

COLLECTIVE AGREEMENT

between

DEER LAKE REGIONAL AIRPORT AUTHORITY INC.

and

PUBLIC SERVICE ALLIANCE OF CANADA
RECEIVED
APR 29 2008

12495 (03)

TABLE OF CONTENTS

	Page
Article 1 - General Purpose of the Agreement	1
Article 2 - Definitions	1
Article 3 - Recognition of the Union	2
Article 4 - Management Rights	2
Article 5 - Discrimination/Harassment	2
Article 6 - Union Security	3
Article 7 - Standard Operating Procedures	5
Article 8 - Job Security	6
Article 9 - Bargaining Unit Work	6
Article 10 - Grievance Procedure	6
Article 11 - Arbitration	7
Article 12 - Suspension and Discipline	7
Article 13 - Vacation Leave	8
Article 14 - Sickness/Medical Leave	11
Article 15 - Maternity and Paternal Leaves and related matters	12
Article 16 - Miscellaneous Leave Provisions	18
Article 17 - Conversion of Leave Days to Hours	19
Article 18 - Classifications and Hiring	20
Article 19 - Classification Review Process	21
Article 20 - Employee Status	22
Article 21 - Employee Performance	23

Article 22 - Wages and Overtime	23
Article 23 - Severance Pay	25
Article 24 - Hours of Work	26
Article 25 - Seniority, Promotion and Lay-off	29
Article 26 - Loss of Service	31
Article 27 - Benefits, Allowances and Apparel	31
Article 28 - Statutory Holidays	33
Article 29 - Health and Safety	34
Article 30 - Apprenticeship	34
Article 31 - Legal Aid	35
Article 32 - Technological Change	35
Article 33 - Joint Consultation	36
Article 34 - Term	36

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 (½) 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 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 (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 arbitral, 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 In the event of any dispute arising between any two parties mentioned in Article 10.01, discussions should take place between the employee, the Supervisor and the Airport Manager/COO to try and resolve the dispute before a grievance is filed.

Step 2 If the matter is not resolved at 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/COO. The Airport Manager/COO will reply in writing within five (5) working days of receipt of the grievance indicating whether any action will be taken with respect to the grievance.

Step 3 If the matter is not resolved at Step 2, the grievance, with the reply of the Airport Manager/COO, will be referred to the Chairperson of the board of Directors of the Authority within five (5) working days of the reply of the Airport Manager/COO. The Chairperson 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 4 If the matter is not resolved at Step 3, the Union may, within twenty (20) days of receipt of the reply of the Chairperson, by notice addressed to the Chairperson 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 3.
- 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 grievances 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.
- 11.04 The fees, charges, expenses and other costs of the Arbitrator shall be borne equally between the Authority and the Union.

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

10

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 twenty-four (24) 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. 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 twelve (12) 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 twelve (12) days of leave for use at a later time, but in no case shall leave carried over or banked exceed in total of twenty four (24) days at any one time. All vacation leave credits not carried over or banked in accordance with this Article 13.01 shall be automatically paid in cash at the employee's daily rate of pay. 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 seventh (7th) year of service occurs;
 - (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's seventh (7th) anniversary of service occurs;

- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (d) two and one-half (2%) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

13.03 An employee who has not earned pay for the number of shifts or days specified in Article 13.02 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 for each calendar month in which the employee earns pay for the specified number of shifts or days.

13.04 For the purpose of Article 13.02, 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.

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

13.06 Vacation 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.

13.07 (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.

(c) Notwithstanding sub-article 13.07(b), the Authority shall not be required to grant vacation leave even where all other conditions, including operational requirements would otherwise permit the granting of that leave where the request for leave is not made with at least seven (7) days notice and the granting of that leave cannot be accommodated without the necessity of paying overtime.

- 13.08 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.
- 13.09 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.
- 13.10 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.
- 13.11 (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.
- 13.12 (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.

13.13 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.

13.14 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.

13.15 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 earned pay for at least ten (10) days.

- (b) 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.
- 14.10 Sick 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 scheduled for the employee for the day in question.

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 employee's 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 fifty two (52) 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 **fifty** two (52) 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 seventy eight (**78**) 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 fifty two **(52)** 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, foster parent, brother, sister, spouse (including common law spouse resident with the employee), child (including child of common law spouse), stepchild or ward of the employee, 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. An employee shall only be entitled to avail of the leave to which he or she is entitled hereunder once during his or her employment with 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.
- 16.11 Subject to operational requirements and at the discretion of the Airport Manager/COO, a leave of absence without pay of up to twelve (12) months may be granted if *so* requested by any full-time employee.
- 16.12 Notwithstanding any other sub-article of this Article 16, the Authority shall not be required to grant compensatory leave where that leave cannot be granted without the necessity of paying overtime.

