, per kilometre, for travel on employer business shall be adjusted to the rates set by the Canada Revenue Agency.**

or,

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

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

18.07 a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. All employees are eligible to bank a maximum of ten (10) working days equivalent leave per fiscal year. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate.

b) The Employer shall grant compensatory leave with pay at times convenient to the employee and the Employer.

c) Compensatory leave with pay not used by the end of the fiscal year will, at the discretion of the employee, be paid for in cash at the rate in which it was earned. Alternatively, it may be carried forward and if taken in time-off, the compensatory leave will be paid at the employee's current rate of pay. In the case of a carryover, the amount carried forward in the new year will be included in the maximum of (10) working days equivalent leave referred to in 18.07 (a).

Employees are required to utilize compensatory time carried forward from a previous year prior to utilizing compensatory time banked in the current year.

18.08 a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00), except where free meals are provided.

b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided.

c) When an employee works overtime which is not contiguous to their regularly scheduled hours of work and the duration of which exceeds their normal regular hours of work, the employee will be provided with a meal allowance in the amount

of ten dollars (\$10.00) after the first three hours of additional overtime and another meal allowance in the amount of ten dollars (\$10.00) for each additional four (4) hours of overtime worked except where free meals are provided.

The meal allowance referred to in clause 18.08 (a), (b) and (c) shall increase to \$10.50 effective January 01, 2014 and to \$11.00 effective January 01, 2015.

- 18.09 An employee performing overtime work shall be entitled to the same meal and relief break as they would be provided on a regularly scheduled shift.
- 18.10 If an employee is required to travel out of town for the purpose of company business on a day of rest, the employee shall be compensated at time and one-half (1 1/2) for each hour to a maximum of eight hours at their regular rate of pay.

#### **ARTICLE 19 - CALL-BACK**

- 19.01 If an employee is called back to work on a designated holiday or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:
- a) three (3) hours pay at the applicable overtime rate; or,
  - b) the applicable rate of overtime compensation for time worked,
- provided that the period worked by the employee is not contiguous to employee's normal hours of work.
- 19.02 An employee shall be reimbursed for the use of their car as per the mileage rate specified in Clause 18.05 each time they are called back to work under this Article.

#### **ARTICLE 20 - STANDBY**

- 20.01 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-two dollars (\$22.00)** for each eight (8) consecutive hours or portion thereof that they are on standby.
- 20.02 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible if called during their period of standby. All employees on standby shall be provided with a beeper or cellular phone. In designating employees for standby, the Employer will endeavour to provide the equitable distribution on standby duties.
- 20.03 An employee on standby who reports to the Employer's premise shall be paid, in addition to the standby pay, compensation in accordance with the Call Back Provision of Article 19.
- 20.04 It is acknowledged that an employee required to be on standby and is away from the workplace may be required to respond to telephone calls. If an employee on standby receives a call and is capable of resolving the issue on the telephone or on-line (e.g information systems) and the time associated with completing the activity is in excess of

15 minutes, the employee will be compensated at the applicable rate of overtime compensation for the actual time worked pursuant to Clause 18.03 (e).

If the employee on standby is required to respond to a succession of telephone calls during a standby shift, which, in the aggregate, exceed fifteen minutes, the employee shall be compensated at the applicable overtime rate for the actual time worked in responding.

## **ARTICLE 21 - WASH-UP TIME**

21.01 Where due to the nature of work there is a need, wash up time will be permitted.

## **ARTICLE 22 - SHIFT PREMIUMS**

### **Shift Premium**

22.01 An employee working on shifts will receive a shift premium of dollars and seventy-five cents (\$2.75) per hour for all hours worked including overtime hours, between 4:00 pm and 8:00 am provided the majority of the employee's regularly scheduled hours occur after 4:00 pm and before 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00 pm.

22.02 An employee working on a twelve (12) hour shift schedule shall receive a shift premium of two dollars and seventy-five cents (\$2.75) per hour for all hours worked between 4:00 pm and 8:00 am. The shift premium will not be paid for hours worked between 8:00 am and 4:00pm.

### **Weekend Premium**

22.03 Employees working on shifts shall receive an additional premium of two dollars and seventy five cents (\$2.75) per hour for the employee's scheduled straight time hours and overtime hours worked on a Saturday and/or Sunday.

### **Lead Hand Premium**

22.04 Employees who are temporarily appointed to and are provided the authority to direct the day-to-day work of other employee(s) shall receive a lead hand premium of one dollar and twenty-five cents (\$1.25) for all hours worked in this capacity.

This premium shall increase to one dollar and fifty cents (\$1.50) effective January 01, 2014 and to one dollar and seventy-five cents (\$1.75) effective January 01, 2015.

## **ARTICLE 23 - PAY ADMINISTRATION**

23.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix B.

23.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed

appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

- 23.03 a) An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.
- b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
- 23.04 An employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same incremental rate in their new position. If there is no such incremental rate the employee shall receive the next higher incremental rate.
- 23.05 a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.
- b) An employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than their prior position and for which the employee has the requisite skills and abilities shall continue to receive the same rate of pay. The employee shall receive incremental rate increases on the same basis as if they had not been reclassified but shall not receive negotiated salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.
- c) An employee who is demoted shall receive the lesser of their current rate of pay and the maximum incremental rate in the new position.
- 23.06 Clause 23.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position.

Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 23.07.

#### 23.07 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 they reach the maximum rate for the position. The pay increment period is the period identified in Appendix B.
- A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.
- b) An employee appointed or reclassified to a position other than a higher rated position shall retain their increment date.

- 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 reviews 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 to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted their pay increment until they complete a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

23.08 a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit they shall receive the lesser of their current salary or the maximum incremental rate for the new position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.

- b) The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

23.09 For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.

23.10 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

23.11 When an employee is required by the Employer to substantially perform the duties of a higher rated classification band in an acting capacity and performs those duties for at least two (2) consecutive days for Field Maintenance Operators and three (3) consecutive days for all other positions (including designated holidays), the employee shall be paid acting pay calculated from the date on which they commenced to act, in accordance with Clause 23.03. An employee acting in a higher rated 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. When an employee receives an increment in the lower rated position their acting rate of pay will be adjusted accordingly.

- 23.12 In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.
- 23.13 It is understood by the parties that there shall be no pyramiding of premiums under this agreement.
- 23.14 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

#### **ARTICLE 24 - LEAVE - GENERAL**

- 24.01 An employee is entitled to be informed upon request of the balance of their vacation, sick and compensatory leave credits.
- 24.02 The amount of leave with pay earned but unused credited to an employee at the time when this agreement is signed, or at the time the employee becomes subject to this agreement, shall be retained by the employee.

#### **ARTICLE 25 - DESIGNATED PAID HOLIDAYS**

- 25.01 Subject to clause 25.02 the following days shall be designated paid holidays for employees.
- a) New Year's Day
  - b) Family Day (3rd Monday of February)
  - c) Good Friday
  - d) Easter Monday
  - e) Victoria Day
  - f) Canada Day
  - g) Labour Day
  - h) National Day for Truth and Reconciliation
  - i) Thanksgiving Day
  - j) Remembrance Day
  - k) Christmas Day
  - l) Boxing Day
  - m) The first Monday in August
  - n) One additional day when proclaimed by an Act of Parliament as a national holiday.
- 25.02 An employee absent without pay on both their full working day immediately preceding and their full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 28 - Leave With or Without Pay for Alliance Business.
- 25.03 When a day designated as a holiday under clause 25.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.

When two (2) days designated as holidays under clause 25.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

25.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 25.03,

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.

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

a) time and one-half (1 1/2) for all daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday, or,

b) upon request, and with the approval of the Employer, the employee may be granted:

i) a day leave with pay (straight-time rate of pay) at a later day in lieu of the holiday,

and,

ii) pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily 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 the regular daily scheduled hours of work.

c) i) subject to operational requirement and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

ii) when in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid out at the employee's straight-time rate of pay.

iii) the straight-time rate of pay referred to in 25.05 (c) (ii) shall be the rate in effect when the lieu day was earned.



