

COLLECTIVE AGREEMENT

between

DEER LAKE REGIONAL AIRPORT AUTHORITY INC.

and

PUBLIC SERVICE ALLIANCE OF CANADA

10 JUN 16 2008

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COLLECTIVE AGREEMENT

BETWEEN: **DEER LAKE REGIONAL AIRPORT AUTHORITY
INC., hereinafter “the Authority”**

of the one part

AND: **PUBLIC SERVICE ALLIANCE OF CANADA,
hereinafter “the Union”**

of the other part

Article 1 - General Purpose of the Agreement

1.01 The purpose of the Agreement is to maintain harmonious and mutually beneficial relationships among the Authority, the Union and the employees and to set forth herein the terms and conditions of employment upon which agreement has been reached through collective bargaining.

Article 2 - Definitions

2.01 For the purpose of this Agreement:

“Bargaining Unit Work” is work actually performed on a regular basis by members of the bargaining unit to the same extent as such work has been so performed to the commencement date of this Agreement.

“Common-law Spouse” - a common-law spouse relationship exists when, for a continuous period of at least one year, **an** employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person **as** if that person were his/her spouse.

“Day of Rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave.

“Holiday” means:

- (i) the twenty-four (**24**) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked on the day it commenced where half ($\frac{1}{2}$) or more of the hours worked fall on that day.

“Lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.

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

“Membership Dues” means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union.

“Overtime” means in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work.

“Spouse” will, when required, be interpreted to include “common-law spouse”.

Article 3 - Recognition of the Union

3.01 The Authority recognizes the Union as the exclusive bargaining agent for the employees described in the order of the Canada Industrial Relations Board dated the 5th day of May, A.D. 1999.

Article 4 -Management Rights

4.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.

4.02 The rights set forth in this Article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination.

Article 5 - Discrimination/Harassment

5.01 There shall be no discrimination,interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, political affiliation, sex, sexual orientation, family status, mental or physical disability, criminal conviction for which a pardon has been granted, or membership or activity in any union, provided that nothing herein exempts any employee from meeting any bona fide occupational qualification for his or her position.

5.02 The Union and the Authority recognize the right of all persons employed by the Authority to work in an environment free from personal and/or sexual harassment and agree that personal and/or sexual harassment will not be tolerated in the workplace and is cause for discipline, including discharge where appropriate.

- 5.03 In respect of a grievance under this Article, any level in the grievance procedure shall be waived if the person replying to the grievance is the subject of the complaint. If by reason of this Article a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
- 5.04 Grievances under this Article will be handled with all possible confidentiality and dispatch by the Union and the Authority.
- 5.05 A person alleged to have violated this Article, whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of the complaint at the earliest possible time by the person dealing with the grievance on behalf of the Authority.

Article 6 - Union Security

- 6.01 Subject to the provisions of this Article, the Authority will, as a condition of employment, deduct an amount equal to the 'monthly' membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Authority shall not be obligated to make such deduction from subsequent salary.
- 6.02 The Union shall inform the Authority in writing of the authorized monthly deduction to be checked off for each employee.
- 6.03 For the purpose of applying Article 6.02, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 6.04 An employee who satisfies the Authority (to the extent that he or she declares same in an affidavit) that he or she is a member of a religious organization registered pursuant to the *Income Tax Act*, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 6.05 No trade union, as defined in Section 2 of the Canada Labour Code, other than the Union shall be permitted to have membership dues and/or other monies deducted by the Authority from the pay of employees in the bargaining unit.
- 6.06 The amounts deducted in accordance with Article 6.02 shall be remitted to the Comptroller of the Union by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 6.07 The Authority agrees to make deductions for other purposes with the consent of the employees affected. The Authority agrees to make deductions for all Union initiation fees, insurance premiums and assessments on the production of appropriate documentation signed by the employee affected or a person purporting to act on behalf of the Comptroller of the Union.
- 6.08 The Union agrees to indemnify and save the Authority 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 Authority limited to the amount actually involved in the error.
- 6.09 The Authority agrees to supply the Union with the name and classification of any new employee within 15 days of hiring and further agrees to supply any new employee with a copy of this Agreement, where practicable, within 15 days of receipt of same from the Union or the printer. The parties agree to share the cost of printing the Collective Agreement.
- 6.10 The Union may appoint from among the employees up to three representatives and shall notify the Authority forthwith upon such appointment of the names of such representatives. Representatives appointed under this Article may assist any employee with respect to any actual or potential grievance against the Authority but shall not leave his or her work for such purpose without first obtaining permission of his or her immediate supervisor, which permission will not be unreasonably withheld. Representatives shall not suffer any loss of pay when permitted to leave work for the purposes of this Article. In addition, duly accredited representatives of the Union may, with the permission of the Authority, enter the Authority's premises to assist in the resolution of any grievance or potential grievance or attend meetings to which the Union has been invited by the Authority.
- 6.11 Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. Posting of notices or other materials, except notices related to the business affairs of the Union, shall require prior approval of the Employer. The Authority may remove any notice which it determines, acting reasonably, is adverse to its interests or is scandalous or otherwise improper.
- 6.12 The Authority will grant leave with pay, subject to operational requirements & to employees required to attend for the purposes of giving evidence before the Canada Industrial Relations Board, an arbitration board, a conciliation board or a human rights tribunal. An employee may also, subject to operational requirements, take leave with pay for a period not to exceed two hours for the purpose of meeting with Union officials to discuss a grievance or potential grievance.
- 6.13 The Authority will grant leave without pay, subject to operational requirements, to employees making representations before the Canada Industrial Relations Board, an arbitration board, a conciliation board or a human rights tribunal. The Authority will pay one half ($\frac{1}{2}$) of the salaries of up to two (2) employees for the time such employees are actually participating in negotiating sessions during collective bargaining between the Authority and

the Union or participating in meetings preparatory thereto. An employee may also take, subject to operational requirements, leave without pay to attend meetings of Union executives or directors, or meetings of a similar nature, provided that no more than one employee shall be granted such leave at any one time.

- 6.14 The Authority shall allow new employees at the time of their orientation, fifteen (15) minutes to meet with a representative designated by the Union.
- 6.15 The Authority will provide to the Executive of the Union access to a fax machine and photocopier, to the extent that such can be made available at the premises of the Authority, provided that the Union obtains prior approval of each such use of either machine, and that the use is restricted to the reasonable requirements of the Local, and in any event does not exceed 100 pages in any calendar year.
- 6.16 The Authority will make available specific locations on its premises for the placement of reasonable quantities of literature of the Union.
- 6.17 Where practical, the Authority will provide a meeting room subject to availability to the Local so that it may carry out union business.
- 6.18 All non-excluded employees who commence employment shall as a condition of employment become and remain members of the Union.
- 6.19 The Authority agrees to provide to the President of the Local Union a copy of any available current organization chart of the Authority.
- 6.20 The Authority will provide the President of the Local Union with a copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- i) any policies established by the Authority and reduced to writing affecting the employee's employment;
 - ii) full text of all benefit and pension plans;
 - iii) current job descriptions;
 - iv) any reports relative to health and safety of which the Authority is made aware which have not been generated by the Occupational Health and Safety Committee, except such material received by the Authority on a confidential basis;
 - v) name and titles of Authority excluded staff.