Article 17 - Conversion of Leave Days to Hours

- 17.01 (a) Vacation and sickness/medical leave days shall be converted to hours based on the number of regular hours an employee works or would work on **an** annual basis (disregarding overtime and leave taken) divided by 260. To greater clarify by example, an employee who works or would work 2080 hours per annum (disregarding overtime and leave taken) shall be entitled to 8 hours for each day of vacation and sickness/medical leave whereas an employee who works **or** would work 1950 hours per annum (disregarding overtime and leave taken) shall be entitled to 7.5 hours for each day of vacation and sickness/medical leave.
- (b) For leave **other than** vacation or sickness/medical leave, a day of such leave shall mean a calendar day.

Article 18 - Classifications and Hiring

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

Maintenance Supervisor
 Mechanic
 Equipment Operator
 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.

18.02 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.

18.03 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.

18.04 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.

18.05 Any existing employee who applies pursuant to a Notice under Article 18.02 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.

- 18.06 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.
- 18.07 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 withheld. **An** eligibility list shall not exist for a period exceeding twelve (12) months.
- 18.08 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.
- 18.09 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.
- 18.10 Operating conditions permitting, the Authority shall schedule Airport Technicians for exercise two (2) hours per week on on-site physical fitness apparatus or facilities provided by the Authority. The Union shall be consulted with respect to selection of such apparatus or facilities.
- 18.11 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 19 - Classification Review Process

- 19.01 The employer shall be responsible for classifying any new positions or reclassifying existing positions. All classification decisions shall be objective, unbiased and reasonable.
- 19.02 The decisions regarding any new classification or reclassification shall be reviewed by a Joint Consultation Meeting under Article 32.
- 19.03 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.

- 19.04 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.
- 19.05 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 20 - Employee Status

20.01 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.

20.02 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.

20.03 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.

The four **(4)** most senior seasonal employees recalled by the Authority for winter seasonal work shall be provided at least six hundred and eighty **(680)** hours of work in the twelve (12) month period commencing on the date of recall. The foregoing does not impose on the Authority **an** obligation to recall any minimum number **of** seasonal employees.

Seasonal employees hired to perform work normally performed by Casual Employees shall receive rates of pay and other remuneration as provided for in this Agreement for Seasonal Employees.

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 21 - Employee Performance

21.01 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 22 - Wages and Overtime

22.01 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.

22.02 Employees shall, during the currency of this Agreement, be paid the wages specified for his or her classification in Schedule "A" to this Agreement.

- 22.03 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 in any 24 hour period works more than twice the number of hours than he or she is ordinarily scheduled to work in such a period or where an employee on any scheduled day off works more than the number of hours that he or she would ordinarily work on a work day, such hours 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.
- 22.04 An employee is entitled to overtime compensation on the following basis:
- (a) Pay for ½ hour for each period of overtime worked up to thirty (30) minutes.
 - (b) Pay for 1 hour for each period of overtime worked in excess of thirty (30) minutes and up to sixty (60) minutes.
- 22.05 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.
- 22.06 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.
- 22.07 Subject to payroll requirements, employees shall be paid overtime earnings on a bi-weekly basis with their regular pay. 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.
- 22.08 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.
- 22.09 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.

- 22.10 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 \$0.45 per kilometre 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 \$0.45 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.
- 22.12 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. All overtime shall be maintained in a logbook and be maintained on a continuous basis from year to year.
- 22.13 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.
- 22.14 **An** employee designated as Acting Director **of** Operations shall be paid an additional \$1.75 per hour over the employee's regular rate of pay.
- 22.15 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 23 - Severance Pay

- 23.01 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 ($\frac{1}{2}$) 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) week's 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) weeks pay for each complete year thereafter. In the case of a partial year of continuous employment, one (1) weeks 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 weeks pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

23.02 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 **23.01** pyramided.

Article 24 -Hours & Work

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

Maintenance Supervisor:	Forty hours per week, eight (8) hours per day from Monday to Friday in each week.
-------------------------	---

Mechanic:	An average of forty (40) hours per week over the life of the schedule established by the Authority.
Equipment Operator:	An average of forty (40) hours per week over the life of the schedule established by the Authority.
Airport Technician:	An average of forty (40) hours per week over the life of the schedule established by the Authority.
Clerk/Receptionist:	Thirty-seven and one-half hours per week, seven and one-half hours per day from Monday to Friday in each week.

- 24.02 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.
- 24.03 A winter work schedule will be in place for winter operations. The work schedule will provide required hours of coverage and average the weekly hours of work over the life of the schedule.
- 24.04 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.
- 24.05 No employee shall be scheduled to work split shifts.
- 24.06 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.
- 24.07 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.