- 25.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 25.05 or three (3) hours pay at the applicable overtime rate of pay.
- 25.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.
- 25.08 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

## **ARTICLE 26 - VACATION LEAVE**

- 26.01 The vacation year shall be from January 01<sup>st</sup> to December 31<sup>st</sup> of the **same** calendar year, inclusive.
- 26.02 An employee shall earn vacation leave credits for each calendar month during which the employee receives at least ten (10) days pay, at the following rates:
- a) one and one-quarter ( $1 \frac{1}{4}$ ) days until the month in which the anniversary of the employee's seventh (7<sup>th</sup>) year of service occurs;
  - b) one and two-thirds ( $1 \frac{2}{3}$ ) days commencing with the month in which the employee's seventh (7<sup>th</sup>) anniversary of service occurs;
  - c) two and one-twelfth ( $2 \frac{1}{12}$ ) days commencing with the month in which the employee's fourteenth (14<sup>th</sup>) anniversary of service occurs;
  - d) two and one-half ( $2 \frac{1}{2}$ ) days commencing with the month in which the employee's twenty-fourth (24<sup>th</sup>) anniversary of service occurs.
  - e) however, an employee who has received or is entitled to receive furlough leave shall have vacation leave credits earned under this Article, reduced by five twelfths ( $\frac{5}{12}$ ) of a day per month from the beginning of the month in which the twentieth (20<sup>th</sup>) anniversary of service occurs until the beginning of the month in which the employee's twenty-fifth (25<sup>th</sup>) anniversary of service occurs.
- 26.03 For the purpose of vacation leave, service is defined as:
- a) the length of service with the Employer for employees hired subsequent to August 1, 1992;
  - b) the length of service with the Employer and the Federal Government, for former Transport Canada employees who joined Edmonton Airports at the date of transfer, August 1, 1992 and length of service with the Employer and the City of Edmonton for former City of Edmonton employees who joined Edmonton Airports in the month of April 1996.
- 26.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

- 26.05 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.
- 26.06 a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b) Each year between February 1 and March 1 (selection period), employees will select blocks of time away from work to accommodate vacation leave, in order of seniority.
- A block of time away from work is defined to commence on the first day of rest immediately preceding the commencement of vacation leave ending on the last day of rest immediately following the vacation leave.
- In an initial choice, employees will select one (1) block of time or partial block of time away from work. After all employees, in order of seniority have made their initial choice, subsequent choices will be made in the same manner until no employee wishes to exercise a choice at that time.
- Any vacation leave not chosen during the selection period, will be granted on a first come first served basis and will not exceed one block of time away from work.
- c) In order to maintain operational requirements, subject to Article 37 Seniority, the Employer has the right to schedule an employee's vacation leave but shall make every reasonable effort
- i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- ii) not to recall an employee to duty after the employee has proceeded on vacation leave.
- 26.07 If an employee requests vacation leave with pay in accordance with clause 26.06 and the Employer denies the request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for vacation leave.
- 26.08 The Employer shall give the employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation or furlough leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee.
- 26.09 Where, in respect of any period of vacation leave with pay, an employee is granted:
- a) bereavement leave, or,
- b) leave with pay because of illness in the immediate family, or,
- c) sick leave on production of a medical certificate,

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

- 26.10 Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee the unused portion of the employee's vacation leave shall be carried into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- 26.11 During the vacation year, upon application by the employee, the employer may grant carry-over of vacation leave. Such request shall not be unreasonably denied. No more than one-quarter (1/4) of the employee's annual entitlement will be paid out in cash.
- 26.12 Subject to operational requirements, the Employer will make every reasonable effort:
- a) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
  - b) not to cancel a period of vacation leave or furlough leave which has been previously approved in writing.
- 26.13 When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:
- a) in proceeding to the employee's place of duty,
  - b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- 26.14 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 26.13 to be reimbursed for reasonable expenses incurred by the employee.
- 26.15 When the Employer cancels a period of vacation or furlough leave which it has previously approved in writing, the employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 26.16 When an employee dies or otherwise ceases to be employed,
- a) the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave with pay to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment;
- or,

- b) the employer shall grant, if requested by an employee, vacation leave and furlough leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave and furlough leave credits shall be paid in accordance with clause 26.16 (a).

26.17 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, calculated on the basis of the employee's rate of pay at the time of the termination of the employee's employment.

26.18 a) The Employer agrees to issue advance payments of estimated net salary for approved vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commenced.

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

26.19 An employee who, on the day that this Agreement is signed is entitled to receive furlough leave, that is to say, five (5) weeks' leave with pay upon completing (20) years of employment, retains their entitlement to furlough leave subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

26.20 Where in any fiscal year an employee has not been granted all of the vacation leave credited to that employee, the unused portion of the employee's vacation leave shall be carried over into the following fiscal year.

26.21 Where an employee dies or otherwise terminates employment after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (4%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

26.22 Vacation pay for part-time employees

A part-time employee will receive vacation pay as per the prorated vacation entitlement of a full-time employee with the same amount of service. Vacation pay will be paid to the employee in their pay cycle.

A part-time employee will be granted vacation leave without pay in the following manner:

- a) three (3) weeks until completion of the employee's seventh (7<sup>th</sup>) year of service;
- b) four (4) weeks until completion of the employee's sixteenth (16<sup>th</sup>) year of service;

- c) five (5) weeks until completion of the employee's twenty-sixth (26<sup>th</sup>) year of service;
- d) six (6) weeks after completion of the employee's twenty-sixth (26<sup>th</sup>) year of service

#### 26.23 Furlough Leave

Employees who, on August 01, 1992, were entitled to furlough leave shall continue to receive furlough leave in the same manner.

### **ARTICLE 27 - EDUCATION AND CAREER DEVELOPMENT LEAVE**

- 27.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 27.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.
- 27.03 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted. If the employee (except with the permission of the Employer):
- a) fails to complete the course;
  - b) does not resume employment with the Employer on completion of the course;
- or,
- c) ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course; the employee shall repay the Employer all allowances or such lesser sum as shall be determined by the Employer paid to them under this article during the education leave.
- 27.04 a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development;

- i) a course given by the Employer;
  - ii) a course offered by a recognized academic institution;
  - iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 27.04 (a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

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

- 28.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Labour Relations Board.
- 28.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.
- 28.03 The Employer will grant leave with pay to an employee who is:
- a) party to the arbitration,
  - b) the representative of an employee who is party to an arbitration.
- 28.04 The Employer will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the Alliance before an Arbitration Board.
- 28.05 The Employer will grant leave with pay to three (3) employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance until the expiry of the current collective agreement. The number of employees on the negotiating team will not exceed four (4).
- 28.06 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the Component, conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 28.07 The Employer will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.

- 28.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of Local 30315, the Employer agrees, on receipt of reasonable advance notice, to grant leave without pay.
- 28.09 An employee who has been elected or appointed to a fulltime office of the Alliance or the Component or the Local shall be entitled to leave without pay for the period during which they are elected or appointed to hold office.

During the above mentioned leave the Employee will continue to contribute to and accrue benefits as though they were at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.

An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to their former classification and if practicable, their former position.

- 28.10 Requests for leave for Alliance or Union Business will be made in advance, in writing.

## **ARTICLE 29 - OTHER LEAVE WITH OR WITHOUT PAY**

### 29.01 Marriage Leave with Pay

- a) After the completion of one (1) year's continuous employment with the Employer, and providing the employee gives the Employer at least thirty (30) days notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.
- b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

### 29.02 Personnel Selection Leave

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

### 29.03 Leave with Pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (including a common-law partner residing with the employee), dependent children (including 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) The Employer shall grant leave with pay under the following circumstances:
- i) up to **one** day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by themselves, or for

appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. **Except for emergency or a last-minute cancellation**, an employee requesting leave under this provision must notify their supervisor of the appointment **at least seven (7) calendar days in advance**;

- ii) up to **two (2)** consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
  - iii) **two (2)** day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
  - iv) Up to **one-half (1/2)** day for the employee to attend a **medical or dental** appointment. Leave for this appointment **may be required to be** substantiated by the **physician or dentist**.
- c) The total leave with pay which may be granted under this clause shall not exceed five (5) days in a calendar year.

#### 29.04 Court Leave

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

- a) for jury duty;
- b) for attendance as a subpoenaed witness.

#### 29.05 Injury-on-Duty Leave/Work Related Illness Leave

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the Provincial Worker's Compensation Act, and the Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- a) personal injury accidentally received in the performance of their duties and not caused by the employee's wilful misconduct,
- or,
- b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the employer any amount received by them in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee's agent has paid the premium.

