

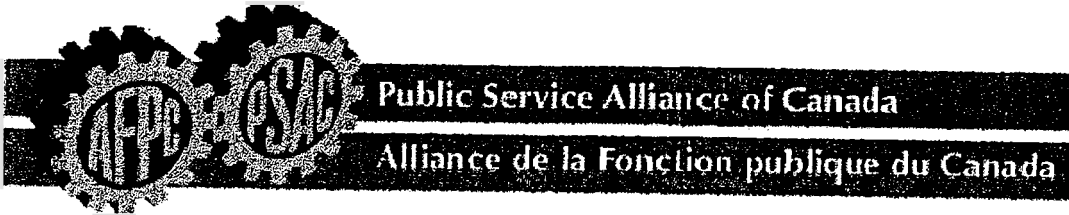
# COLLECTIVE AGREEMENT

BETWEEN



Saskatoon Airport Authority

AND



SASKATOON AIRPORT LOCAL 40404

RECEIVED  
JUN 23 2011

Expiry Date: June 30, 2014

12619 (03)

## TABLE OF CONTENTS

ARTICLE 1	PURPOSE AND DEFINITIONS.....	1
ARTICLE 2	RECOGNITION.....	1
ARTICLE 3	MANAGEMENT RIGHTS.....	2
ARTICLE 4	CHECK OFF.....	2
ARTICLE 5	JOB SECURITY.....	3
ARTICLE 6	STRIKES AND LOCKOUTS.....	3
ARTICLE 7	JOINT CONSULTATION.....	4
ARTICLE 8	INFORMATION.....	5
ARTICLE 9	USE OF EMPLOYER FACILITIES.....	6
ARTICLE 10	EMPLOYEE REPRESENTATIVES.....	6
ARTICLE 11	GRIEVANCES.....	7
ARTICLE 12	SUSPENSION AND DISCIPLINE.....	10
ARTICLE 13	NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION IN THE WORKPLACE.....	11
ARTICLE 14	EMPLOYEE STATUS.....	14
ARTICLE 15	PROBATION.....	18
ARTICLE 16	HOURS OF WORK.....	19
ARTICLE 17	OVERTIME / REPORTING PAY.....	22
ARTICLE 18	CALL-BACK.....	26
ARTICLE 19	STANDBY.....	26

ARTICLE 20 WASH-UP TIME..... 27

ARTICLE 21 SHIFT PREMIUMS..... 27

ARTICLE 22 PAY ADMINISTRATION..... 28

ARTICLE 23 LEAVE - General..... 29

ARTICLE 24 DESIGNATED PAID HOLIDAYS..... 30

ARTICLE 25 VACATION LEAVE..... 32

ARTICLE 26 EDUCATION AND CAREER DEVELOPMENT LEAVE ..... 35

ARTICLE 27 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS..... 37

**ARTICLE 28 OTHER LEAVE WITH OR WITHOUT PAY..... 38**  
 Leave with Pay for Family Related Responsibilities ..... 39  
 Elder Care..... 40  
 Court Leave ..... 40  
 Injury-on-Duty Leave/ Work Related Illness Leave..... 41  
 Religious Observance..... 41  
 Bereavement Leave with Pay..... 42  
 Maternity Leave and Parental Leave Without Pay..... 43  
 Maternity Leave Without Pay ..... 44  
 Maternity Leave Allowance ..... 45  
 Parental Leave Without Pay ..... 46  
 Leave Without Pay for the Care/Nurturing of Pre-School Age Children ..... 47  
 Leave With or Without Pay for Other Reasons..... 48

ARTICLE 29 **STAFFING..... 49**

ARTICLE 30 NEW JOBS ..... 50

ARTICLE 31 STATEMENT OF DUTIES..... 51

ARTICLE 32 EMPLOYEE PERFORMANCE REVIEW..... 51

<b>ARTICLE 33</b>	<b>TECHNOLOGICAL CHANGE.....</b>	<b>52</b>
<b>ARTICLE 34</b>	<b>BREAK IN SERVICE AND EMPLOYMENT.....</b>	<b>52</b>
<b>ARTICLE 35</b>	<b>SENIORITY.....</b>	<b>53</b>
<b>ARTICLE 36</b>	<b>HEALTH AND SAFETY.....</b>	<b>54</b>
<b>ARTICLE 37</b>	<b>SICK LEAVE WITH PAY.....</b>	<b>55</b>
<b>ARTICLE 38</b>	<b>PENSIONS.....</b>	<b>57</b>
<b>ARTICLE 39</b>	<b>HEALTH &amp; BENEFIT PLANS.....</b>	<b>58</b>
<b>ARTICLE 40</b>	<b>REGISTRATION FEES.....</b>	<b>59</b>
<b>ARTICLE 41</b>	<b>RESTRICTION ON OUTSIDE EMPLOYMENT.....</b>	<b>60</b>
<b>ARTICLE 42</b>	<b>PARKING.....</b>	<b>60</b>
<b>ARTICLE 43</b>	<b>TRAVEL.....</b>	<b>60</b>
<b>ARTICLE 44</b>	<b>UNIFORMS AND CLOTHING AND TOOLS.....</b>	<b>61</b>
<b>ARTICLE 45</b>	<b>LAYOFF/ RECALL.....</b>	<b>62</b>
<b>ARTICLE 46</b>	<b>DURATION.....</b>	<b>63</b>

## ARTICLE 1

### PURPOSE AND DEFINITIONS

- 1.01 The purpose of the Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of the Agreement apply to the Alliance, employees and the Employer.
- 1.03 "Alliance" means the Public Service Alliance of Canada (PSAC).  
"Employer" means the Saskatoon Airport Authority (SAA).  
"Employee" means person who is a member of the bargaining unit described in Article 2.