Article 7 - Standard Operating Procedures

- 7.01 Employees shall comply with all Authority implemented standard operating procedures and rules and regulations including those relating to conduct and work performance. The Employer agrees that in the event any employee is disciplined for failure to comply with any such standard operating procedures, rules and regulations, Article 10 (Grievance Procedure) will apply.
- 7.02 Standard operating procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Act, or the collective agreement, and an allegation of such contravention is subject to grievance procedure.

Article 8 - Job Security

- 8.01 The Authority agrees that for the life of this Collective Agreement it will not lay off any present full-time employees.

Article 9 - Bargaining Unit Work

- 9.01 Duties normally performed by employees within the bargaining unit will not be performed by excluded supervisory staff except in cases of emergencies where no other employee is available or for training purposes.
- 9.02 Volunteers will not do bargaining unit work.
- 9.03 The Authority will not contract out bargaining unit work except in cases of emergencies where no employee is available.

Article 10 - Grievance Procedure

- 10.01 Should a dispute arise between the Authority and the Union or between the Authority and an employee or employees regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, all the parties agree to attempt to settle the dispute in accordance with the following steps:

Step 1 Where an employee is aggrieved, he or she shall, within a reasonable time and not, in any event, to exceed twelve (12) working days, of the matter giving rise to the complaint first occurring, present the grievance in writing to the Airport Manager. The Airport Manager will reply in writing within five (5) working days of receipt of the grievance indicating whether any action will be taken with respect of the grievance.

Step 2 If the matter is not resolved at Step 1, the grievance, with the reply of the Airport Manager, will be referred to the President of the Authority within five (5) working days of the reply of the Airport Manager. The President will reply in writing within

five (5) working days of receipt of the grievance indicating whether any action will be taken in respect of the grievance.

Step 3 If the matter is not resolved at Step 2, the Union may, within twenty (20) days of receipt of the reply of the President, by notice addressed to the President refer the matter to arbitration in accordance with Article 11 hereof.

- 10.02 A policy grievance, a grievance in respect of harassment under Article 5 or a grievance against discharge of an employee shall be initiated at Step 2.
- 10.03 The Authority shall have the right to file a grievance concerning the interpretation, application, operations, or any violation of the Agreement. The Authority grievance shall be formally discussed with the Union for the purpose of resolution; if the matter is not thus settled, then it may proceed to arbitration.
- 10.04 No grievance shall be submitted without the written endorsement of a representative of the Union.
- 10.05 The time limits stated herein are mandatory and may be waived only in writing by the grievor, the Union and the Authority. Failure to comply with any time limit for reply to a grievance means that the grievance is deemed to be denied. Failure to comply with a time limit to submit a grievance at any step means that the grievance is deemed to be abandoned.
- 10.06 For the purposes of this article, "working day" means any day other than Saturday, Sunday or a paid holiday.

Article 11 - Arbitration

- 11.01 A grievance referred to arbitration under Article 10.01 shall be heard by a single arbitrator to be agreed between the parties, or in default of agreement within ten (10) days of the referral to arbitration, to be appointed by the minister responsible for administration of the ***Canada Labour Code***.
- 11.02 The arbitrator shall have no power or jurisdiction to amend, vary, change, modify, alter or supplement any of the terms of this Agreement.
- 11.03 The decision of the arbitrator shall be final and binding on all parties, but the arbitrator may retain jurisdiction to clarify his or her award or settle matters left to the parties for resolution on the basis of the award.

Article 12 - Suspension and Discipline

- 12.01 **An** employee may be disciplined for just cause. Just cause shall include unsatisfactory work performance. Any suspension or discharge from duty is effective immediately. The Authority shall, within twenty-four (24) hours from the time that such suspension or discharge occurs, deliver to the usual residential address of the employee as it appears on the records of the Authority a notice containing the reasons for such suspension or discharge. If such notice is not delivered within twenty-four (24) hours, the suspension or discharge will become suspension with pay upon the expiration of that twenty-four (24) hour period.
- 12.02 The Authority shall notify the Local President or a member of the Local Executive of the Union of any suspension or discharge within forty-eight (48) hours of it having occurred by delivering a written notice in that regard to his or her place of work.
- 12.03 The employee shall be advised of his or her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employees to investigate alleged misconduct of the employee. In the event that employee elects to have Union representation, he or she will be allowed to meet with a Union representative prior to the disciplinary meeting. The employee will receive a minimum of one (1) day's notice of a disciplinary meeting.
- 12.04 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 thirty-six (36) months have elapsed since the disciplinary action was taken, and no such document or written statement shall be used in any disciplinary proceeding against an employee after twenty-four (24) months from the time that the disciplinary action was taken unless the disciplinary proceeding relates to a similar type of infraction.

Article 13 - Vacation Leave

- 13.01 The vacation year shall be the fiscal year of the Authority which, as of the date of this Agreement is from December 1st to November 30th, inclusive, of the following calendar year. Notwithstanding Article 13.11 hereof, employees may carry over into the next ensuing vacation year any vacation leave credits to which they are entitled on the 1st day of December next following the coming into force of this Agreement, and on the 1st day of any subsequent year where the fiscal year of the Authority has changed. Employees will be notified, in writing, of their vacation balance at the end of the vacation year.
- 13.02 For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:
- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;

- (b) one and two-thirds ($1\frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) **anniversary** of service occurs;
- (c) two and one-twelfth ($2\frac{1}{12}$) days commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (d) two and one-half ($2\frac{1}{2}$) days commencing with the month in which the employee's twenty-ninth (29th) anniversary of service occurs.

13.03 **An** employee whose work schedule requires one hundred and thirty-six and one-half (136%) shifts per year, and who has earned pay for at least five (5) shifts for each calendar month of a fiscal year, shall **earn** vacation leave at the following rates:

- (i) eight (8) shifts per fiscal year if the employee has completed less than eight (8) years of continuous employment;
- (ii) eleven (11) shifts per fiscal year if the employee has completed between eight (8) and eighteen (18) years of continuous employment;
- (iii) fourteen (14) shifts per fiscal year if the employee has completed nineteen (19) years of continuous employment;
- (iv) sixteen (16) shifts per fiscal year if the employee has completed thirty (30) years of continuous employment.

13.04 An employee who has not earned pay for the number of shifts or days specified in Article 13.02 or 13.03 for each calendar month of the fiscal year, will earn vacation leave at one-twelfth ($1/12$) of the rate specified in Article 13.02 and 13.03 for each calendar month in which the employee earns pay for the specified number of shifts or days.