#### 29.06 Religious Holy Days

The employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The employer agrees to allow an employee time-off with pay on



religious holy days provided the employee is prepared to make up this time-off outside their normal hours of work.

Employee may exchange one of the Designated Paid Holidays listed in Article 25 for a requested day off with pay under this clause.

#### 29.07 Bereavement Leave with Pay

- a) For the purpose of this clause, immediate family is defined as Father, Mother (or alternatively Stepfather, Stepmother or Foster Parent), Brother, Sister, Spouse (including common-law partner residing with the employee), child (including child of common-law partner **and stepchild, son in-law or daughter in-law**), or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, fiancé and relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of up to **seven (7)** calendar days inclusive of the day of the funeral. **The employee shall be kept whole for all regularly scheduled work shifts during the seven calendar days following the date of death. Upon request, the same amount of work shifts which would have been missed in the seven (7) calendar days may be split into two separate segments.** In addition, the employee may be granted up to three (3) **shifts** leave with pay for the purpose of travel related to the death.
- c) An employee is entitled to one (1) day's bereavement leave in the event of the death of their brother-in-law, sister-in-law.
- d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided in paragraphs (b) and (c) of the clause. Such leave shall not be unreasonably withheld.
- f) An employee is entitled to one (1) day's leave without pay to be a pallbearer.

#### 29.08 Maternity Leave Without Pay

- a)
  - i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
    - (a) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined in subsection (i) above, the period of maternity leave without pay therein defined may be

extended beyond the date falling seventeen (17) weeks after the date of childbirth by a period equal to the period during which the child is hospitalized.

- (b) In any case described in subsection (i) (a) above where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for in subsection (i) (a).
  - ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
  - iii) An employee may elect to:
    - (a) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates,
    - (b) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave with Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.
  - iv) where an employee has the actual care and custody of her newborn child, that employee is entitled to additional parental leave without pay pursuant to clause 29.09 of up to sixty-three (63) weeks ending not later than seventy-eight (78) weeks after the child comes into the employee's care.
- b) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance, unless there is a valid reason why that notice cannot be given, of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.
- c)
  - i) After completion of six (6) months continuous employment, an employee who agrees to return to work (on the date of the expiry of her maternity leave) for a period of at least six (6) months and who provides the Employer with proof she has applied for and is in receipt of Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan.
  - ii) An applicant under clause 29.08(c) (i) shall sign an agreement with the Employer, providing:
    - (a) that she will return to work and work for a period of at least six (6) months less any period in respect of which she is granted leave with pay;

- (b) that she will return to work on the date of the expiry of her pregnancy leave, unless this date is modified with the Employer's consent.
- iii) Should the employee fail to return to work as per the provisions of clause 29.08 (c)(ii)(a) and (b) for reasons other than death or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- d) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:
  - i) where an employee is subject to a waiting period before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period less any other monies earned during this period; and/or
  - ii) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period. Where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay, less any monies earned during this period.
  - iii)
    - (a) or a full-time employee the weekly rate of pay referred to in clause 29.08 (d) (i) and (ii) shall be the weekly rate of pay, to which she is entitled for the classification prescribed in her certificate of appointment of her substantive position, on the day immediately preceding the commencement of the maternity leave;
    - (b) for a part-time employee the weekly rate of pay referred to in clause 29.08 (d) (i) and (ii) shall be the full-time weekly rate of pay for the classification prescribed in her certificate of appointment of her substantive position multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work for the employee's classification on the day immediately preceding the commencement of the maternity leave.
  - iv) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 29.08 (d) (i) or (ii) shall be adjusted accordingly.

- v) employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.
- e) When an employee who is pregnant or nursing expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or nursing child, the Employer shall address the matter in a manner consistent with the Canada Labour Code, Part III, Section 204.
- f) The aggregate amount of maternity or parental leave that may be taken by an employee or an employee-couple (spouse or common-law partner relationship) in respect of the same birth or adoption shall not exceed seventy-eight (78) weeks.

#### 29.09 Parental Leave Without Pay

The aggregate amount of maternity or parental leave that may be taken by an employee or an employee-couple (spouse or common-law partner relationship) in respect of the same birth or adoption shall not exceed seventy-eight (78) weeks.

Should an employee-couple utilize only parental leave (not eligible for maternity leave), the aggregate amount of parental leave that may be taken by this employee-couple shall not exceed seventy-one (71) weeks.

- a) An employee who intends to request parental leave shall notify the Employer at least fifteen (15) weeks in advance of the expected date of the birth of their newborn child or the expected custody date of their adopted child (that being a child below the age of majority).
- b) An employee may request parental leave without pay at least (4) weeks prior to the expected date of the birth of their newborn child or the expected custody date of their adopted child unless there is a valid reason why that notice cannot be given, and subject to section (c) of this clause, shall be granted parental leave without pay for a period of up to sixty-three (63) weeks beginning on or after the date of the birth of their child or the date of custody of the adopted child. Such leave shall be taken within the seventy-eight (78) weeks following the date of the birth of the child or acceptance of custody.
- c) The Employer may:
  - i) defer the commencement of parental leave without pay at the request of the employee;
  - ii) grant the employee parental leave with less than four (4) weeks' notice prior to the acceptance of custody of an adopted child;
  - iii) require an employee to submit a birth certificate of the child;
  - iv) require an employee to submit proof of adoption.

- 29.10 Leave granted under clause 29.08 and 29.09 shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

For the purposes of earning sick leave credits under the Sick Leave With Pay Article and of earning vacation leave credits under the Vacation Leave With Pay Article, the employee is deemed to have received pay while on leave under Article 29.08 and 29.09.

29.11 Leave Without Pay for the Care/Nurturing of Pre-School Age Children

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

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- b) leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.
- c) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave.
- d) time spent on such leave shall not be counted for pay increment purposes.

29.12 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Employer shall grant:

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

Leave without pay for periods greater than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay, "service" for the purpose of calculating vacation leave, and shall not be counted for pay increment purposes.

29.13 Flex Time

- a) An employee shall be granted one (1) flex leave shift with pay per calendar year effective January 01, 2014 and two (2) flex leave shifts per calendar year effective January 01, 2016. Such leave is subject to management approval and shall not be unreasonably denied. Unused flex days will not be carried over to the next calendar year.

## ARTICLE 30 - STAFFING PROCEDURE

- 30.01 The Employer shall post all permanent vacancies and newly created positions in the bargaining unit.
- 30.02 a) The postings shall be for a minimum of ten (10) calendar days and the posting shall indicate the closing date. Subject to 30.02 (b) candidates are required to indicate their interest in writing, no later than 5:00 p.m. on the closing date.
- b) In the event an employee is on leave at some point through the duration of the posting period the following applies:
- i) it is the employee's responsibility to check all bulletin boards prior to going on leave. If there is a career opportunity on the boards in which the employee is interested, the employee shall apply prior to the closing date.
- ii) if an employee is aware of a career opportunity which they believe will be posted during the employee's absence, the employee is responsible for applying prior to the closing date.
- iii) if the career opportunity is posted after an employee has commenced leave and the employee returns after the closing date, the employee is responsible for applying on the job upon their first scheduled day back to work. The employee's supervisor will be able to advise the employee what positions were posted in their absence. An employee shall be eligible to apply on the posting provided that the interview process has not been completed.
- 30.03 The poster shall contain the following information:
- a) the skills, qualifications, abilities and experience required of the position to be filled; and,
- b) the salary of the position to be filled.
- 30.04 The skills, qualifications, abilities and experience contained in the posting shall be reasonable in relation to the position being filled.
- 30.05 A copy of the poster shall be forwarded to the Union prior to posting.
- 30.06 The candidates shall be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 30.07 The Employer representative conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the position as posted. In filling the job vacancy, the position shall be awarded based on skills, qualifications, abilities and experience.
- 30.08 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason (s) will also be communicated in writing.

- 30.09 In the event that the Employer decides to consider applications from individuals outside the bargaining unit, the Union will be notified at the time of posting. However, candidates from the bargaining unit will be given preference in all competitions.
- 30.10 The Employer may establish eligibility lists for specific positions, by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 30.11 Clause 30.01 to 30.09 will also apply to Acting and Temporary assignments which exceed ninety (90) days.