## ARTICLE 2

### 1.01

- 2.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board dated May 7, 1999, as amended from time to time.
- 2.02 For greater clarity, "employee" shall mean:  
All employees of the Saskatoon Airport Authority, otherwise called the "Employer", as per certificate.
- 2.03 In the event that the parties fail to agree on whether the position shall be included or excluded, either party may refer the case to the Canada Industrial Relations Board for decision.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

- 3.01 Except to the extent provided herein, the management and direction of employees shall be vested in the Saskatoon Airport Authority whose management rights are in no way restricted.
- 3.02 The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this Collective Agreement reasonably, fairly, in good faith and without discrimination.

## **ARTICLE 4**

### **CHECK-OFF**

- 4.01 All employees as a condition of employment must become and remain members in good standing of the Alliance. For new employees, membership shall commence on the initial date of employment.
- 4.02 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit, commencing with the first full month of employment. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obliged to make such deductions from subsequent salary.
- 4.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 No employee organization other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 4.05 The amounts deducted in accordance with Article 4.02 shall **be** remitted to the Comptroller of the Alliance by cheque within 25 days after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

## **ARTICLE 5**

### **JOB SECURITY**

- 5.01 Persons not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except in cases of emergency, or when no qualified employees covered by this Agreement are readily available to perform the duties, or when there are insufficient qualified employees readily available to perform the work required.
- 5.02 Subject to the willingness and capacity of individual employees to accept reassignment and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.
- 5.03 a) Subject to 5.01 and 5.03 (b), for the life of the collective agreement there shall be no contracting out of bargaining unit work.
- b) The Employer shall be permitted to contract out work currently or historically provided through contracted services.

## **ARTICLE 6**

### **STRIKE AND LOCKOUTS**

- 6.01 There shall be no strike or lockout (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- 6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employers premises, the Employer will make every reasonable effort to ensure a safe access to the workplace.

- 6.03 If employees are prevented from performing their duties because of a strike or lockout on the premises of another Employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are deployed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04 The Employer shall not assign any employee work normally performed by a tenant's employees who are lawfully on strike or locked out.
- 6.05 If an employee refuses to cross any legal picket line, the employee shall be deemed to be on unpaid leave and shall not be paid for time not worked and the employee shall not be subject to discipline.

## **ARTICLE 7**

### **JOINT CONSULTATION**

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions to develop guidelines aimed at the development and introduction of appropriate processes to facilitate joint consultation on matters of common interest.
- 7.02 Joint consultation meetings will be held when required, at the request of either party.
- 7.03 Joint consultation meetings will have no authority to amend or alter the collective agreement or deal with grievances.
- 7.04 A quorum which includes at least two (2) members from both parties will be required to officially conduct business. The CEO and the Local President or their designated representatives must form part of the quorum.
- 7.05 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.



## **ARTICLE 8**

### **INFORMATION**

- 8.01** The Employer shall provide the Local with the names, position title, employee status and work location of newly appointed employees, within one month from the date of appointment.
- 8.02** The Alliance agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the Collective Agreement.
- 8.03** The Employer agrees to provide the President of the Union Local of PSAC with a copy of the Employer's current organization chart upon request.
- 8.04** The Employer will provide the President of the Union Local of PSAC access to and a copy upon request, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- a) policies bearing on employee's employment;
  - b) full text of all benefit and pension plans;
  - c) courtesy copies of those Board documents which are public record and notice of Board appointments;
  - d) current and accurate job descriptions;
  - e) health & safety reports generated outside OSH Committee; and
  - f) names and titles of all excluded staff.
- 8.05** Upon request of an employee, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of any document in their personnel file.
- 8.06** The Employer shall maintain personnel files for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on those files unless a copy of the report or document has been given to the employee in accordance with Article 12.

## **ARTICLE 9**

### **USE OF EMPLOYER FACILITIES**

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union. Such approval shall not be unreasonably withheld.
- 9.02 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 9.03 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer.
- 9.04 With sufficient notice, the Employer will provide a meeting room, subject to availability, to the Local so that it may carry out union business.
- 9.05 The Employer agrees to allow the Union access to a photocopier for reasonable copying of official Union materials, provided the Union supplies its own paper.

## **ARTICLE 10**

### **EMPLOYEE REPRESENTATIVES**

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

## ARTICLE 11

### GRIEVANCE PROCEDURE

- 11.01 The Employer and the Union agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives where discussions, relating to problems or differences occur, the time limits in the Complaint Step will be extended by mutual agreement by the appropriate number of days.
- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits ~~set~~ out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. In the case of employees working in operations where the days of rest are other than Saturdays and Sundays, then their days of rest shall be excluded. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits
- 11.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it **has** received the Employer's response.

11.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the union representative shall be given reasonable leave with pay to attend meetings pertaining to the grievance. The employee(s) and the union representative shall be given leave with pay for meetings with the employer. At either Complaint Step or Step 2, the Employer representative may be assisted by a designated employer representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure

11.06 The employee(s) shall be advised of their right to have a union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

## **STEPS OF THE GRIEVANCE PROCEDURE**

### **Complaint:**

- Within twenty-five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Union may submit a written complaint to the Employer representative.

Within twenty (20) days of the receipt of the complaint the Employer representative shall meet and provide a written response to the employee(s) and the Union representative.

In calculating the twenty (20) day period referred to above only days during which the employee(s) is actively at work shall be counted. Where an employee(s) commences a leave period during the twenty (20) day period, calculation of the time in which the employee(s) has submitted the complaint **will** be suspended. Upon return to work the employee shall have the balance of the twenty (20) day period as calculated above in which to submit the complaint.