13.05 For the purpose of Article 13.02 and 13.03, all service within the Public Service of Canada prior to December 1, 1998, whether continuous or discontinuous, and all service with the Authority shall count toward vacation leave, except where a person, on leaving the Public Service, has taken severance pay. This exception shall not apply to an employee who received severance pay on lay-off from the Public Service and was hired by the Authority in 1998.

13.06 **An** employee is entitled to vacation leave with pay to the extent of the employee's earned credits.

- 13.07 Leave will be granted on an hourly basis, the number of hours debited for each day of leave being equal to the number of hours of work scheduled for the employee for the day in question. **An** employee whose work schedule requires one hundred and thirty-six and one half (136 ½) shifts per year shall not be granted less than four **(4)** hours leave unless such leave can be granted without the necessity of the Authority incurring expense for overtime. If, at the end of a vacation year, such an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half(%) shift, the entitlement shall be increased to the nearest one half (½) shift.
- 13.08 (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Subject to the following subparagraphs, the Authority reserves 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;
 - (iii) not to cancel nor alter a period of vacation which has been previously approved in writing.
- 13.09 If an employee requests his or her vacation to be rescheduled from his or her original selection, the Authority shall endeavour to accommodate the request. Such requests shall be processed in the order received. The administrative details pertaining to this procedure shall be established in consultation with the Union.
- 13.10 The Authority shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, the Authority shall give the written reason therefore, upon written request from the employee.
- 13.11 Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave
 - or
 - (b) is granted leave with pay because of illness in the immediate family (medical substantiation may be required)
 - or

(c) is granted sick leave on production of a medical certificate,

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

- 13.12 (a) The Authority agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- (b) Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment 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.
- 13.13 (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
- (i) in proceeding to the employee's place of duty
- and
- (ii) in returning to the 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 Authority.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.
- 13.14 When the Authority cancels or alters a period of vacation leave which it has previously approved in writing, the Authority 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 Authority may require. The employee must make every reasonable attempt to mitigate such losses.
- 13.15 Where in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave up to a maximum of ten (10) days credits shall be carried over into the following vacation year. In addition, over any five (5) year period, an employee may bank an additional ten (10) days of leave for use at a later time, but in no case shall leave carried over or banked exceed in total of twenty (20) **days** at any one time. All vacation leave credits not carried over or banked in accordance with this Article 13.15 shall be automatically paid in cash at the employee's daily rate of pay.

- 13.16 During any vacation year, upon application by the employee and at the discretion of the Authority, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay.
- 13.17 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the daily rate of pay immediately prior to the termination of the employee's employment.

Article 14 - Sickness/Medical Leave

- 14.01 (a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee received pay for at least ten (10) days.
- (b) An employee whose work schedule requires one hundred and thirty-six and one half (136 1/2) shifts per year shall earn credits at the rate of two-thirds (2/3) of a shift for each calendar month for which the employee earns pay for at least five (5) shifts.
- (c) A shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which he or she works shifts and he or she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.
- 14.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (a) he or she satisfies the Authority of this condition by provision of an acceptable doctor's certificate
- and
- (b) he or she has the necessary sick leave credits.
- 14.03 Notwithstanding Article 14.02, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Authority, be considered as meeting the requirements of Article 14.02 (a), if the period of leave with pay requested does not exceed three (3) days or two (2) shifts, as the case may be, and the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) days or seven (7) shifts, as the case may be. The Authority may extend the above time limits based on individual circumstances.

- 14.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Article 14.02, sick leave with pay may, at the discretion of the Authority, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave **from** any sick leave credits subsequently earned.
- 14.05 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.
- 14.06 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 Authority or reinstated for use at a later date.
- 14.07 The Authority agrees that an employee shall not be terminated for cause for reasons of incapacity at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.
- 14.08 Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments. Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.
- 14.09 **An** employee is not eligible for sick leave with pay during any period in which the employee **is** on leave of absence without pay or under suspension.

Article 15 - Maternity and Paternal Leaves and related matters

- 15.01 (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
- (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
- or
- (ii) where the employee has proceeded on maternity leave without pay and then returns to **work** for all or part of the period during which her newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two weeks after the termination date of pregnancy.
- (d) The Authority may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 14 - Sickness/Medical Leave. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 14 - Sickness/Medical Leave shall include medical disability related to pregnancy.
- (f) An employee shall inform the Authority in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this Article 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.

15.02 An employee who:

- (a) has been granted maternity leave without pay;
- (b) has completed six (6) months of continuous full-time employment before the commencement of her maternity leave without pay,
- (c) provides the Authority with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Authority; and
- (d) has signed an agreement with the Authority as described in Article 15.04

shall be paid a maternity allowance consisting of the amount required to bring her earnings in a week up to an amount equal to 93% of her weekly rate of pay taking into account the gross weekly amount of any pregnancy benefit received under the **Employment Insurance Act** and any other monies earned by her during the period.

- 15.03 **An** employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period during the commencement of maternity leave shall be entitled to **an** allowance under Article 15.02 calculated using a weekly rate of pay which bears the same proportion to the full time weekly rate of pay **as** the employees straight time earnings during the said six (6) month period bears to the straight time earnings the employee would have earned working full-time during such period, provided that no such employee shall be entitled to any allowance under this Article after the date on which her employment was due to terminate.
- 15.04 The Agreement referred to in Article 15.02 shall provide for an obligation on the employee to return to work on the expiry date of her maternity leave without pay or other approved leave and to work one full **week** for **every** week in respect of which a maternity allowance was paid. The Agreement shall further provide that the employee shall reimburse the Authority for the amounts of allowance paid in respect of which no compensatory week of work has been done under the Agreement within eighteen (18) months of the employee's return to work.
- 15.05 At the employee's request, the payment referred to in Article 15.02 will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- 15.06 The maternity allowance to which an employee is entitled is limited to that provided in Article 15.02 and an employee shall not be reimbursed for any amount that she may be required to repay pursuant to the **Employment Insurance Act**.
- 15.07 Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- 15.08 Maternity allowance payments made under Article 15.02 hereof will neither reduce nor increase **an** employee's deferred remuneration or severance pay.
- 15.09 (a) **An** employee who:
- (i) fails to satisfy the eligibility requirement specified in Article 15.02 solely because a concurrent entitlement to benefits under a disability insurance plan provided by the Authority prevents her from receiving Employment Insurance pregnancy benefits;
- and
- (ii) has satisfied all of the other eligibility criteria specified in Article 15.02, other than those related to a requirement to return to work,

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit.