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

- 30.12 If requested by the Employer and the parties agree, selected temporary or short-term special project assignments which exceed ninety (90) days may be exempted from clauses 30.01 to 30.09. In such cases, position will be staffed as follows:
- i) internal employees will be provided with the first opportunity to compete for these positions; however candidates from the bargaining unit will be given preference in all competitions.
  - ii) notice will be communicated to all employees via e-mail and bulletin boards and the posting shall indicate the following information:
    - ⇒ title of position and department
    - ⇒ length of assignment
    - ⇒ classification and salary range of position
    - ⇒ a brief description of the duties
  - iii) the notice will be posted for five (5) calendar days. Applicants are required to indicate their interest in writing.
  - iv) in the event the position is not staffed through the process outlined above, the Employer may consider applications from external candidates.

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

## **ARTICLE 31 - JOB CLASSIFICATION**

- 31.01 When there is a new position created or when an evaluation of an existing position is completed, and there is a disagreement with the classification band assigned to the position by Management, the issue may be referred to the grievance article contained in this agreement.
- 31.02 If, during the term of this Agreement, a new classification standard is established, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of the employees on their movement to the new levels.

## **ARTICLE 32 - STATEMENT OF DUTIES**

- 32.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification band 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 33 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 33.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative (s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.
- 33.02 a) Prior to an employee performance review the employee shall be given:
- i) the evaluation form which will be used for the review;
  - ii) any written document which provides instructions to the person conducting the review;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 33.03 An employee has the right to make written comments to be attached to the performance review form.
- 33.04 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for their 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 34 - TECHNOLOGICAL CHANGE**

- 34.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 34.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.



- 34.03 The notice mentioned in clause 34.02 shall be given in writing and shall contain the following information:
- a) the nature of the technological change,
  - b) the date upon which the Employer proposes to effect the technological change,
  - c) the approximate number, type, and location of employees likely to be affected by the change,
  - d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
  - e) all pertinent data relating to the anticipated effects on employees.
- 34.04 Once the Employer has given the Alliance the notice described in 34.02 the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:
- a) a detailed description of the nature of the proposed technological change;
  - b) the names of those employees who will initially be likely to be affected by the proposed technological change; and,
  - c) the rationale for the change.
- 34.05 During the notice period described in Article 34.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

## **ARTICLE 35 - LAYOFF/RECALL AND SEVERANCE**

- 35.01 The Union shall be advised in writing at least one hundred and twenty (120) days in advance of any reductions in the indeterminate workforce, planned by the Employer. The notice will outline the reasons for the workforce reductions, the location and number of employees affected.
- The parties will, through the consultation process, review possible alternatives to the workforce reduction (including voluntary layoffs) and on the support to be provided to the affected employees and on the application of this Article.
- 35.02 The Employer may offer voluntary early retirement or a separation incentive ("lump sum" buy out for voluntary layoff) to any employee. Where the Employer meets with an employee to advise them of such opportunities, the employee may request and be represented by an Alliance representative.

- 35.03 There shall be no temporary or permanent layoff of any indeterminate employee, who is employed in the bargaining unit, provided the employee agrees to be assigned or appointed to another vacant position in accordance with this Article.
- 35.04 An indeterminate employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position at the same classification band within the bargaining unit providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. If an employee refuses an assignment or appointment to a position at the same classification band within the bargaining unit they shall be laid off with recall rights as provided for in this article.
- 35.05 Should there be no vacant position available in 35.04 above, an employee may be assigned to a vacant position of a lower classification band in the bargaining units providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. The employee will have priority rights to return to a position at the same classification band as their former position.

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

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

- 35.06 a) Employees subject to layoff will be notified sixty (60) days in advance of their layoff date.
- During this period those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and to such additional leave with pay as the Employer considers reasonable for related travel.
- b) Employees to be laid off will also be provided with a job search assistance program coordinated by the Human Resources Department.
- 35.07 Employees subject to lay-off for an indefinite period shall have the option of:
- a) accepting layoff, retaining the right of recall for up to one (1) year; or,
- b) accepting termination from the Employer with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined below; or,
- c) displacing the most junior employee within their current classification band, providing the employee can establish that they have the skills, qualifications, abilities and experience required of the position, or could obtain those within a reasonable training period which will normally not exceed ninety (90) days. The

employee shall notify the Employer within one (1) week of notice of lay-off of the decision to displace another employee.

- d) Should there be no position for which an employee is qualified to move to in c), an employee may displace a more junior employee of a lower classification band in the bargaining units providing the employee can establish that they have the skills, qualifications, abilities and experience required of the position, or could obtain those within a reasonable training period which will normally not exceed ninety (90) days. The employee will have priority rights to return to a position at the same classification band as their former position.

If an employee displaces an employee in a lower classification band with a lower maximum rate of pay that employee shall be salary protected (at the rate of pay provided for their former position). Should an employee subsequently refuse an appointment to a position at the same classification band as their former position that employee will lose the benefit of being salary protected on the following pay period and will be appointed to the lower classification band position to which they had been assigned.

- 35.08 Any employee displaced from their position as a result of 35.07 (c) above will have the option of exercising their rights outlined in 35.07 (a) or 35.07 (b) or of displacing the most junior employee within their bargaining unit provided the employee can demonstrate that they have the ability to perform the job. The employee shall notify the employer of their intent to displace another employee within one (1) week of receiving notice that they are being displaced as a result of 35.07 (c) above.
- 35.09 Employees affected by the reduction who are appointed to a lower level position shall have their salary protected in accordance with the provisions of this Agreement.
- 35.10 Full-time employees will not be required to accept part-time employment.
- 35.11 Employees who are displaced will become subject to the provisions of this Article.
- 35.12 In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. During such period, employees will be required to utilize their accumulated lieu and compensatory pay prior to receiving regular salary.
- 35.13 Recall
  - a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if they have not been recalled.
  - b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions of which the employee is qualified to perform or may qualify within a reasonable training period.

35.14 Severance

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

a) Lay-off

Two (2) week's pay for each of the first three (3) years of continuous employment subsequent to August 01, 1992, and one (1) week's pay for each additional year of employment thereafter.

35.15 No employee who is a member of a bargaining unit covered by this agreement, on the date of signing, shall be subjected to lay-off as a direct result of their work being performed by contract. Any employee whose work is being contracted out will be guaranteed employment and will be fully salary protected until such time as that employee refuses a permanent position at a salary level at least equivalent to their contracted position. Such employee shall be subject to the provisions of this article.

**ARTICLE 36 - BREAK IN SERVICE AND EMPLOYMENT**

36.01 Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay as per the provisions of Article 35;
- c) is discharged for just and sufficient cause;
- d) abandons their position by failing to report for duty for five (5) consecutive work days unless they have notified the Employer in advance and have provided a reason acceptable to the Employer.

**ARTICLE 37 - SENIORITY**

37.01 a) Seniority shall mean the length of continuous service with the Employer since:

- i) date of hire after August 01, 1992, in the bargaining unit, and; in addition,
  - ii) if transferred from Transport Canada, continuous bargaining unit service prior to August 01, 1992 with the Federal Government,
- or,
- iii) if transferred from City of Edmonton, continuous bargaining unit service prior to April 1, 1996 with the City of Edmonton.

For greater certainty, service prior to the respective dates of transfer referred to in 37.01 ii) and iii) above is included on the seniority list dated January 01, 2000.

Seniority will not be transferable between bargaining units except as outlined in 37.06 (a) of this Article.

- b) A seniority list shall be established for the general bargaining unit. The list will be posted in the appropriate work areas. Seniority shall be established upon completion of the probationary period and shall count from date of hire.
- 37.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.
- 37.03 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 26 - Vacation) and, in layoffs and recalls from layoff (subject to Article 35, Layoff/Recall & Severance).
- 37.04 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:
- a) the employee who commenced work at the earliest hour of the day shall be senior;
  - b) if a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Alliance.
- 37.05 a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised on December 31, of each year by the Employer and posted on bulletin boards by January 31, with a copy forwarded to the President of the local Union. Upon request, the Employer shall provide the local union with a revised seniority list when required.
- b) An employee who feels that they are improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 37.06 a) For the purpose of Layoff/Recall and the application of clause 35.08 of the Article 35 - Lay-off/Recall and Severance, employees permanently appointed to a position outside their bargaining unit but within the firefighter and fire captain bargaining units shall retain but cease to accumulate seniority in their former bargaining unit for a period not to exceed three (3) years.
- b) Employees permanently appointed to a position outside the bargaining units shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
  - c) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
  - d) No employees shall be transferred to a position outside the bargaining units without their consent.