## STEP 2

If a satisfactory settlement has not been obtained under the complaint, employee(s) and or the Union representative may within ten (10) working days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to an Employer representative designated as Step 2 with a copy to Human Resources. This designated Employer representative shall call a meeting and render a decision within ten (10) working days of the receipt of the grievance.

## STEP 3:

If the grievance is not satisfactorily settled under Step Two (2), then the grievance may be referred to arbitration, within twenty five (25) days of the expiry of the time limits set out in Step Two (2).

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

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

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

The arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (½) the cost of the arbitrator.

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

## ARTICLE 12

### SUSPENSION AND DISCIPLINE

**12.01** Where it appears during any meeting with an employee, that the nature of such a meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated.

12.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a disciplinary decision, concerning that employee, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of two **(2)** days' notice of such a meeting, and the written reasons for such a meeting.

12.03 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty or discharged, the Employer undertakes to notify the employee, in writing of the reason for such suspension or discharge. The Employer will give such notification at the time of the suspension or discharge.

If the employee does not receive the written reason for such suspension or discharge, the employee shall be deemed to be suspended with pay until the written notice is received.

12.04 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen **(14)** days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.

**12.05** If an employee files a grievance against a written reprimand, suspension, or discharge in accordance with Article 11, the Employer will postpone that disciplinary action until the grievance is resolved except when the President & CEO has determined that there has been a theft, breach of trust or serious misconduct.

12.06 In order of severity, the types of disciplinary action shall be:

Counselling;  
Oral reprimand;  
Written reprimand;  
Suspension;  
Dismissal.

12.07 In the event that an employee commences a grievance against a written reprimand, suspension or dismissal, the Employer shall, after receipt of the grievance, provide the union with that employee's previous disciplinary record as soon as possible but no later than the date of the Step One grievance meeting.

12.08 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 has elapsed since the disciplinary action was taken provided that no further disciplinary action regarding the matter referred to in this document or written statement has been recorded during this period.

12.09 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.

## **ARTICLE 13**

### **NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION IN THE WORKPLACE**

13.01 The Employer, the employees and the Alliance recognize the right of all persons employed by the Employer to work in an environment free from harassment, including personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.

13.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and criminal record for which a pardon has been granted, or membership or activity in the Union.

- 13.03 a) Sexual harassment is any incident or series of incidents which may cause offense or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- b) Personal harassment is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
- 13.04 a) To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:
- the prevention of abuse of staff;
  - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
  - prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);
  - the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour;
  - the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
  - confidentiality of information.
- b) The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.
- 13.05 Enforcement of clause 13.02 and 13.03 shall be via the complaint process set out in clause 13.06. Grievances concerning the application or interpretation of this article shall go directly to the final level of the grievance procedure as contained in Article 11.



## 13.06 Processing and Mediation of Harassment and Discrimination Complaints

### a) Step 1 Informal

Informal problem solving should be undertaken if appropriate and not already attempted.

### b) Step 2 Complaints

If the employee(s) feels that the informal procedure is unsuccessful or inappropriate, the employee may file a complaint with the Director, Human Resources, within twenty-five (25) working days from the end of the informal procedure.

### c) Step 3 Independent Investigation

- (1) Within one week of the filing of a complaint under this article, the Employer will appoint an independent fact-finder who will be required to report within four weeks of appointment unless an extension is granted by mutual consent between the Employer and the complainant and their Alliance representative.
- (2) The investigator will act under guidelines for investigation developed jointly by the Employer and the Alliance. These guidelines will provide for due process and full disclosure of results to all principals. The investigator will have powers under the Inquiries Act. All costs of the independent investigation will be paid by the Employer.
- (3) Complainants and respondents have the right to be accompanied by an Alliance representative during the investigation process.
- (4) Full copies of the completed investigation report will be provided to the Alliance and the Employer. The parties will preserve confidentiality, but the Alliance may provide copies or parts thereof to employees it is representing in the complaint, who in turn must preserve the confidentiality of the report.

d) Step 4 Mediation

Mediation upon mutual consent of the parties is available at any stage of the process and is strongly encouraged. Mediators may be independent of the investigation process. Mediators are not to be compellable witnesses in any related proceeding and are not to keep records except for statistical purposes and for recording of settlements. All cost of mediation will be paid by the Employer.

e) Step 5 Binding Complaint Conciliation

After completion of the independent investigation and failing successful resolution via mediation, the matter will be referred to binding complaint conciliation before a conciliator mutually acceptable to the Employer and the Alliance. The conciliator so appointed, after meeting with the parties will recommend appropriate remedies based on the investigation report.

Appropriate remedies will have to be fair to all parties involved, i.e. complainants, respondents and the Employer and shall aim at making the complainant whole. Should the conciliator find the investigation report incomplete or unsatisfactory, the conciliator will have the power to order a new or revised investigation. **Should** the conclusions not be accepted which were drawn by the investigation report, altered conclusions may be drawn. The Employer and the Alliance agree to accept and implement the findings of the binding complaint conciliator. All costs of the binding complaint conciliation will be paid by the Employer unless the complainant is represented by the Alliance wherein such case all costs will be equally shared by the Employer and the Alliance.

## **ARTICLE 14**

### **EMPLOYEE STATUS**

#### **14.01 Permanent Full Time Employees**

Full-time employee is an employee whose hours are those established in Article 16 – Hours of Work.

## 14.02 Seasonal Employees

Seasonal employees are employees hired primarily for winter seasonal work in airfield operations as Airfield Maintenance Specialists.

### Entitlements

Unless otherwise provided for in this agreement and subject to **the** employee meeting the eligibility criteria of the benefit plans, seasonal employees shall be entitled to all the provisions provided under this agreement.