- (b) **An** employee shall be paid an allowance under this Article 15.09 and under Article 15.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a) (i).
- 15.10 **An** employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Authority to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.
- 15.11 An employee's request under Article 15.10 must be accompanied or followed **as** soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Authority may obtain an independent medical opinion.
- 15.12 An employee who has made a request under Article 15.10 is entitled to continue in her current job while the Authority examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Authority:
- (a) modifies her job functions or reassigns her,
 - or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 15.13 Where reasonably practicable, the Authority shall modify the employee's job functions or reassign her.
- 15.14 Where the Authority concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Authority shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the **risk** as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

15.15 **An** employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two **(2)** weeks notice in writing to the Authority of any change in duration of the risk or the **inability** as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

15.16 (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six **(26)** consecutive weeks in the fifty-two **(52)** week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two **(52)** week period beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

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

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

(d) An employee who intends to request parental leave without pay shall notify the Authority at least four **(4)** weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

(e) The Authority may:

(i) defer the commencement of parental leave without pay at the request of the employee;

- (ii) grant the employee parental leave without pay with less than four **(4)** weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed by the Authority shall not exceed a total of twenty-six (26) weeks for both individuals combined.
- (g) Leave granted under this Article 15.16 shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

15.17 An employee who has been granted parental leave without pay, shall be paid a parental allowance on the same terms and conditions as the Maternity Allowance provided for in Article 15.02 substituting "parental benefit" for "pregnancy benefit" as required. The parental benefit shall be payable on the same terms and conditions in respect of any period of extension of parental benefits under Section 23 (3) of the *Employment Insurance Act*.

15.18 (a) An employee who:

- (i) fails to satisfy the eligibility requirement applicable under Article 15.17 solely because a concurrent entitlement to benefits under a disability insurance plan provided by the Authority prevents the employee from receiving Employment Insurance parental benefits,
- and
- (ii) has satisfied all of the other eligibility criteria applicable under Article 15.17 other than those related to a requirement to return to work,

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (**93%**) of the employee's rate of pay and the gross amount of his or her weekly disability benefit.

- (b) **An** employee shall be paid an allowance under this Article 15.18 and under Article 15.17 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a) (i).

Article 16 - Miscellaneous Leave Provisions

- 16.01 When a member of the employee's immediate family dies, an employee shall be entitled to leave for a bereavement period of four (**4**) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death. An employee is entitled to one (1) days bereavement leave with pay upon the death of a grandparent, son-in-law, daughter-in-law, brother-in-law or his spouse or sister-in-law or her spouse.
- 16.02 For the purpose of this Article, immediate family is defined as father, mother, stepfather, stepmother, fosterparent, brother, sister, spouse (including common law spouse resident with the employee), child (including child of common law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law and relative permanently residing in the employee's house or with **whom** the employee permanently resides.
- 16.03 It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. The Authority may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in Article 16.01.
- 16.04 If, during a period of sick leave, vacation leave or compensatory leave, **an** employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under Article 16.01, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- 16.05 Subject to operational requirements, the Authority shall grant leave with pay upon adequate notice in respect of appointments for medical, dental, school or adoption **purposes** or for immediate and temporary care for sick or elderly members of the employee's family, provided that no more than eight (8) days leave shall be granted to any employee under this Article 16.05 in any fiscal year.
- 16.06 Subject to operational requirements, **an** employee may be granted leave without pay for purposes related to the care and nurturing of pre-school-age children, the long term care of a parent or spouse, educational or career development purposes or other personal needs or for such other reasons as the Authority may see fit, and the Authority **shall** give reasonable consideration to any such requests for leave and any request that such leave, in the circumstances, be leave with pay.
- 16.07 The Authority shall pay persons summoned for jury service or to whom section 42 of the **Jury Act, 1991** otherwise applies, wages in accordance with that section or any successor provision.

- 16.08 Any employee who has completed one years continuous employment with the Public Service of Canada prior to December 1, 1998 and/or with the Authority shall be granted five (5) days leave with pay for the purpose of getting married. Should that employee's employment be terminated 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 to the employee during that period of leave will be repaid by the employee to the Authority.
- 16.09 Where an employee participates in a personnel selection process conducted by the Authority, the employee is entitled, to leave with pay for the period during which the employee's presence is required for the purposes of the selection process.
- 16.10 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated.

Article 17 - Classifications and Hiring

- 17.01 For the purposes of this Agreement, employees fall within one of the following classifications:

Maintenance Supervisor
Mechanic
Lead Operator
Equipment Operator
ERS Provider
Airport Technician
Clerk/Receptionist

The Authority may create such new classifications as become necessary or desirable for the efficient operation of the airport and shall notify the Union forthwith that any such new classification is created and provide a job description.

- 17.02 Where a new position is created or a vacancy occurs in any existing permanent full-time position within the bargaining unit which the Authority intends to fill, the Authority shall post notice of the availability of such position on the bulletin boards 14 days prior to filling the position and, at the same time, provide the Union with a copy of the Notice. Nothing herein prevents the Authority ~~from~~ advertising the position elsewhere concurrently with the posting provided for herein. The candidate with the most seniority meeting the qualifications for the position shall be selected.
- 17.03 The Notice referred to in Article 17.02 shall contain the following information:
- (a) summary of the duties of the position to be filled;
 - (b) salary for the position;

- (c) last date on which applications will be accepted;
- (d) qualifications required or desirable for the position, including education, knowledge, abilities, skills and experience, and qualities which will make the candidate suitable for the position or be an advantage in performing the duties ~~of~~ the position; and
- (e) The Authority may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such case the Authority shall so state on the posting.

- 17.04 Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original date of the posting shall be extended by seven (7) days.
- 17.05 Any existing employee who applies pursuant to a Notice under Article 17.02 shall be notified of the results within 7 days after a decision is made, provided that the Authority shall, in no case, advise any candidate of the decision until the successful candidate has been informed. Such existing employees, upon written request, shall be advised of why they were not selected for a posted position.
- 17.06 The Authority shall make reasonable efforts to ensure that employees on leave are made aware of positions that become available while they are on leave.
- 17.07 Upon mutual consent of the parties, the Authority may establish an eligibility list by pre-posting positions and selecting candidates in advance. The Union agrees that consent shall not be unreasonably be withheld. An eligibility list shall not exist for a period exceeding twelve (12) months.
- 17.08 Where the Authority fills a position, transfers an employee or makes any other change in the employment of employees for the purpose of or in connection with any obligation under any law or provision of this Agreement relating to human rights or accommodation of persons with disabilities or any other similar law or provision, such action shall be taken so as to cause the least possible disruption of the remaining work force, but nothing so done by the Authority shall be considered a breach of any provision of this Agreement.
- 17.09 All employees newly hired or appointed to a permanent position not previously held shall be on probation for a period of six (6) months. All employees newly hired or appointed to a seasonal position not previously held shall be on probation for a period of seven (7) months. Such employees may be terminated, or returned to their former position, if available, at any time during the probation period by the Authority, however such employee may grieve the reason for such action but may not pursue the grievance to arbitration unless it relates to an allegation to theft, fraud or harassment.