- 24.08 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 **(1.5)** 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.
- 24.09 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.
- 24.10 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.
- 24.11 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.
- 24.12 Upon approval from the Employer, an employee may be granted flexible daily hours.
- 24.13 (a) A compressed hours of work schedule is a schedule which has established normal scheduled daily hours in excess of those prescribed in Article 24.01.
- (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.

24.14 **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.

24.15 During the life of this Agreement, no employee shall be required to be available for stand by during off-duty hours.

Article 25 - Seniority, Promotion and Lay-off

25.01 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.

25.02 Seniority is defined **as** time worked with the Authority. In addition, seniority for full-time employees includes time worked as a member of the Public Service of Canada prior to December 1, 1998.

25.03 Seniority for seasonal employees shall include time worked with the Authority and time worked with the Public Service Alliance of Canada, providing there has not been a break in continuous service longer than twelve (12) months.

25.04 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.

- 25.05** 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.
- 25.06** 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.
- 25.07** **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.
- 25.08** 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.
- 25.09** **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.
- 25.10** **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 26 - Loss of Service

26.01 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 27 - Benefits, Allowances and Apparel

27.01 The Authority shall provide, during the currency of this Agreement, in respect of employees who were full time permanent employees prior to December 1, 2006, a pension plan providing substantially the same benefits as the pension put in place at the time of acquisition of the Airport by the Authority.

27.02 (a) In respect of employees who became or become full-time, permanent employees on or after December 1st, 2006, the Authority agrees to establish a defined contribution pension plan whereby the Authority will match the contributions of each such employee to the plan up to a maximum of 5% of the annual regular earnings of the employee from the Authority (excluding overtime, shift differential, lead hand and other non-regular earnings) subject to 27.02(b).

(b) Employees who become full-time, permanent employees on or after December 1st, 2006, shall not become eligible to join the defined contribution pension plan until after completion of their six (6) month probation period. The contributions of the Authority to the defined contribution pension plan on behalf of an employee shall not vest in that employee until they have been a member of the plan for two (2) years and in the event an employee ceases to be an employee of the Authority prior to being a member of the plan for two (2) years, the contributions made by the Authority in respect of that employee shall be returned to the Authority.

27.03 The Authority shall provide during the currency of this Agreement an Insurance Plan providing substantially the same benefits as the Insurance Plan put in place at the time of acquisition of the Airport by the Authority.

27.04 In respect of employees who were full-time, permanent employees of the Authority prior to December 1st, 2006 the Authority agrees to pay to such employees, who are in receipt of disability insurance under the Insurance Plan put in place by the Authority, but not

receiving maximum benefits under that Plan because they are subject to a non-evidence, maximum benefit, a monthly sum equivalent to the difference between the net sum being received by the employee and the net sum which would have been received by the employee if he or she were receiving maximum benefits under the Insurance Plan. Notwithstanding the foregoing, an employee's entitlement to such monthly sum shall be conditional on that employee taking all necessary steps on an ongoing basis to attempt to make himself/herself not subject to the non-evidence, maximum benefit under the Insurance Plan

- 27.05 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 \$10.00. When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of \$10.00 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 \$10.00 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.
- 27.06 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 twelve (12) months' worked 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.
- 27.07 The Authority agrees to provide parking at no cost to all employees.
- 27.08 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 \$10.00 for breakfast, \$12.00 for lunch and \$30.00 for dinner;
 - (b) where an employee's personal vehicle is used at the request of the Authority, a distance charge of \$0.45 per kilometer will be paid without production of a receipt;
 - (c) here an employee's personal vehicle is used at the request of the employee, a distance charge of \$0.20 per kilometer will be paid without production of a receipt;
 - (d) The employee shall be entitled to the sum of \$10.00 per day to cover incidental

expenses;

- (e) **An** employee who avails of private accommodations rather than public accommodations shall be compensated at the rate of \$50.00 per night.

Article 28 - Statutory Holidays

28.01 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.

28.02 When a day designated as a holiday under Article **28.01** 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 28.01 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.

28.03 Employees who work on a holiday, in lieu of payment under Article 28.02, 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 **28.03**.

28.04 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 29 - Health and Safety

- 29.01 (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 all employees in First Aid and CPR and in required re-certification on same.. Employees 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. Employees not able to attend Authority scheduled training will be given alternate training opportunities.

29.02 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 30 - Apprenticeship

30.01 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.

30.02 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.

30.03 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 31 - Legal Aid

31.01 (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 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 32 - Technological Change

32.01 For greater certainty, the parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

32.02 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.

32.03 The notice referred to in Article **32.02** 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.

32.04 Once the Authority has given the Union the notice described in Article **32.02**, 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.