### Pension Plan

Seasonal employees will not be eligible to participate in the Saskatoon Airport Authority Pension Plan.

### Severance Pay

Seasonal employees will not be entitled to severance pay.

### Vacation Pay

Seasonal employees shall be paid 6% of gross earnings at the end of their seasonal employment period in lieu of vacation leave credits.

### Recall

Subject to the establishment of labour requirements for the following season, seasonal employees will be offered seasonal employment for the subsequent **work** season by the employer.

## 14.03 Term Employees

Term employees are employees hired for the purpose of:

- i) replacement of permanent employees **who** are on leave with or **without** pay;
- ii) non-recurring work; or,
- iii) short term **work** assignments, or
- iv) special projects where there are no qualified bargaining unit employees.

Term employees will be advised in writing of their termination date when hired.

### Entitlements

Unless otherwise provided for in this agreement and subject to the employee meeting the eligibility criteria of the benefit plans, term employees shall be entitled to all the provisions provided under this agreement.

### Pension Plan

Term employees will not be eligible to participate in the Saskatoon Airport Authority Pension Plan.

### Severance Pay

Term employees will not be entitled to severance pay.

### Vacation Pay

Term employees will earn vacation leave at the appropriate rate in accordance with Article 25 – Vacation Leave; unused balance of leave at the end of the term will be paid out.

### Recall

Term employees are not entitled to recall provisions.

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

## 14.04 Permanent Part Time Employees

A part-time employee is an employee whose hours are less than those established in Article 16 – Hours of Work, but not less than ten (10) hours and not greater than thirty (30) hours per week. Part-time employees will be paid at the straight time rate of pay for all work performed up to the normal daily or weekly hours specified for full time employees.

### Entitlements

Unless otherwise provided for in this agreement and subject to the employee meeting the eligibility criteria of the benefit plans, part-time employees shall be entitled to all the provisions provided under this agreement, in the same proportion as their assigned weekly hours of work compared with the normal weekly hours of work specified of full time employees, as established in the Hours of Work Article.

### d Paid Holidays

Part-time employees shall not be paid for designated paid holidays, but shall instead be paid 4.2% per pay period for all straight time hours worked.

### Vacation Leave Entitlements

A part-time employee will accumulate vacation leave, each month for which the employee has been paid for a total of twice the number of hours in their work week, at the same proportion as their assigned weekly hours of work compared with the normal weekly hours of work specified of full time employees.

### Sick Leave Entitlements

A part-time employee will earn sick leave monthly at the rate of one-quarter of the number of hours in the employee's weekly hours, for each month in which the employee has been paid for a total of twice the number of hours in their work week,

### Severance Pay

Where the period of employment consists of any period of part-time employment the benefit shall be consolidated to equivalent full-time and referred to Article 34.

### Medical, Dental and Insurance Plans

Employee must work at least 15 hours per week on a regular basis to qualify. The insurance coverage in medical and dental shall not be prorated.

### Pension Plans

Part-time employees are eligible to participate in the Saskatoon Airport Authority Pension Plan at the completion of 24 months of continuous service and have earned at least 35% of the YMPE in each of two consecutive calendar years.

### Bereavement / Adoption / Paternity / Care and Nurturing Leave

Such conditions shall not be prorated.

### Maternity Leave

The length of leave shall not be prorated; the maternity leave allowance will be prorated in the same proportion to the average hours worked over the previous six (6) months.

### Recall

Part-time employees are not entitled to recall provisions.

## **ARTICLE 15**

### **PROBATION**

- 15.01 A newly hired employee shall be considered a probationary employee for a period of six (6) months.
- 15.02 For Airfield Maintenance Specialists, the probation period is not complete until the employee has completed a full winter season's operations or achieved six month's service, whichever is greater.
- 15.03 During the probation period an employee will have their performance discussed and reviewed on a regular basis. The decision to terminate the employment of a probationary employee for unsatisfactory job performance shall be solely within the discretion of the employer.
- 15.04 This article shall not apply to Employees in the bargaining unit as of the date this collective agreement is signed.

## ARTICLE 16

### HOURS OF WORK

16.01 For the purpose of this Article:

- (a) "day" means a twenty-four (24) hour period commencing at 00:01 hour,
- (b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- (c) For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the normal hours of work, exclusive of a lunch period, so that these employees work the standard work week:
  - (i) For positions with an average of eight (8) hours per day and forty (40) hours per week, from Monday to Friday between the hours of 06:00 and 18:00.
  - (ii) For positions with an average of seven and one-half (7 ½) consecutive hours per day and thirty seven and one-half (37 ½) hours per week from Monday to Friday between the hours of 08:00 and 16:00.
  - (iii) When hours of work are scheduled for employees on a rotating or irregular basis, the Employer shall schedule the hours of work so that employees work an average of hours specified in 16.01 c) above.

16.02 Schedules of Work

- a) The Employer will schedule the hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees, on a weekly basis, work:
  - (i) The weekly and daily hours of work may be varied by the Employer following meaningful consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours remains unchanged.

- b) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.
- c) The Employer will make every reasonable effort:
  - (i) not to schedule the commencement of a shift within a minimum of eight (8) hours of the completion of the employee's previous shift; and
  - (ii) to avoid excessive fluctuations in hours of work; and
  - (iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees, and
  - (iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer, where practical, shall arrange schedules which will remain in effect for periods of not less than fifty-six (56) calendar days.
- e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
  - (i) on the day it commenced where half or more of the hours worked fall on that day, or,
  - (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift;

and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- f) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day. However, if due to operational requirements the Employer does not permit any employee to take a rest break the employee will be given equivalent time off with pay.