- 37.07 An employee who resigns their position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.
- 37.08 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit. This does not apply to past employees who have accepted a voluntary separation which provided for a buyout package additional to that provided for in Article 35.14 unless the employee is re-employed within three (3) years of termination.
- 37.09 Leave granted in excess of three (3) months under clauses 29.11 or 29.12 shall not be counted for the calculation of seniority.

#### **ARTICLE 38 - HEALTH AND SAFETY**

- 38.01 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees.

The Alliance, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

- 38.02 The Employer and the Alliance agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 38.03 A Joint Health and Safety Committee shall be formed and will operate in accordance with Part II, Section 135 of the Canada Labour Code.

The Committee shall be comprised of three (3) management representatives appointed by the Employer and three (3) Alliance representatives appointed by the Alliance.

- 38.04 a) When an Alliance representative notes that the quality of the environment is deteriorating, they are obliged to inform the Employer without delay in writing, or orally if they believe the situation is urgent.

Accordingly, the Employer shall:

- i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide them with a copy of the report arising from these inspections, analyses and investigations;
- ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.

- b) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.
  - c) If the Alliance or the Local of the Alliance is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
  - d) The Alliance representative must be present at all investigations or inspections arising under paragraph (c) of this clause.
- 38.05 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.

- 38.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses.
- 38.07 When an employee who is pregnant or nursing expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or nursing child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the matter will be dealt with in a manner consistent with the Canada Labour Code, Part II Section 132. The Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit. The employee will continue to receive the wages and benefits that are attached to her job for the period during which she does not perform the job.

#### **ARTICLE 39 - SICK LEAVE WITH PAY**

- 39.01 Employees will earn one and one quarter (1 1/4) days sick leave credits for each calendar month for which the employee receives at least ten (10) days pay to a maximum of seventy-five (75) days sick leave credits.
- 39.02 Employees with sick leave credits banked greater than the limits established in 39.01 will not have their bank automatically reduced by the limits; however, they will not accumulate sick leave credits unless their bank, through use of sick leave, is reduced below the limits established in 39.01.
- 39.03 When an employee is unable to perform their duties because of illness or injury the employee will be eligible for sick leave with pay as per clause 39.04, 39.05, and 39.06.
- 39.04 a) When an employee is ill for five (5) days or less, the absence will be paid at 100% of the employees normal rate of pay provided the employee has sufficient credits.

- b) When an employee has insufficient credits to cover the granting of sick leave with pay under the provisions of clause 39.02, sick leave with pay may be granted to an employee. The employer shall not unreasonably deny the advance of sick leave credits.

39.05 If an employee is absent due to illness for more than five (5) days, the employee will be paid short term disability at 80% of their normal weekly earnings from the sixth (6th) day up to and including the sixty-fifth (65th) day of absence.

If an employee has accumulated sick leave credits in their bank, their credits will replace the short term disability payments on a day to day basis.

If an employee returns to work within the twelve (12) week period and subsequently goes off on illness again within two (2) weeks, it will be deemed to be a "continued illness" and the employee would continue on Short Term Disability as if they had not returned to work.

39.06 The maximum period an employee will normally be eligible for the short term disability plan is twelve (12) weeks. If the employee has sick leave credits remaining in their bank after the above twelve (12) week period the credits will be utilized. All sick leave credits must be utilized prior to qualifying for long term disability.

39.07 a) Unless otherwise informed in advance and for a valid reason by the Employer, a statement signed by the employee stating that because of illness or injury, they are unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 39.03 if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

b) Where the Employer requires a medical certificate, as outlined in (a) above, the employee will submit the medical certificate upon their return to work.

39.08 Return of Credits Where Injury on Duty is Approved

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

39.09 Return of Credits During Period of Compensatory Leave

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

39.10 Sick leave credits earned but unused by an employee during a previous period of employment with the Edmonton Regional Airports Authority (or predecessor) shall be restored to an employee whose employment was terminated by reason of lay-off and who is recalled back to work within one (1) year from the date of lay-off.



## ARTICLE 40 - PENSIONS

40.01 Edmonton Regional Airports Authority will provide pension benefits as follows;

a) Standard Plan

This includes employees who have elected to participate in the "Standard Plan" at the date of transfer and all employees who join ERAA after the date of transfer. This is a non-contributory plan. The cost of all benefits will be paid by the Employer.

b) Defined Contribution (DC) Plan

All Employees covered by this plan are required to contribute, via payroll deduction, 5.5% of their pensionable earnings to this plan. The employer will match employee's contribution of 5.5%.

All employees hired after September 30, 2013 shall be enrolled in (c) the Defined Contribution (DC) plan

40.02 Normal Retirement Benefit **for Standard Plan**

a) Standard Plan

For eligible employees the Standard Plan provides a retirement benefit as follows:

i) for credited service prior to August 01, 1992, (if an employee transferred their PSSA credits in accordance with the reciprocal agreement).

2% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) multiplied by the Member's Credited Service up to and including July 31, 1992.

less,

0.7% multiplied by the Member's Average Monthly Maximum Pensionable Earnings multiplied by the Member's Credited Service on or after January 01, 1966, up to and including July 31, 1992.

ii) For credited service on or after August 01, 1992,

1% multiplied by the Member's Best Average Earnings (as defined in Clause 2.08 of Section 2 (definitions) of the ERAA employee pension plan text) by the Member's Credited Service on or after August 01, 1992.

40.03 The Standard Pension Plan provides for 100% inflation indexing.

40.04 The normal retirement age is age sixty-five (65) however an employee may retire without a penalty reduction as follows:

- a) at age 60 providing the employee has two (2) years of service,
- b) as early as age fifty-five (55) providing the employee has thirty (30) years of service.

40.05 Further information on the ERAA pension plans are provided in the ERAA Pension Plan Text, a current copy of which shall be provided to the Alliance.

## **ARTICLE 41 - HEALTH AND BENEFIT PLANS**

### 41.01 Eligibility

- a) Full-time employees will be eligible for coverage as of date of hire.
- b) Part-time employees will be eligible for coverage as of date of hire provided they work a minimum of 20 hours per week.
- c) Seasonal employees will be eligible for coverage as of date of hire.
- d) Term employees will be eligible for coverage after six (6) months of continuous employment.

41.02 The Employer will pay the cost of the premium for the Alberta Health Care plan for eligible employees.

41.03 a) For eligible employees, the Employer will provide an Extended Health Care Plan providing;

- i) 80% coinsurance for prescription drugs
- ii) 100% coinsurance for hospital expenses
- iii) a vision care benefit with a \$375 maximum per each consecutive 24 month period. The increase to this benefit cannot be claimed until the employee's or dependent's next 24 month period of eligibility.
- iv) an eye exam each consecutive 24 month period.

b) The Employer will pay the premium costs of the Extended Health Care Plan.

41.04 a) For eligible employees the Employer agrees to provide a Dental Plan providing:

- i) 90% for the approved schedule of fees for basic and preventative services;
- ii) 50% of the approved schedule of fees for major and restorative services up to a maximum of combined limit with basic services to \$2000 per calendar year per insured person.

- iii) 50% of the approved schedule of fees for orthodontic services to a lifetime maximum of \$3500 per insured person.
  - b) The Employer will pay the premium cost of the dental plan.
- 41.05 a) For eligible employees, the Employer agrees to pay 75% of the premium for the Long Term Disability Plan providing:
  - i) 70% of the employee's current salary.
  - b) This clause applies only to those employees who are actively at work for minimum twenty (20) hours per week.
  - c) Without limiting the parties legislative obligations with regard to its duty to accommodate, the parties agree that in the event of a dispute concerning the insurer's medical opinion concerning the return of an employee on LTD to a modified work program, the parties shall agree to an independent medical review.
- 41.06 a) For eligible employees, the Employer will provide an optional life insurance plan, dependent life insurance plan and accidental death and dismemberment (AD& D) insurance plan.
  - b) Employees will pay the premium costs of the above plans.
- 41.07 Subject to the exceptions outlined in 41.08 below, employees who are on leave without pay for longer than thirty (30) calendar days will be responsible for the cost of all benefit premiums.
- 41.08 Employees who are on leave pursuant to clause 29.08, 29.09, 29.10 or on long term disability will continue to be responsible for the cost of all benefit premiums which are normally paid by the employee. Provided that the employee continues to pay their share of the cost of these premiums, then the benefits which are normally paid by the Employer will continue during the period of approved leave or approved long term disability.
- 41.09 a) The Employer will provide an Employee and Family Assistance Plan for all eligible employees.
  - b) The Employer will pay the cost of the premium for this plan.
- 41.10 The Employer shall provide an annual health care spending account in the amount of five hundred dollars (\$500).
- 41.11 Further information regarding the benefit and life insurance plans is included in the ERAA benefit plan booklets.