- 17.10 (a) The physical fitness standard for ERS Providers/Airport Technicians, include frequency of testing, shall be based upon the prevailing Transport Canada standard approved for airport operations. A Joint Union/Management Advisory **Committee** shall be established to provide input to fitness standards and testing, in the event the Authority undertakes to depart from the transport Canada Standard. Any different standard implemented shall be a reasonable one. Employees will be given reasonable opportunity to meet the standard.
- (b) • Operating condition permitting, the Authority shall schedule employees for exercise one (1) hour per shift on physical fitness apparatus **or** facilities provided by the Authority. The Union shall be consulted with respect to selection of such apparatus or facilities. Unavailability of exercise time shall not constitute justification for failure to meet the physical fitness standards. **An** employee who fails to meet the standard will be afforded a retest within thirty (30) days. Should the employee fail the re-test, he or she will be given a third and final opportunity to meet the standard at any time within the next sixty (60) days.
- (c) Testing shall be designed in blocks related material and any retesting shall be restricted to these blocks of material where the employee has failed to meet the standard.
- (d) Should the standards of a re-test not be met and for a six (6) month period following the date of the initial test, the employee:
- (i) Shall be eligible for assignment, without posting, to any vacant position in the bargaining unit for which the employee is qualified or could qualify within a training period.
 - (ii) May, at any time during this period, elect that his or her employment be terminated and receive severance pay in accordance with Article 22.
 - (iii) At any time during this period, the employee will continue to be given an opportunity to meet the standard and be re-tested.
- (e) In the event the employee has not obtained alternate employment with the Authority after the expiration of the six (6) month period, nor elected the options in (d) above, he or she shall be paid severance pay and his or her employment shall be terminated. An employee who refuses to accept alternate employment with the Authority shall be deemed to have abandoned his or her position and his or her employment shall be terminated.
- (f) The physical fitness standard will apply to all ERS Providers/Airport Technicians with the exception of administrative or training personnel who are not operational ERS Providers/Airport Technicians.

- (g) In the event that hours of **work** are changed **as** contemplated in Article 23.17, the Authority shall schedule employees to whom **this** Article 17.10 applies for exercise two **(2)** hours in each week.

17.11 An employee who has special knowledge or training acquired other than in the course of employment to train or instruct other employees shall be paid a premium of five dollars (\$5.00) over and above his or her regular **salary** for the duration of the course or training **period**.

Article 18 - Classification Review Process

- 18.01 The employer shall be responsible for classifying any new positions or reclassifying existing positions. All classification decisions shall be objective, unbiased and reasonable.
- 18.02 The decisions regarding any new classification or reclassification shall be reviewed by a Joint Consultation Meeting under Article 32.
- 18.03 Should the Joint Consultation Meeting be unable to reach agreement on the new classification or reclassification, the Joint Consultation Meeting shall establish a Special Classification Committee to review each new classification or reclassification on a case by case basis.
- 18.04 The member of this Classification Committee shall be able to utilize expert advice available to either party at no cost to the opposite party in its review of the matter and shall report its findings to a Joint Consultation Meeting within one (1) month of being appointed.
- 18.05 Should the Joint Consultation Meeting be unable to reach a decision on the matter after receiving the Classification Committee's report, the matter will be renegotiated on the next round of Collective Bargaining.

Article 19 - Employee Status

19.01 Casual Employees - Casual employees are employees hired for the purpose of:

- (a) temporary replacement of employees;
- (b) non-recurring work; or,
- (c) special projects.

Casual employees will be advised in writing of their termination date when hired although their employment may be terminated at any time due to a change in circumstances, subject to proper notice. Such notice to be no less than the provisions of the Canada Labour Code. If the term of employment extends beyond eighteen (18) months in the same position, the individual will be granted non-probationary, indeterminate employment status.

For the purposes of Vacation Leave, Casual employees will, at the time of hire, receive four percent **(4%)** vacation pay on a bi-weekly basis.

If the employment extends beyond six (6) months of continuous employment, the employee is eligible for coverage under the sick leave provisions **of** this Agreement, may participate in the benefit plans, and is eligible to apply on internal job competitions.

Casual employees will not be used to perform work at the bargaining unit if a full time member of the bargaining unit is available and qualified to perform the duties. Seasonal Employees will be given the first opportunity for casual work for which they are qualified in accordance with their seniority.

Full-time employees who are appointed to casual 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.

19.02 A full-time employee is **an** employee hired for an indeterminate period who has completed the probationary period. A full-time employee is entitled to all of the provisions of the collective agreement.

19.03 Seasonal employees are employees hired for winter seasonal work in airfield operations. Seasonal employees will have first opportunity for recall to perform other work, such as but not limited to, runway clearing, rubber removal, repairing pavement maintenance, escorting and ground maintenance. Seasonal employees will receive appropriate training during working hours, **and** at no cost to the employee, in order that they may perform their assigned work.

Seasonal employees will be recalled by the Authority, in order of seniority.

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

Providing there are the work requirements, seasonal employees will be recalled by the Authority, for the subsequent work season, unless the seasonal employee has been notified by the Authority not later than September 30th, that, consistent with the provisions of this Agreement he/she will not be recalled because of a change in work requirements.

Seasonal employees will not accrue vacation credits **as** per Article 13 - Vacation Leave but will be provided with six percent (6%) vacation pay on a bi-weekly basis. This percentage shall be eight percent (8%) after eight (8) seasons, ten percent (10%) after nineteen (19) seasons, and twelve percent (12%) after thirty (30) seasons. Seasonal employees will have five percent (5%) of their regular pay added to their bi-weekly pay for pension purposes,

Article 20 - Employee Performance

20.01 The employer may, and upon request by an employee shall within ten (10) days, conduct a performance review with such employee wherein all aspects of the employee's performance will be discussed and strengths and weaknesses identified to the employee.

Article 21 - Wages and Overtime

- 21.01** Wages shall be paid bi-weekly on every second Wednesday by cheque or direct deposit to the employee's designated bank account. Each employee shall be provided bi-weekly with a statement of earnings and deductions.
- 21.02** Employees shall, during the currency of this Agreement, be paid the wages specified for his or her classification in Schedule "A" to this Agreement.
- 21.03** Hours worked in excess of scheduled hours shall be paid by the Authority at the rate of one and one-half times the normal hourly rate of pay, except:
- (a) ,where an employee whose scheduled hours of work are 8 hours per day or less works more than 16 hours in any 24 hour period or more than 8 hours on any scheduled day off, such hours in excess of 16 or 8, as the case may be, shall be paid at the rate of double the normal hourly rate; and
 - (b) where an employee works on his or her second or subsequent scheduled day of rest (second or subsequent day of rest meaning the second or subsequent day in an unbroken series or consecutive and contiguous calendar days of rest), such hours on such second and subsequent days shall be paid at the rate of double the normal hourly rate.
- 21.04** An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- 21.05** When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.
- 21.06** When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the start of the next shift, then
- (a) if there is an eight (8) hour break or more prior to commencement of the next regularly scheduled shift the employee shall commence that shift as scheduled;
 - (b) if he or she continues to work, he or she shall continue to be paid at the overtime rate until he or she has had an eight (8) hour break.
- 21.07** Subject to payroll requirements, the employee shall be paid overtime earnings on the first working day of the month following the overtime worked. All such overtime shall be paid out as specified in this Article, except where an employee advises the Authority that he chooses to bank the time worked at the applicable overtime rate for the purpose of taking time off on another occasion, such time herein referred to as "compensatory time". A total of eighty (80) hours per year (maximum) of compensatory time is permitted to be banked and any compensatory time remaining banked and unused at the end of any fiscal year shall be paid out at that time.