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

#### 16.03 Changes to Schedules of Work

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

Changes in any schedule of work will only be made to meet operational requirements as determined by the Employer.

- b) Upon request from the Local Alliance representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Alliance representatives.
- c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative authorized to act on behalf of the Alliance for consultation purposes.
- d) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

- e) An employee whose scheduled hours of work are changed without five (5) days prior notice in advance of the starting time of the change:
  - (i) shall be compensated at the rate of double-time (2) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time.
  - (ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 17 Overtime.
- f) The Employer agrees that split shifts will not be scheduled during the life of this collective agreement.

#### 16.04 Compressed Work Week

- (a) Notwithstanding anything to the contrary in this Agreement, upon request of the employee, an employee may complete their weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement, and provided that over fourteen (14) calendar days the employee works their average standard work week. Such requests shall be subject to operational requirements and shall not be unreasonably denied.
- (b) Notwithstanding anything to the contrary in this Agreement, the implementation of any variation of hours shall not result in any additional overtime work or additional payment by reason only of such variation.

## **ARTICLE 17**

### **OVERTIME/REPORTING PAY**

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

17.02 a)

- (i) Consistent with the nature of the work overtime assignment will ~~be~~ offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.

- (ii) Overtime assignments shall be offered in accordance with (i) above to employees who normally and regularly do the work in question who are readily available.
  - (iii) Where an insufficient number of employees referred to in (ii) are readily available for overtime work, overtime shall be assigned to the least senior of those employees who are available.
  - (iv) In the application of (iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided suitable alternatives can be found.
  - (v) When overtime is worked as a result of an employee being on standby status the above outlined process is not applicable. However, any overtime opportunities which result from being on standby status will count in the overtime equalization process.
- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give at least four (4) hours notice of any requirement for overtime work.

17.03 When overtime work is authorized by the Employer, overtime shall be compensated on the following basis:

- a) time and one-half (1 ½) for each of the first four (4) hours worked in excess of the employee's normal scheduled daily hours and double time (2) for each additional consecutive hour;
- b) time and one-half (1 ½) for each hour worked on the first day of rest and double time (2) for each hour worked in excess of the employee's normal daily hours worked on that day of rest.
- c) double time for each hour worked on the second or subsequent day of rest (Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- d) an employee who reports for work as directed on a day of rest shall be compensated for the time actually worked, or a minimum of four (4) hours pay at the applicable overtime rate, whichever is greater.
- e) an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.

- f) unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within four (4) weeks of submission of the overtime claim.
- g) when an employee, due to circumstances beyond their control, is required by those circumstances to remain at work by the Employer, they shall be compensated for all hours beyond the end of their first scheduled shift at the applicable overtime rate regardless of their scheduled hours of work.

17.04 a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for their next regularly scheduled shift with no reduction of earnings from their regular shift.

b) When overtime is worked pursuant to clause 18.01 (Call-Back) for four (4) hours or more, then,

- (i) if there is an eight (8) hour break or more prior to the commencement of the next regularly scheduled shift, the employee shall commence that shift as scheduled;
- (ii) if an eight (8) hour break would result in the employee returning to work prior to the midpoint of their regularly scheduled shift, **the employee shall** return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation for that shift:
- (iii) if an eight (8) hour break would result in the employee returning to work after the midpoint of their regularly scheduled shift, the employee shall continue working at the overtime rate until the beginning of their regularly scheduled shift. The employee shall then continue working to the later of the midpoint of the regular shift or the completion of the equivalent number of hours of work in the employee's regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.

17.05 When an employee is required to work overtime, not contiguous to the employees scheduled hours of work and is required to use transportation other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a) mileage allowance at the appropriate rate as contained in Article 18.02; or,

- b) out-of-pocket expenses for other means of pre-authorized commercial transportation.
- c) Travel time is not considered to be time worked.

**17.06** When an employee is required to work overtime and is required to use a care giver, and a responsible family member is not available to care for the dependent, the employee shall be reimbursed for reasonable out of pocket expenses. When required by the Employer the employee will substantiate out of pocket expenses.

**17.07**

- (a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay to a maximum of forty (40) hours. The duration of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.

Compensatory leave will be accumulated for the period from January 1 to December 31. Compensatory leave with pay not used by December 31 will be paid for in cash at the employee's applicable rate of pay.

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

**17.08**

- (a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be paid for one meal in the amount of ten dollars (\$10.00).
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be paid for (1) additional meal in the amount of ten dollars (\$10.00) for each four (4) hour period of overtime worked after, except where free meals are provided or when the employee is being compensated on some other basis.

**17.09** An employee performing overtime work shall be entitled to the same meal and relief break as would be provided on a regularly scheduled shift.

## ARTICLE 18

### CALL-BACK

18.01 If an employee is called back to work or called for consultation by the Employer regarding work related matters on a designated holiday, or on the employee's day of rest, or after leaving the workplace subsequent to a normal work day, the employee shall be paid:

- a) for telephone consultation:
  - i) overtime at the applicable overtime rate for each completed fifteen (15) minute period or portion thereof.
- b) for call back, the greater of:
  - i) four (4) hours at the applicable overtime rate of pay for each call back to a maximum of eight (8) hours compensation in an eight (8) hour period, or,
  - ii) compensation at the applicable overtime rate for actual time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

18.02 An employee shall be reimbursed for the use of their vehicle each time they are called back to work under this Article, at the applicable mileage rates.

18.03 Travel time is not considered to be time worked.

## ARTICLE 19

### STANDBY

19.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of one-half hours (1/2) pay for each four (4) hour period or portion thereof that they are on standby.