#### **ARTICLE 42 - REGISTRATION FEES**

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

#### **ARTICLE 43 - BILINGUAL POSITIONS**

- 43.01 The employer will determine if a requirement for a bilingual position exists.
- 43.02 Employees who occupy a bilingual position and who can demonstrate proficiency as required by the Employer will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.
- 43.03 Term employees with less than six (6) months of continuous service are not eligible for a bilingual allowance.

#### **ARTICLE 44 - PARKING**

- 44.01 The Employer agrees to provide parking at no cost to employees working at the Edmonton International Airport.

#### **ARTICLE 45 - TRAVEL**

- 45.01 Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses incurred by the employee.
- 45.02 Through the consultation process the Employer will determine travel standards and procedures which will ensure that employees are, 1) afforded transportation and accommodation that are of good quality and reasonable; 2) that allowances, rates and conditions of reimbursement are sufficient to ensure that employees will not be out of pocket for expenses incurred while travelling on Employer business.

#### **ARTICLE 46 - UNIFORMS AND CLOTHING**

- 46.01 For the health and safety of employees and the public image of the Edmonton Regional Airports Authority, uniforms and protective clothing will be provided on an individual basis to those employees who are required by the Employer to wear them on duty.

46.02 The following outlines the clothing to be provided;

a) **Duty Managers**

Women

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
blazer	2	1 every 2 years
pants/skirts	4	1 every year
shirts	6	2 per year
scarves	2	as required
leather belt	1	1 per year
corporate ID pin	1	as required

Men

blazer	2	1 every 2 years
pants	4	1 every year
shirts	6	2 per year
ties	2	as required
leather belt	1	1 per year
corporate ID pin	1	as required

Replacement cycles will be from date of initial issue.

Alterations required after initial fitting are the responsibility of the individual.

Rain wear (hats, coats, pants and boots) will be provided as required.

b) **Customer Information Representatives**

Women

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
vest	2	1 every 2 years
pants/skirts	4	1 every year
shirts	6	2 per year
scarves	2	as required
corporate ID pin	1	as required

Men

vest	2	1 every 2 years
pants	4	1 every year
shirts	6	2 per year
ties	2	as required
corporate ID pin	1	as required

Replacement cycles will be from date of initial issue.

Alterations required after initial fitting are the responsibility of the individual.

c) **Trades/Operators**

	<u>Initial Issue</u>	<u>Replacement Cycle</u>
Coveralls	6	as required

Rain wear (hats, coats, pants and boots) will be provided as required.

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

- 46.03 Supply and installation of Identification Crests shall be the responsibility of the Employer.
- 46.04 The Employer shall provide the Employees who are required to wear safety footwear with suitable safety footwear as frequently as every year if required, or earlier if replacement is needed due to damage. All safety footwear shall be CSA approved. All footwear must be selected and purchased through the Materials Management Department. The maximum amount paid by the Employer for safety footwear is \$250.00 for full time equivalent trades and field operators and \$175.00 for all other employees who require safety footwear.
- 46.05 The Employer will continue the practice of providing sunglasses for Field Equipment Operators, Duty Managers and Electricians. Sunglasses will be replaced only if they are damaged beyond repair while the employee is on shift. All sunglasses must be selected and purchased through the Materials Management Department.
- In the alternate and if requested by the employee, an amount equal to the purchase cost of sunglasses may be applied against the employee's purchase of prescription sunglasses required in the course of their duties.
- 46.06 The Employer will supply one (1) parka every three (3) years, if required, to employees who work outdoors on a regular basis. Trades/Operators will also be supplied with snow pants if they work outdoors on a regular basis. Trades/Operators will be supplied with one (1) lightweight fall jacket every three (3) years, if required. Parkas will be cleaned annually, or as needed, by the Employer at no cost to the employee.
- 46.07 A joint committee will meet annually to review the clothing policies and recommend changes.

**ARTICLE 47 - STANDARD OPERATING GUIDELINES**

- 47.01 Employees shall comply with all Fire Rescue Service rules and regulations, including those relating to conduct and work performance. The Employer agrees that imposition of Fire Rescue Service rules and regulations shall be subject to the grievance procedure in the event that any employee is disciplined for failure to comply with any such rule or regulation.
- 47.02 Standard Operating Guidelines shall not contravene the Canada Labour Code, the Canadian Human Rights Legislation, or the Collective Agreement, and an allegation of such contravention is subject to the grievance procedure.

**ARTICLE 48 - AGREEMENT RE-OPENER**

48.01 This agreement may be amended by mutual consent.

**ARTICLE 49 - DEFINITIONS**

49.01 For the purpose of this agreement, spouse will, when required, be interpreted to include "common-law" partner. A "common-law" relationship will be deemed to exist after twelve (12) consecutive months of cohabitation.

**ARTICLE 50 - DURATION**

50.01 The provisions of this agreement will expire on December 31, 2024.

**APPENDIX "A"**  
**AGREEMENT FOR PART-TIME EMPLOYEES**

**GENERAL:**

A part-time employee is entitled to the same benefits as full-time employees except as modified herein:

1.     **Statutory Holidays:**  
          4.6% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.
2.     **Vacation & Sick Leave Entitlement:**  
          Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full time employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.
3.     **Severance Pay:**  
          Where the period of employment consists of any period of part-time employment the benefit shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.
4.     **Bereavement/Adoption/Paternity/Care & Nurturing Leave:**  
          Shall not be prorated.
5.     **Medical/Dental:**  
          Must work regularly 20 hours per week to qualify. The insurance coverage for Medical and Dental shall not be prorated.
6.     **Pension:**  
          Must work regularly 20 hours per week to qualify.
7.     **Life/LTD:**  
          Based on % of earnings (must regularly work 20 hours per week to qualify).
8.     **Maternity Leave:**  
          The length of leave shall not be prorated; the SUB Plan will be prorated in the same proportion to the average hours worked over the previous 6 months.
9.     **Pay Increments:**  
          Part-time employees are entitled to a pay increment once they have worked a total of the hours normally worked in a year of a full-time employee in the same classification.
10.    **Bilingual Bonus**  
          Part-time employees who work in excess of one-third regular full-time hours are entitled to a bilingual bonus prorated against the total hours of a regular full-time employee.



## APPENDIX "B" - RATES OF PAY

### ANNUAL RATES OF PAY

The pay increment period is one (1) year from the anniversary date in the position.

#### Part-time Employees

A part-time employee shall be eligible to receive a pay increment when she/he has completed the total number of hours in one (1) year than that of a full-time employee's regular hours of the same classification.

### CALCULATION OF WEEKLY RATES OF PAY

For the purpose of this Agreement, "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

### ANNUAL RATES OF PAY:

**January 1, 2022 - 3.5% retroactive**

**January 1, 2023 - 2.75% retroactive**

**January 1, 2024 - 2.75%**

### SERIES WITHIN PAYBANDS

For the purpose of classification, where there are multiples under one payband ( i.e 4A, 4B) the point ranking will not be impacted.

The multiples under a pay band are frozen and no other classifications can be added to these pay band multiples.

The following pay bands do not have four (4) steps:

Pay band 4B has three (3) steps.

Pay band 6A has two (2) steps.

Pay band 7A has two (2) steps.

Pay band 8A has two (2) steps.

Pay band 8B has two (2) steps.