32.05 During the notice period described in Article **32.02**, 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.

32.06 Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Article **32.02**, 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 33 - Joint Consultation

33.01 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.

33.02 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.

33.03 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 34 - Term

34.01 This Agreement is effective from December 1, 2006 and continues in effect to the 30th day of November, 2011.

34.02 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.

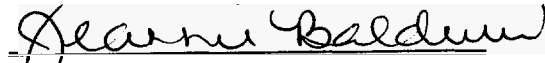
SIGNED at Deer Lake, Newfoundland, this 4th day of April, A.D., 2008.

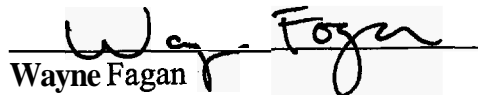
**DEER LAKE REGIONAL AIRPORT
AUTHORITY INC.**



Jamie Schwartz
Airport Manager/Chief Operating Officer

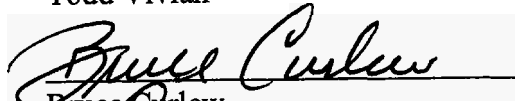

Todd Lee - Chair

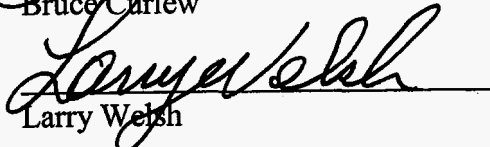
**PUBLIC SERVICE ALLIANCE
OF CANADA**


Jeannie Baldwin


Wayne Fagan


Todd Vivian


Bruce Curlew


Larry Welsh

SCHEDULE "A"

WAGE RATES

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

Classification	Hourly Wage				
	Dec. 1 2006	Dec. 1 2007	Dec. 1 2008	Dec. 1 2009	Dec 1 2010
Maintenance Supervisor	\$25.18	\$26.19	\$27.24	\$28.33	\$29.75
Mechanic	\$18.78	\$19.53	\$20.31	\$21.12	\$22.18
Equipment Operator	\$18.40	\$19.14	\$19.91	\$20.70	\$21.74
Airport Technician	\$22.91	\$23.82	\$24.78	\$25.77	\$27.06
Clerk/Receptionist	\$21.56	\$22.43	\$23.32	\$24.26	\$25.47
Temporary Clerk/Receptionist	\$15.49	\$16.11	\$16.76	\$17.43	\$18.30

Lead Hand Pay

During the period that the winter operations schedule is in effect the Senior Airport Technician scheduled to work and on duty during such times when the Maintenance Supervisor is not on duty shall act as Lead Hand and receive, in addition to his regular pay, the amount of \$1.00 per hour for all hours worked as Lead Hand. Should the Senior Airport Technician scheduled to work and on duty decline the opportunity to act as Lead Hand, it shall be offered to the other Airport Technicians scheduled to work and on duty in order of seniority. Provided that if the other Airport Technicians scheduled to work and on duty also decline the opportunity to act as Lead Hand, the Senior Airport Technician scheduled to work and on duty shall be obligated to act as Lead Hand. For greater certainty, an Airport Technician not scheduled to work but called in to work shall not displace a less senior Airport Technician as Lead Hand who is already acting in that capacity.

Annual Bonus re Shift Work

An annual allowance of \$1,500.00 shall be paid to all employees who work **shift** work, provided that the amount of such allowance payable to employees who work shift work for **only** part of a year shall be pro-rated based on the number of weeks during the year that such employee works shift work.

SCHEDULE "B"

Permanent full-time employees classed as Maintenance Supervisor, Mechanic, Equipment Operator or Airport Technician 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 or, more if shown they are required (i.e., mechanic);

Six shirts per year, short or long sleeved as requested by the employee or more if shown they are required (i.e., mechanic);

One sweater per year;

Coveralls, as needed;

Work gloves, as needed;

Sunscreen, as needed;

Safety sunglasses as needed

Safety work boot rebate of one hundred fifty dollars (\$150.00) as needed upon provision of a receipt, but not more frequently than once per year;

Baseball Hat;

Light Weight nylon jacket with logo of the Authority and name embroidered as required, but not more frequently than every second year;

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

Protective Gear **as** required for Airport Technicians; and

Any identification crests adopted for this purpose by the Authority.

Persons classed as clerks/receptionists shall receive a clothing allowance of \$200.00 per twelve (12) months worked during the life of this Agreement.

The Authority agrees to provide a new washer and dryer for use by the employees in cleaning their work clothing.

The Authority agrees to contribute to the Social Justice Fund of the Union a sum equivalent to \$0.01 per hour worked for each member of the Union employed with the Authority.