- 19.02 An employee designated by letter or by list for standby duty shall be available to return for duty promptly and normally, within one (1) hour of being called during their period of standby. All employees on standby shall be provided with a portable means of contact at no cost to the employee. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 19.03 An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the Call-Back provisions of Article 18.
- 19.04 Except in circumstances beyond the control of the employee, no standby payment shall be granted if an employee is unable to report for duty when required, within the one (1) hour standard.

## **ARTICLE 20**

### **WASH-UP TIME**

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

## **ARTICLE 21**

### **SHIFT PREMIUMS**

#### Shift Premium

- 21.01 An employee working on shifts will receive a shift premium of one dollar and twenty five cents (\$1.25) per hour for all hours worked, including overtime hours, between 16:00 and 08:00. The shift premium will not be paid for hours worked between 08:00 and 16:00.

#### Weekend Premium

- 21.02 Employees working on shifts shall receive an additional premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, on a Saturday and/or Sunday.

## ARTICLE 22

### PAY ADMINISTRATION

- 22.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix A (Rates of Pay).
- 22.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed in Appendix A (Rates of Pay) for the position. Or in the case of a position having a range of increment rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid ~~at~~ less than the minimum rate.
- 22.03
- (a) An employee appointed to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate ~~in~~ the new position.
  - (b) An employee appointed to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
- 22.04 An employee appointed to a position rated the same, as their prior position shall ~~receiye~~ receive at least the same incremental rate in the new position. ~~If~~ there is no such incremental rate the employee shall receive the next higher incremental rate.
- 22.05 Pay Increments
- (i) An employee holding a position for which there is a minimum and maximum rate ~~of~~ pay shall be granted pay increments until they reach the maximum rate for the position. The pay increment period is the period identified in Appendix A (Rates of Pay).
  - (ii) An employee appointed to a position other than a higher rated position shall retain their increment date.
  - (iii) Unless ~~otherwise~~ provided in this Agreement to the contrary, an employee on a leave of absence without pay ~~for~~ a period of three (3) months or more will not be granted their pay increment until they complete a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.



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

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

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

22.09 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least two (2) consecutive days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with Article 22.01. An employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position.

When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

22.10 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

## **ARTICLE 23**

### **LEAVE - General**

23.01 An employee is entitled, to be informed upon request, of the balance of his/her leave credits.

23.02 The amount of leave with pay earned but unused credited to an employee at the time when this agreement is signed, or at the time the employee becomes subject to this agreement, shall be retained by the employee.

23.03 An employee is not entitled to leave with pay during periods he/she is on leave without pay.

23.04 In the event of termination of employment for reasons other than death or layoff, the Employer shall recover from ~~any~~ monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the employee's rate of pay for the employee's substantive position on the date the leave was taken.

## ARTICLE 24

### DESIGNATED PAID HOLIDAYS

24.01 Subject to clause 24.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) Victoria Day,
- (e) Canada Day,
- (f) Labour Day,
- (g) Thanksgiving Day,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day.
- (k) The first Monday in August
- (l) One additional day when proclaimed by an Act of Parliament as a national holiday.
- (m) An employee shall elect to observe either Family Day in February or Easter Monday as a designated paid holiday provided that such election is confirmed in writing to the Employer no later than December 31 of the previous year. Absent such election, the holiday shall be taken as Easter Monday.

24.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 27, Leave With or Without Pay for Alliance Business.

**24.03** When a day designated as a holiday under clause **24.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following or preceding the employee's day of rest.

When two (2) days designated as holidays under clause **24.01** 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 or preceding the days of rest.

**24.04** When a day designated as a holiday for an employee is moved to another day under the provisions of clause 24.03,

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**24.05** An employee who works on a holiday shall be paid:

(a) time and one-half (1 ½) for all hours worked up to their regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday, or

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

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

(ii) pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, and

(iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.

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

- (ii) when in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid *off* at the employee's straight-time rate of pay or carried over for one (1) year. In the absence of such request, unused lieu days shall be paid out at the employee's straight-time rate of pay by December 31st.
- (iii) the straight-time rate of pay referred to in 24.05 (c)(ii) shall be the rate in effect when the lieu day was earned.

24.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 24.05 or four (4) hours pay at the applicable overtime rate of pay.

24.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

24.08 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

## ARTICLE 25

### VACATION LEAVE

25.01 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

25.02

# Years of Continuous Service	# of Annual Weeks of Entitlement	MONTHLY ENTITLEMENT	
		37.5 Hour Average Work Week	40 Hour Average Work Week
Minimum Hours Pay Required to Earn Monthly Credit		75 hours	80 hours
1 – 8 years	3 weeks	9.375 hours	10.000 hours
8 – 18 years	4 weeks	12.500 hours	13.333 hours
18 – 29 years	5 weeks	15.625 hours	16.666 hours
29 years or over	6 weeks	18.750 hours	20.000 hours

- 25.03 For the purpose of vacation leave, continuous service is defined as:
- a) the length of continuous service **with** the Saskatoon Airport Authority for employees hired subsequent to January **1, 1999**;
  - b) for those employees who transferred from the Federal Government to the Employer on January **1, 1999**, prior years employment in the Public Service of Canada as recognized by the Federal Government on date of transfer;
  - c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.
- 25.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year:
- 25.05 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 25.06
- a) The Employer shall give the employee as much notice in writing as is practicable and reasonable, of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee.
  - b) The Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee.
- 25.07 Where, in respect of any period of vacation leave with pay, an employee is granted:
- (a) bereavement leave, or
  - (b) leave with pay because of illness in the immediate family, or
  - (c) sick leave upon production of a medical certificate.