Band 1	Step	Expired	2022	2023	2024
	1	\$25.13	\$26.01	\$26.73	\$27.47
	2	\$25.99	\$26.90	\$27.64	\$28.40
	3	\$26.89	\$27.83	\$28.60	\$29.39
	4	\$27.84	\$28.81	\$29.60	\$30.41

Band 2	Step	Expired	2022	2023	2024
	1	\$26.19	\$27.11	\$27.86	\$28.63
	2	\$27.16	\$28.11	\$28.88	\$29.67
	3	\$28.05	\$29.03	\$29.83	\$30.65
	4	\$29.08	\$30.10	\$30.93	\$31.78

Band 3	Step	Expired	2022	2023	2024
	1	\$28.18	\$29.17	\$29.97	\$30.79
	2	\$29.16	\$30.18	\$31.01	\$31.86
	3	\$30.20	\$31.26	\$32.12	\$33.00
	4	\$31.25	\$32.34	\$33.23	\$34.14

Band 4	Step	Expired	2022	2023	2024
	1	\$30.25	\$31.31	\$32.17	\$33.05
	2	\$31.31	\$32.41	\$33.30	\$34.22
	3	\$32.41	\$33.54	\$34.46	\$35.41
	4	\$33.54	\$34.71	\$35.66	\$36.64

Band 4A	Step	Expired	2022	2023	2024
	1	\$32.58	\$33.72	\$34.65	\$35.60
	2	\$33.62	\$34.80	\$35.76	\$36.74
	3	\$34.73	\$35.95	\$36.94	\$37.96
	4	\$35.87	\$37.13	\$38.15	\$39.20

Band 4B	Step	Expired	2022	2023	2024
	1	\$35.32	\$36.56	\$37.57	\$38.60
	2	\$36.50	\$37.78	\$38.82	\$39.89
	3	\$37.70	\$39.02	\$40.09	\$41.19

Band 5	Step	Expired	2022	2023	2024
	1	\$36.28	\$37.55	\$38.58	\$39.64
	2	\$37.54	\$38.85	\$39.92	\$41.02
	3	\$38.86	\$40.22	\$41.33	\$42.47
	4	\$40.22	\$41.63	\$42.77	\$43.95

Band 6	Step	Expired	2022	2023	2024
	1	\$38.91	\$40.27	\$41.38	\$42.52
	2	\$40.25	\$41.66	\$42.81	\$43.99
	3	\$41.67	\$43.13	\$44.32	\$45.54
	4	\$43.14	\$44.65	\$45.88	\$47.14

<b>Band 6A</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$44.77	\$46.34	\$47.61	\$48.92
	2	\$46.23	\$47.85	\$49.17	\$50.52

<b>Band 7</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$43.52	\$45.04	\$46.28	\$47.55
	2	\$45.10	\$46.68	\$47.96	\$49.28
	3	\$46.65	\$48.28	\$49.61	\$50.97
	4	\$48.27	\$49.96	\$51.33	\$52.74

<b>Band 7A</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$49.74	\$51.48	\$52.90	\$54.35
	2	\$51.36	\$53.16	\$54.62	\$56.12

<b>Band 8</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$46.09	\$47.70	\$49.01	\$50.36
	2	\$47.69	\$49.36	\$50.72	\$52.11
	3	\$49.36	\$51.09	\$52.49	\$53.93
	4	\$51.11	\$52.90	\$54.35	\$55.84

<b>Band8A</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$54.71	\$56.62	\$58.18	\$59.78
	2	\$56.50	\$58.48	\$60.09	\$61.74

<b>Band 8B</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$51.49	\$53.29	\$54.76	\$56.27
	2	\$53.16	\$55.02	\$56.53	\$58.08

<b>Band 9</b>	<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
	1	\$52.23	\$54.06	\$55.55	\$57.08
	2	\$54.04	\$55.93	\$57.47	\$59.05
	3	\$55.94	\$57.90	\$59.49	\$61.13
	4	\$57.89	\$59.92	\$61.57	\$63.26

Senior Project Manager

<b>Step</b>	<b>Expired</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1	\$60.57	\$62.69	\$64.41	\$66.18
2	\$62.80	\$65.00	\$66.79	\$68.63
3	\$65.04	\$67.32	\$69.17	\$71.07
4	\$67.01	\$69.36	\$71.27	\$73.23

*Letter of Understanding # 1*

*Between*

*The Edmonton Regional Airports Authority*

*And*

*The Public Service Alliance of Canada*

Definition of an employee who has PIO status.

In the case of the implementation of the new job evaluation system (which took place in 1999), if an employee's job was reclassified to a level with a lower maximum rate of pay, the employee's current rate of pay did not change and the individual was granted present incumbent only status (PIO). The employee granted PIO status will advance in his/her current pay range in the normal manner (receive the incremental rate increases available within the employee's current range) and receive negotiated economic rate increases as if she or he had not been reclassified.

The following confirms the intent with respect to PIO status:

When the employee who is granted PIO status vacates the position or if an identical position is created, the rate of pay for the new employee for the position shall be the range specified under the new classification system.

Example

Present employee has PIO status. S/he applies on and is successful on any other position, s/he no longer has PIO status. If the vacated position is filled, the successful applicant (existing or new employee) is paid in accordance with the new classification system. If an employee with PIO status applies on or is reassigned to a position of a temporary nature (term assignments, secondments) s/he will continue to receive PIO status once s/he returns to his/her original position.

In the event an employee who has PIO status applies on and is successful on a bargaining unit position which falls within a higher pay band than his/her current position, and if the maximum rate of pay for the new position is lower than the maximum rate of pay for the employee's original position, s/he will continue to receive PIO status as applicable. This is applicable in this circumstance only.

All of the above does not apply if and when;

- The employee obtains a position through the posting procedure, either in the same pay band or a different pay band which is rated lower than his or her current position.

- For the broad implementation of this new classification system only, it is agreed that the reference to when an employee may no longer receive negotiated salary increases (see clause 23.05 (b)) does not apply. Instead, the conversion rules will apply. 23.05(b) does, however, apply in any future reclassifications outside of this specific implementation process.

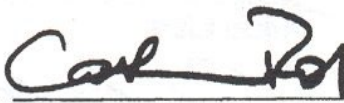
PIO status does not apply for the following two individuals; Mary Ann Buchanan and John Archer.

It is acknowledged that there are 2 positions subject to classification appeal which, depending upon review by the Employer, may be forwarded by the Alliance for arbitration. These positions are Pass Control Clerk and Safety Coordinator.

If referred to arbitration, the parties agree to Ms. Phyllis Smith as sole arbitrator to hear these two outstanding appeals.

Signed on this 4<sup>th</sup> day of October, 2000.

  
\_\_\_\_\_  
Angela E. Fong  
Edmonton Regional Airports Authority

  
\_\_\_\_\_  
Ron Cochrane  
Public Service Alliance of Canada

**Letter of Understanding # 2**

**Between**

**The Edmonton Regional Airports Authority**

**And**

**The Public Service Alliance of Canada**

Rectangular Snip

Compassionate Care Leave Without Pay

The parties hereby agree that the language regarding Compassionate Care Leave Without Pay contained in the Canada Labour Code will be made available to Employees through a link on the Employer's intranet, or on paper upon request of the Employee.

Signed on this 28 day of May, 2014

  
\_\_\_\_\_  
Kirstan Jewell  
Edmonton Regional Airports Authority

  
\_\_\_\_\_  
Tom Milne  
Public Service Alliance of Canada

**Letter of Understanding # 3**

**Between**

**The Edmonton Regional Airports Authority**

**And**

**The Public Service Alliance of Canada**

Regarding

**Article 35 - Layoff/Recall and Severance**

Within six (6) months of ratification of this Collective Agreement employees with accumulated Severance will notify the employer of their choice from the following two (2) options:

1. Cash out accumulated severance to date
  - a. Employees may choose to take the accumulated amount in whole or in part.
  - b. Employees may chose to direct all or part of the accumulated balance into their personal RRSPs, subject to their own limits
2. Leave the current or partial accumulated balance on deposit with the Employer
  - a. Any remaining balance would be paid out to the employee on their retirement or death

Further, current employees are eligible to a one (1) time expense, provided a receipt is provided to the employer, to a maximum of two-hundred dollars \$200.00 to consult with a financial advisor prior to March 31<sup>st</sup>, 2014.

Employees that select a payout of all or partial amounts of accumulated severance will be paid out at the rate of pay at the time of payout if they choose to do so prior to March 31<sup>st</sup>, 2014.

Those Employees that choose to leave the amount on deposit will be paid out at the accumulated dollar value effective March 31, 2014.