- 21.08 The Authority agrees to provide the Local President upon request with a list of employees and their corresponding year-to-date overtime, including banked overtime.
- 21.09 **An** employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same **as** or higher than his or her current position shall receive negotiated **salary** changes **as** if he or she had not been reclassified. **An** employee who obtains a position **through** the posting procedure which is rated lower than his or her current position shall receive the lesser of the maximum rate for the new position and his or current rate of pay.
- 21.10 Full-time employees not on the Authority's premises called in to work other than scheduled hours shall be paid a minimum of three hours pay at the appropriate overtime rate. Where such employee is required to use transportation services other than normal public transportation services to attend at work, the employee shall be reimbursed for reasonable out-of-pocket expenses or a mileage allowance at the rate of 38.5¢ per kilometer when the employee travels by means of his **or** her **own** automobile.
- 21.11 When an employee reports for overtime work, which is not contiguous to the employee's regularly scheduled **shift** on that day, the employee shall be reimbursed for actual mileage from his or her usual place of residence **at** a rate \$0.385 per kilometre for a distance not to exceed twenty-six (26) kilometres. This does not apply to regularly scheduled work which falls on a designated holiday.
- 21.12 Subject to operational requirements, the Authority shall make every reasonable effort to allocate overtime work on an equitable basis among full-time employees and to give employees adequate notice of a requirement to work overtime.
- 21.13 An employee classified **as a** ERS Provider, who was receiving long service pay **as** of December 1, 1998, is entitled to be paid, in a lump sum, an amount related to the employee's period of continuous employment (in the Public Service and for the Authority) set out in the following table:

<u>Period of Continuous Employment</u>	<u>Annual Amount</u>
5 - 9 years	\$ 240.00
10 - 14 years	350.00
15 - 19 years	480.00
20 - 24 years	610.00
25 - 29 years	740.00
30 years or more	870.00

- 21.14 An employee working on shifts who works between midnight and 8:00 a.m. on any day or after 4:00 p.m. on any day, shall be paid, in addition to his usual wages, the sum of \$1.00 for each such hour worked. **An** employee working on shifts on weekends shall be paid, in addition to his regular pay, the sum of 75¢ for each such scheduled hour on Saturday and/or Sunday.
- 21.15 **An** employee assigned to fill, temporarily, a position for which a higher rate of wages **than** that for such employee's classification is paid shall receive the higher rate while actually so assigned.

- 21.16 **An** employee designated **as** Acting Manager shall, in lieu of the rates specified in Schedule "A", be paid \$25.47 per hour while so designated.
- 21.17 Where the Authority determines that due to the nature of work there **is** a need, wash-up time to a maximum of ten (10) minutes will be permitted before the end of the working day and before the lunch period.

Article 22 - Severance Pay

- 22.01 Under the following circumstances, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:
- (a) On the first lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
 - (b) On second or subsequent lay-off one (1) week's pay for each complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-clause (a) above.
 - (c) On resignation and with ten (10) or more years of continuous employment, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years.
 - (d) On retirement, when an employee is entitled to an immediate annuity or entitled to **an** immediate annual allowance a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) weeks' pay for the first complete year of continuous employment and, one (1) week's pay for each complete year thereafter. In the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by **365**, to a maximum of thirty (30) weeks' pay.
 - (e) If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) weeks' pay for the first complete year of continuous employment and, one (1) week's pay for each complete year thereafter. In the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by **365**, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.
 - (f) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
 - (g) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

22.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under Article 22.01 be pyramided.

Article 23 - Hours of Work

23.01 The scheduled hours of work for full-time employees in the various classifications shall be as follows:

Maintenance Supervisor:	Eight hours per day and an average of forty hours and five days per week.
Mechanic:	Eight hours per day and an average of forty hours and five days per week.
Equipment Operator:	Eight hours per day and an average of forty hours and five days per week.
ERS Provider:	An average of forty-two hours per week over the life of their schedule as established by the Authority.
Airport Technician:	An average of forty hours and five days per week.
Clerk/Receptionist:	Thirty-seven and one-half hours per week, seven and one-half hours per day from Monday to Friday in each week.

23.02 The scheduling of hours of work and the establishment of shift schedules shall be done by the Authority **and** shift schedules shall be posted in the relevant work areas. There shall be no split shifts. No posted schedule is to be taken as guaranteeing any minimum or maximum number of hours of work to any employee.

23.03 A winter work schedule will be in operation for equipment operators commencing November and ending April in the following calendar year. The work schedule will provide required hours coverage and average the weekly hours of work over a maximum fifty-six (56) day cycle.

23.04 In scheduling shift work, the Authority shall make every reasonable effort:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift;
- (b) to avoid excessive fluctuation in hours of work;
- (c) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;

(d) to schedule at least two **(2)** consecutive days of rest at a time.

23.05 No employee shall be scheduled to work split shifts.

23.06 The shift schedule for ERS Providers shall be based upon a “no less **than**” sixteen (16) hours - two **(2)** platoon system **as** follows:

(a) **An** employee’s scheduled hours of work shall not be construed **as** guaranteeing the employee minimum or maximum hours of work, the Authority agrees that no shift schedule shall provide for split shifts.

(b) The Authority shall post a duty roster in the firehall eight (8) days in advance.

(c) Article (b) above shall not apply to an employee when the employee is returned to his/her regular platoon following a temporary assignment.

(d) **A** shift schedule shall be posted in the firehall at the beginning of each fiscal year.

23.07 The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the President of the Union Local or designate if the change will affect a majority of the employees governed by the schedule.

23.08 The Employer shall schedule hours of work for all employees. The Employer shall, where practicable, arrange schedules, which shall remain in effect for a period of not less than six **(6)** months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. The Authority shall make every reasonable effort to allocate shifts on an equitable basis amongst employees governed by the same schedule.

23.09 An employee whose scheduled hours of work are changed without five **(5)** days prior notice:

(a) shall be compensated at the rate of time and one-half (1½) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time.

(b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with the overtime provisions.

23.10 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in costs to the Employer.

23.11 The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavor to arrange meal breaks at times convenient to the employees or as close to the mid-point of the shift as practicable.

23.12 Except where operational requirements do not permit, the Employer will provide two **(2)** rest periods of fifteen (15) minutes each per full working day, inclusive of travel, for all employees classified as Clerk/Receptionists and ten (10) minutes each for other employees.

23.13 Upon approval from the Employer, an employee may be granted flexible daily hours.

23.14 (a) A compressed hours of work schedule is a schedule which has established normal scheduled daily hours in excess of those prescribed in Article **23.01**.

(b) Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer, convert to compressed hours of work provided:

(i) no shift in excess of twelve (**12**) hours is involved;

(ii) The schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;

(iii) Shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (**3**) months' notice by either party; subject to that party providing an acceptable alternative shift schedule to the other party;

(iv) The hours of work are averaging over the life of the compressed work schedule not to exceed **fifty-six (56)** calendar days.

(c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.

(d) Except where otherwise agreed in establishing a compressed work week schedule, overtime for employees working a compressed work week shall be compensated as follows:

(i) for all hours worked up to the regular daily scheduled hours of work, straight time; and

(ii) for the overtime premium, equivalent time off in lieu will be granted,

using the following basis:

Time and one-half ($1\frac{1}{2}X$) for each hour worked in excess of the employee's normal scheduled daily hours.

(e) The provisions of this Agreement which specify days shall be converted to hours.

Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified herein. Notwithstanding the foregoing, in Article 16.01 (Bereavement Leave) and Article 16.05 (Family-related Leave), a "day" means a calendar day.

23.15 An employee who, for whatever reason, is unable to or will not be reporting for work at the employee's assigned time for reporting to work shall give notice at the earliest possible time to his or her supervisor or the Manager.

- 23.16 During the life of this Agreement, no employee shall be required to be available for stand by during off-duty hours.
- 23.17 At the option of the Authority, should regulations affecting the provision of emergency response services at the airport not required dedicated personnel for such services, the hours of work for all classifications other than clerk/receptionist may be changed to be **an** average of forty (40) hours per week over the life of the schedule by the Authority.

Article 24 - Seniority, Promotion and Lay-off

- 24.01 Employees shall be laid off in reverse order of seniority, provided that the Authority may retain a junior employee and lay-off a senior employee when the senior employee does not possess the necessary skills or abilities to perform the work required of remaining employees.
- 24.02 Seniority is defined as time worked with the Authority and, for greater certainty, includes time worked **as** a member of the Public Service of Canada prior to December 1, 1998.
- 24.03 Seniority for seasonal employees shall start at the date of hire with the Authority. For recall and layoff purposes, the date of hire at the Deer Lake Airport will be the determining factor for tie breaks provided that there has not been a break in continuous service longer than twelve (12) months.
- 24.04 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 Union.
- 24.05 The authority shall maintain and post a seniority list and post same within 60 days of the coming into force of this Agreement and thereafter on January 1 of each year if there has been a change in the list since it was last posted. **An** employee who feels that he/she is improperly placed on a seniority list shall have sixty (60) days **from** the posting date to file a grievance in accordance with the grievance procedure in this Agreement. If no grievance is filed within sixty (60) days, the list is conclusively deemed to be correct for all purposes.
- 24.06 Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority for a period of twelve (12) months From the date of appointment but shall cease to accumulate further seniority. Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for a period of ninety (90) days, and shall retain that seniority for a period of one (1) year From the date of appointment/assignment.

24.07 **An** employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall retain all previous rights in relation to seniority and benefits contained in this Agreement notwithstanding such break in employment.

24.08 Full time employees who are appointed to other positions will be returned to their former positions if the position they were appointed to was terminated. Seniority will govern relative to access to the former position.

24.09 **An** employee shall not lose seniority rights if he or she is absent from work due to sickness, accident or approved leave. Seniority rights shall be lost in the event of:

- (a) discharge;
- (b) resignation or retirement;
- (c) lay-off for a period in excess of 12 months; and
- (d) failure to return to work within 5 working days of being given notice to return after a lay-off, such notice conclusively deemed to have been given two days after mailing of it to the employee's address **as** shown on the records of the Authority.

24.10 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 in the bargaining unit.

Article 25 - Loss of Service

25.01 Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is discharged for just cause;
- (c) abandons his or her position by failing to report for duty for five (5) consecutive days unless the employee provides an explanation for his or her absence which is satisfactory to the Authority,

provided that nothing herein affects the terms or conditions of employment of any person who is not a member of the bargaining unit.

Article 26 - Benefits, Allowances and Apparel

- 26.01 The Authority shall provide, during the currency of this Agreement, an insurance plan and a pension plan providing substantially the same benefits **as** the plans put in place at the time of acquisition of the Airport by the Authority.
- 26.02** An employee who has not received at least twelve (12) hours advance notice of an overtime requirement and works three (3) or more consecutive hours of overtime immediately following the employee's scheduled working hours shall be paid a meal allowance of \$8.00. When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of \$8.00 shall be provided. Only two meals shall be provided in one overtime shift, except where an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance of \$8.00 shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work. Reasonable time to be determined by the Authority shall be allowed the employee in order that the employee may take a meal break.
- 26.03 The Authority shall provide, during the currency of this Agreement, such apparel **as** described in Schedule "B" hereto to the full-time employees mentioned therein. Seasonal employees shall be provided with safety work boots as needed, but not more frequently than once per year and sun screen as needed. The Authority shall also provide parkas, coveralls and gloves as required for seasonal workers, which items shall remain the property of the Authority.
- 26.04** The Authority agrees to provide parking at no cost to all employees.
- 26.05 Where an employee is required by the Authority to travel for purposes of his or her employment (including training purposes), the employee shall be paid at his or her regular rate of pay for time actually spent traveling between the point of departure and the destination, and return. The Authority shall pay the actual and reasonable expenses associated with such travel. Where the employee pays such expenses, the Authority shall reimburse same upon presentation of a claim supported by receipts, provided:
- (a) payment for meals shall not exceed \$9.95 for breakfast, \$10.25 for lunch and \$27.50 for dinner;
 - (b) where an employee's personal vehicle is used at the request of the Authority, a distance charge of \$0.385 per kilometer will be paid without production of a receipt;
 - (c) where an employee's personal vehicle is used at the request of the employee, a distance charge of \$0.11 per kilometer will be paid without production of a receipt.

Article 27 - Statutory Holidays

27.01 The following days are designated paid holidays for employees:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) the day proclaimed by the Lieutenant-Governor in Council for celebration of the Sovereign's Birthday (24th of May)
- (e) Canada Day
- (f) Labour Day
- (g) Thanksgiving Day
- (h) Remembrance Day
- (i) Christmas Day
- (j) Boxing Day
- (k) the day proclaimed by the Town of Deer Lake as a civic holiday.

27.02 When a day designated as a holiday under Article 27.01 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. This shall be deemed a shifted holiday.

When two (2) days designated as holidays under Article 27.01 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.

27.03 Employees who work on a holiday, in lieu of payment under Article 27.02, shall be paid at a rate of two and one half times the normal hourly rate of pay for all hours so worked or, by agreement between the employee and the Authority, be granted other time off and pay or any combination thereof which, counting the other time off at the normal hourly rate of pay, will be the equivalent of the pay to which the employee would be entitled under this Article 27.03.