SIGNED:

The Public Service Alliance of Canada, Local 30315 UCTE

Per: Tom Milne May 23/2014  
Tom Milne Date

Edmonton Regional Airports Authority

Per: Kirstan Jewell May 28/2014  
Kirstan Jewell Date

**Letter of Understanding # 4**

**Between**

**The Edmonton Regional Airports Authority**

**And**

**The Public Service Alliance of Canada, Local 30315 UCTE**

Regarding

**Classification & Banding**

The parties recognize the current classification system has not been updated in a considerable period of time and that there may be alternative classification systems that would meet both parties needs. The parties agree to enter into discussions within six (6) months of the ratification of this Agreement regarding alternatives and solutions to resolve this issue.

Signed this 25 day of May, 2023

For the Union

For the Employer



\_\_\_\_\_  
Seth Sazant



\_\_\_\_\_  
Heather Konkin



## **Letter of Understanding # 5**

**Between**

**The Edmonton Regional Airports Authority**

**And**

**The Public Service Alliance of Canada, Local 30315 UCTE**

Regarding

### **Trade Apprenticeship**

This letter documents the understanding held by the Union and the Company with regards to compensation paid to employees who are hired as apprentices for trades that are recognized by the Government of Alberta.

The Employer, as per the collective agreement, will hire an individual to fill a vacant apprenticeship. Although this position will hold permanent status, should the incumbent not be successful in completing the apprenticeship and acquiring journeyman designation as per the Alberta Apprenticeship Board, the individual's employment will end, unless the apprentice was an employee prior to becoming an apprentice in which case the employee will be returned to their previous position.

An employee who is selected by the Employer to participate in an apprenticeship program shall be granted an apprenticeship leave, continue to be an active employee and receive their regular apprentice salary during attendance in the required schooling periods.

Should the employee fail a component or examination during the apprenticeship program they will rewrite the examination as soon as eligible, as per the Government of Alberta program regulations. The Employer will not pay wages for employee's time to rewrite examinations or complete components of the program that was failed.

Should an apprentice elect not to return to Edmonton Airports or to terminate their employment in the six (6) months following their return from apprenticeship leave, they shall repay the employer for the amount received during the apprenticeship leave.

The percentage of journeyman wages for the position of "Apprentice" shall be as set out by the Province of Alberta Apprenticeship and Industry Training Act in the following applicable Trade Regulations:

Electrician Trade Regulation  
Millwright Trade Regulation  
Heavy Duty Equipment Technician Trade Regulation  
Painter and Decorator Trade Regulation  
Plumber Trade Regulation  
Carpenter Trade Regulation

Once the employee has achieved their journeyman qualifications they will have the ability to apply for vacant trade positions for which they are qualified. Should a trade position not be vacant, the employee will have rights to recall for a period of one (1) year from the date of layoff.

It is understood that an apprentices shall not work overtime, be called-back or work shifts unless they are on shift with a journeyman of the same trade.

SIGNED:

The Public Service Alliance of Canada, Local 30315 UCTE

Per: Tom Milne May 23/2014  
Tom Milne Date

Edmonton Regional Airports Authority

Per: Kirstan Jewell May 20/2014  
Kirstan Jewell Date

**Letter of Understanding**  
**Between**  
**The Edmonton Regional Airports Authority**  
**And**  
**The Public Service Alliance of Canada**  
**Regarding**  
**Health Spending Account**

The parties agree to establish a Health Spending Account, effective in 2018, for employees as defined in Article 15, as follows:

Full-time Employees:

For 2018 and each year thereafter employees shall be provided with \$500 per year, deposited within 30 days of the date of ratification for 2018 and each January 1 thereafter.

Part-time Employees-regularly work 20 hours per week or more in accordance Article 41

As outlined above, however, the amount shall be pro-rated to correspond to FTE actual from prior year (e.g. .50 FTE=half the HSA) as is consistent with standard part-time prorating practices.

Seasonal Employees:

For 2018 and each year thereafter permanent seasonals shall be provided with \$300 per year, deposited within 30 days of ratification for 2018, and each January 1 thereafter.

Term Employees:

Term employees hired in any of the above categories, shall be eligible to receive the corresponding value as per the above, after 6 months of employment. The amount shall be pro-rated in first year based on hire date.

SIGNED:

The Public Service Alliance of Canada

Per:   
Seth Sazant

May 25, 2023  
Date

The Edmonton Regional Airports Authority

Per:   
Heather Konkin

May 25, 2023  
Date

**MEMORANDUM OF UNDERSTANDING – MULTI SECTOR PENSION PLAN**

**Memorandum of Understanding (“MOU”)**

**Between**

**Edmonton Regional Airports Authority (the “Authority”)**

**And**

**The Public Service Alliance of Canada (the “PSAC”)**

**Together, the “Parties”**

**Whereas** the Parties have signed a tentative agreement for a new collective agreement with agreed terms and conditions; and

**Whereas** this tentative agreement provides that employees hired after September 30, 2013 will participate in the Authority’s Defined Contribution Pension Plan (“DCPP”); and

**Whereas** the PSAC advised the Authority during negotiations of the existence of the Multi-Sector Pension Plan (“MSPP”) which could be made available to unionized employees in the Authority’s DCPP,

**Now therefore the Parties agree as follows:**

Provided the tentative agreement is ratified and executed by the Parties, within twenty-four (24) months of ratification of the new collective agreement, the Authority and the PSAC agree to enter into discussions to investigate the terms and conditions of the MSPP and the option of transferring unionized employees participating in the DCPP to the MSPP.

In the event that the Parties reach mutual agreement on all terms and conditions related to Authority and Authority staff participation in the MSPP and any associated transfer of funds from the DCPP to the MSPP, and subject to compliance with all applicable laws and regulations and approval of the pension regulator(s), the Parties will execute a formal agreement (“Legal Agreement”) covering all related matters. Neither Party is obligated to enter into a Legal Agreement by having entered into this MoU.

In the event that the Parties reach tentative agreement on a Legal Agreement, approval of unionized employees will be sought in accordance with applicable laws, regulations and the terms of the Legal Agreement.

The Parties expressly acknowledge and agree that this MoU does not create any liability for either Party. In the event that the Parties have not executed a Legal Agreement within 36 months of the date of this MoU, neither Party shall be obligated to continue discussions pursuant to this MoU.

SIGNED:

The Public Service Alliance of Canada, Local 30315 UCTE

Per: Tom Milne May 23/2014  
Tom Milne Date

Edmonton Regional Airports Authority

Per: Kirstan Jewell May 28/2014  
Kirstan Jewell Date

Signed on this 25 day of May, 2023.

**Signed by:**

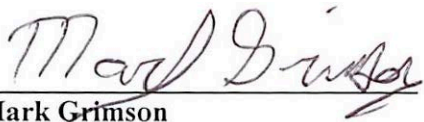
**Union**



\_\_\_\_\_  
**Marianne Hladun**



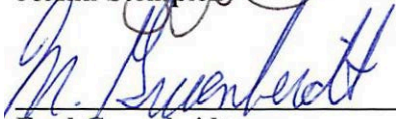
\_\_\_\_\_  
**Michael Tennant**



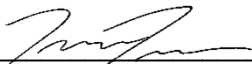
\_\_\_\_\_  
**Mark Grimson**



\_\_\_\_\_  
**JoAnn Stempien**



\_\_\_\_\_  
**Fred Gruenheidt**



\_\_\_\_\_  
**Jason Jones**



\_\_\_\_\_  
**Seth Sazant**

**Employer**

  
Peter Agnew (Jul 11, 2023 08:31 MDT)

\_\_\_\_\_  
**Peter Agnew**

  
Steve Maybee (Jul 11, 2023 13:07 MDT)

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**Steve Maybee**

  
Dean Ervin (Jul 12, 2023 06:19 MDT)

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**Dean Ervin**



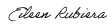
\_\_\_\_\_  
**Heather Konkin**

  
Cara Lawrence (Jul 11, 2023 13:31 MDT)

\_\_\_\_\_  
**Cara Lawrence**



\_\_\_\_\_  
**Leslie Kwasny**



\_\_\_\_\_  
**Eileen Rubiera**












# Final ERAA PSAC exp 2024 v3

Final Audit Report

2023-07-12

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By:	Heather Konkin (hkonkin@flyeia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFiRRkU2luBQ8_OZZ2PV2J6gGO_2Wcgh8

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2023-07-10 - 9:49:00 PM GMT
-  Email viewed by Peter Agnew (pagnew@flyeia.com)  
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 Signer clawrence@flyeia.com entered name at signing as Cara Lawrence


2023-07-11 - 7:31:37 PM GMT- IP address: 69.196.83.157

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 Agreement completed.

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