27.04 Where operational requirements permit, the Authority shall not schedule an employee to work both December 25 and January 1 in the same holiday season. Where practical, an employee who has worked December 25 the previous holiday season will be given preference to have December 25 off in the subsequent season.

Article 28 - Health and Safety

- 28.01 (a) Both the Authority and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition, safe practice regulations may be developed and issued by the Authority, upon consultation with the Union representatives. The Union may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.
- (b) The Authority and the Union recognize the need for constructive and meaningful consultations on health and safety matters. The Authority 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. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.
- (c) It is agreed that the Authority will assume the costs of training employees designated as First Aid Attendants. Employees selected for training will not **suffer** a loss of regular earnings to attend first aid and CPR courses. All employees shall be first aid and CPR certified to St. John Ambulance Certification Standards.
- 28.02 Duties which are identified in legislation applicable to the Airport **as** requiring mandatory trade qualifications for their performance **will** be assigned to and performed by employees who possess the required qualifications.

Article 29 - Apprenticeship

- 29.01 **An** employee selected to participate in an apprenticeship program who is already employed by the Authority shall not have his/her pay reduced while in the program. The employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage of the journey person's rate of pay **as** established by the Apprenticeship Act. The Authority will supplement any training allowance or EI benefit to 95% of the apprentice's base salary and will ensure no loss of benefits (including health and pension) while attending school.
- 29.02 If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, he or she may be demoted or voluntarily agree to return to his/her former position.
- 29.03 **An** employee enrolled in the apprenticeship program training school shall not be entitled to premium payments (including overtime, call-back, reporting pay, or shift premiums).

Article 30 - Legal Aid

- 30.01 (a) The Authority shall undertake to assure a complete and **full** defense of any employee who is sued as a result of acts arising from the normal, non negligent performance of his or her duties.

- (b) The Authority's contribution to the cost of an employee's cost if he or she is deemed eligible shall not exceed **crown** attorney's rates plus reasonable expenses. The Authority expressly reserves the right to have any such legal fee taxed pursuant to **RULE 55 of THE RULES OF THE SUPREME COURT, 1986**, and to disallow payment of any part found to be unreasonable or excessive by a Taxing Master so duly appointed.

Article 31 - Technological Change

- 31.01 For greater certainty, the parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 31.02 Whenever the Authority 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 Authority shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.
- 31.03 The notice referred to in Article 31.02 shall be in writing and shall state:
- (a) The nature of the technological change;
 - (b) The date on which the Authority proposes to effect the technological change;
 - (c) The approximate number and classification of employees likely to be affected by the technological change; and,
 - (d) The effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.
- 31.04 Once the Authority has given the Union the notice described in Article 31.02, the Authority shall, on the request of the Union, provide the Union with a statement in writing setting out:
- (a) A detailed description of the nature of the proposed technological change;
 - (b) The names of those employees who will initially be likely to be affected by the proposed technological change; and,
 - (c) The rationale for the change.
- 31.05 During the notice period described in Article 31.02, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to effect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

- 31.06 Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Article 31.02, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

Article 32 - Joint Consultation

- 32.01 The parties acknowledge the mutual benefits to be derived from joint consultation. As such, joint consultation meetings shall be held on a quarterly basis or as mutually agreed. In addition, the President and Chair of the Board of Directors of the Authority will meet annually with Union representatives. Subject to operational requirements, the Authority will grant leave with pay to designated Union representatives who are attending such meetings where they occur during working hours.
- 32.02 Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 32.03 The Authority agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or revised policies affecting conditions of employment or working conditions not governed by this agreement.

Article 33 - Term


- 33.01 This Agreement comes into force on signing and continues in force to the 30th day of November, 2001. With the exception of Article 8, Job Security, this Agreement will continue in force from year to year thereafter unless either party gives written notice to the other not less than ninety (90) days prior to the date of termination or any anniversary thereof of its intention to enter into negotiations with respect to changes to any term of this Agreement.
- 33.02 The parties may, at any time, amend this Agreement by a further agreement in writing, but in the absence of such written agreement, no term of this Agreement shall be considered to have been amended, waived, abandoned, altered or affected by any course of conduct by the parties or any of them. This Agreement shall be construed without reference to any other document or practice except those explicitly referred to herein and constitutes the entire

agreement between the parties on the subject of terms and conditions of employment for employees at the Deer Lake Regional Airport.

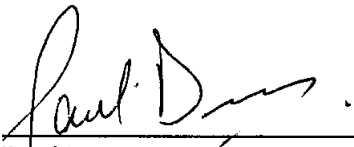
SIGNED at Deer Lake, Newfoundland this 25th day of MAY A.D., 2000.

**DEER LAKE REGIONAL AIRPORT
AUTHORITY INC.**

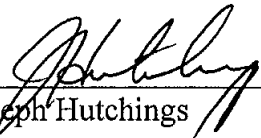
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OF CANADA**



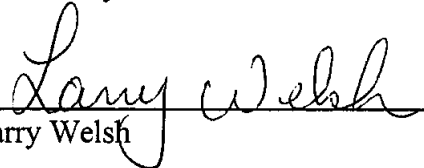
Carl Stratton



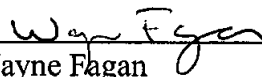
Paul Ducey



Joseph Hutchings



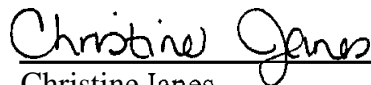
Larry Welsh



Wayne Fagan



Bruce Curlew



Christine Janes

SCHEDULE "A"

WAGE RATES

The following wage rates shall be in effect from the dates stated:

<u>Classification</u>	<u>Hourly Wage</u>		
	Dec. 1, 1999	May 1, 2000	Dec. 1, 2000
Maintenance Supervisor	\$20.66	\$21.28	\$21.92
Mechanic	\$14.85	\$15.30	\$15.76
Lead Operator.	\$14.96	\$15.41	\$15.87
Equipment Operator	\$14.51	\$14.95	\$15.40
ERS Provider/Airport Technician:	\$18.60	\$19.16	\$19.73
Clerk/Receptionist	\$17.38	\$17.90	\$18.44

SCHEDULE "B"

Persons classed **as** Lead Hand, Mechanic, Equipment Operator, Airport Technician or ERS Provider shall be provided with the following:

Winter Parka with vest as required, but not more frequently than every second year;

Three pairs of trousers per year;

Six shirts per year, short or long sleeved **as** requested by the employee;

,One tunic per year;

Coveralls, as needed;

Work gloves, **as** needed;

Sunscreen, as needed;

Safety work boots as needed, but not more frequently than once per **year**;

Head gear;

Pea jacket as required, but not more frequently than every second year; and

Rain wear as required, but not more frequently than every second year;

Protective Gear as required for ERS Providers;

Any identification crests adopted for this purpose by the Authority.