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

- 25.08 a) Where, in any vacation year, an employee has not been granted all of their credited vacation leave, the unused portion shall be carried over into the following vacation year. Annual carry over of vacation leave will be limited to a maximum of one year entitlement unless by mutual agreement, an exception is made. Carry-over beyond one year shall be by mutual agreement.
- b) During any vacation year, upon application by the employee, 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 of the employee's substantive position on December 31<sup>st</sup> of the previous year.
- c) At the discretion of the Employer, excess carryover may be paid out.
- 25.09 Subject to operational requirements, the Employer will make every reasonable effort:
- a) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- b) not to cancel a period of vacation leave which has been previously approved in writing.
- 25.10 When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the employer, that the employee incurs:
- a) in proceeding to the employee's place of duty,
- b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- 25.11 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work, and returning to vacation under clause 25.10. Such time shall be considered as time worked.

25.12 When the Employer cancels or alters a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

25.13 When an employee dies or otherwise ceases to be employed:

- a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment; or,
- b) The Employer shall grant, if requested by the employee, vacation leave to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 25.13 a); or,
- c) Where an employee dies or otherwise terminates employment after a period of service of less than ~~six~~ (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to six percent (6%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.

## ARTICLE 26

### EDUCATION AND CAREER DEVELOPMENT LEAVE

26.01 The Employer recognizes the usefulness of education leave and will provide an equitable distribution of such opportunities. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- 26.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.
- 26.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 26.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted.

If the employee (except with the permission of the Employer)

- a) fails to complete the course; or,
- b) does not resume employment with the Employer on completion of the course; or
- c) ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances or such lesser sum as shall be determined by the Employer paid to them under this article during the education leave.

- 26.05 a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development;
- (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.



- b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 26.05 a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of this collective agreement during time spent on career development leave provided for in this clause.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

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

26.07 The employer will attempt to provide the opportunity to attend at least one training course per year for the purpose of development or enhancement of knowledge, skills and abilities related to furthering their career development and to the organization in achieving its goals.

## **ARTICLE 27**

### **LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS**

27.01 The Employer will provide leave with pay to an employee subpoenaed as a witness by an Arbitration Board or the Canada Industrial Relations Board in a matter pertaining to the Saskatoon Airport Authority.

27.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

27.03 Commencing **six (6)** months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Employer will grant leave without pay to four **(4)** employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance until the expiry of the current collective agreement. The number of employees on the negotiating team will not exceed four **(4)**.

- 27.04 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings, and conventions of the Alliance and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 27.05 The Employer will, operational requirements permitting, grant upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 27.06 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the Employer agrees, on receipt of reasonable advance notice, to grant leave with pay. Leave under this clause shall not exceed an aggregate total of one hundred (100) hours in a calendar year.
- 27.07 An employee who has been elected or appointed to a full-time office of the Alliance, the U.C.T.E., or the Local shall be entitled, with a minimum of at least one month's notice, to leave without pay for the period during which they are elected or appointed to hold office.
- An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the right to return to a similar position as their former position.
- 27.08 Requests for leave without pay for Alliance or Union Business will be made in advance, in writing.

## **ARTICLE 28**

### **OTHER LEAVE WITH OR WITHOUT PAY**

For the purpose of this Article,

“Spouse” means the person the employee is legally married to or the person who, for a continuous period of at least one year, the employee has lived with, publicly represented as their spouse, and the spousal relationship has been recognized in the community or communities in which they have lived.

For the purpose of this Article, “day” shall **also** mean and be read as “shift”.

28.01 Leave with pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, dependent children (including children of spouse), foster children, step-children, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in school or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) up to three (3) consecutive days of leave with pay to provide for the immediate and temporary care of a sick member of the employee's family; upon request additional leave may be granted; such request shall not be unreasonably denied;
  - (iii) up to 1 day with pay for needs directly related to the birth or the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
  - (iv) After the completion of one (1) year's continuous employment, and providing an employee gives the Employer at least five (5) day's notice, the employee shall be granted five (5) day's leave with pay for the purpose of declaring spousal union with another person in a public ceremony. This ceremony may be civil, secular or religious.
- c) The total leave with pay which may be granted under sub-clause b) above shall not exceed five (5) days in a calendar year.

28.02 Elder Care

- a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
  - i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
  - ii) leave granted under this Article shall be for a minimum period of three (3) weeks;
  - iii) the total leave granted under this Article shall not exceed five (5) years during an employee's total period of employment with the Saskatoon Airport Authority.
  - iv) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

28.03 Court Leave

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

- a) to be available for jury selection
- b) to serve on a jury
- c) by subpoena or summons to attend as a witness in any proceeding held:
  - (i) in or under the authority of a court of justice or before a grand jury,

- (ii) before a court, judge, justice, magistrate or coroner,
  - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
  - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
  - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
- d) An amount equivalent to any monies paid by the court system other than for direct expenses will be deducted from the employee's pay.

#### 28.04 Injury-On-Duty Leave /Work Related Illness Leave

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

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

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

#### 28.05 Religious Observance

- a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

- b) Employees may, in accordance with the provisions of the Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- c) Notwithstanding clause 28.06 b), at the request of the employee and at the discretion of the Employer, time ~~off~~ with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours ~~with~~ pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- d) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

#### 28.06 Bereavement Leave With Pay

For the purpose of this clause immediate family is defined as father, mother, step father/mother, foster parent, brother, sister, spouse, child, stepchild, ward, father/mother -in-law, grandparent, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's immediate family dies, the employee shall be entitled to a paid bereavement leave of four (4) working days, which must be taken within one week of the funeral or similar cultural observance. Should the funeral occur outside the Saskatoon census area, an additional paid day shall be provided for necessary travel.
- b) An employee is entitled to one (1) day bereavement leave for the purpose related to the death of his/her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) Necessary time off up to one (1) day shall be granted to an employee to attend a funeral as a pallbearer.

- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- e) It is recognized by the parties that the circumstances which call for leave in respect to bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in this clause. Such requests shall not be unreasonably denied.
- f) The Employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied.

**28.07**     Maternity Leave and Parental Leave Without Pay

- (a) Every employee who has completed six (6) months of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and parental leave.
- (b) An employee who intends to take a leave of absence from employment under the Maternity and Parental Leave clause shall:
  - (i) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given;
  - (ii) inform the employer in writing of the length of leave intended to be taken; and
  - (iii) give at least four (4) weeks' notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

- (c) An employee requesting leave under the provisions of this clause will be provided with a copy of the appropriate sections of the Canada Labour Code pertaining to Reassignment, Maternity Leave and Parental Leave.
- (d) The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks.
- (e) Leave granted under this clause shall be counted:
  - (i) as "continuous service" for the purposes of calculating vacation leave; and
  - (ii) for pay increment purposes; and
  - (iii) as "employment" for the purpose of calculating severance pay.

28.08 Maternity Leave Without Pay

- (a) A pregnant employee is entitled to and shall be granted Maternity Leave Without Pay before, on or after the termination date of the pregnancy to and ending not later than seventeen (17) weeks after the termination date of her pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (b) Nevertheless, where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined above, the period of maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) weeks after the date of birth of the child by a period equal to the period during which the child is hospitalized.

In which case, where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for above.



- (c) An employee 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 the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

28.09 Maternity Leave Allowance

- (a) An employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay; and
  - (ii) up to fifteen (15) weeks payment equivalent to the difference between the EI benefits and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employees would otherwise have been eligible if no extra monies had been earned during this period;
  - (iii) for a full-time employee the weekly rate of pay referred to shall be the weekly rate of pay to which she is entitled on the day immediately preceding the commencement of the maternity leave;
  - (iv) for a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work;

- (v) where an employee becomes eligible for an annual increment or economic adjustment during the period of leave, payments of the allowance shall be adjusted accordingly;
- (vi) should the employee fail to return to work for reasons other than death, lay-off or disability, the employee recognizes that she is indebted to the Employer for the full amount received as allowance, and an amount not exceeding the allowance paid will be recovered by the Employer from any monies owed the employee.

#### 28.10 Parental Leave Without Pay

- a) Subject to 28.09 (a), (b) and (c), where an employee has or will have the actual care and custody of a newborn child (including an adopted child), that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks within the ~~ti - t w o~~ (52) week period beginning on the day the child ~~is born~~ or the day the child comes into the employee's care.

#### b) Parental Leave Allowance

An employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:

- i) Where an employee is subject to a waiting period of ~~two~~ (2) weeks before receiving employment insurance parental benefits, an allowance of ~~ninety-three~~ percent (93%) of the employee's weekly rate of pay; and
- ii) Up to fifteen (15) weeks payment equivalent to the difference between the EI benefits and ~~ninety-three~~ percent (93%) of the employee's weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period:

- iii) For a full-time employee the weekly rate of pay referred to shall be the weekly rate of pay to which the employee is entitled on the day immediately preceding the commencement of the parental leave;
- iv) For a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work;
- v) Where an employee becomes eligible for an annual increment or economic adjustment during the period of leave, payments of the allowance shall be adjusted accordingly;
- vi) Should the employee fail to return to work, or fail to complete the required amount of service per the Supplementary Employment Benefit Plan, for reasons other than death, lay-off or disability, the employee recognizes that he/she is indebted to the Employer for the full amount or, in the case of failure to complete the required service, a pro-rata share of the full amount received as allowance, and this amount will be recovered by the Employer from any monies owed to the employee.

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

An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of six (6) weeks and a maximum period of one (1) year;

(c) leave granted under this clause for a period of more than three (3) months shall not be counted:

- (i) as "continuous service" for the purposes of calculating vacation leave; or
- (ii) for pay increment purposes; or
- (iii) as "employment" for the purposes of calculating severance pay.

**28.12** Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

**28.13** Except as otherwise specified in this agreement, where leave without pay for a period in excess of three (3) months, is granted, it shall not be counted:

- (i) as "continuous service" for the purposes of calculating vacation leave; or
- (ii) for the purposes of earning sick leave credits; or
- (iii) for pay increment purposes; or
- (iv) as "employment" for the purposes of calculating severance pay.

## ARTICLE 29

### STAFFING PROCEDURE

- 29.01 a) The Employer shall post notice of all vacancies and newly created positions in the bargaining unit (hereinafter referred to as “Job Opportunities”) and a copy of the notice shall be sent to the Alliance.
- b) The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 29.02 a) Job Opportunities will be open to all bargaining unit members.
- b) Where there are no qualified internal candidates, the Employer may consider training existing staff for the **Job Opportunity** or to seek and consider applications from outside the bargaining unit.
- 29.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the closing date.
- 29.04 The poster shall contain the following information and indicate that upon request a job description will be forwarded to interested candidates:
- a) the **skills**, qualifications, abilities and experience required for the position to be filled; and
- b) the salary of the position to be filled; and
- c) the licence(s), certification(s) or trade ticket(s) required for the position.
- 29.05 The skills, qualifications, abilities, experience and any licence or certification required, which **is** contained in the posting, shall be fair and reasonable in relation to the Job Opportunity.
- 29.06 a) **All** non-probationary Employees who apply for the job opportunity shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position assessed by the Employer according to the posted requirements.

- b) The candidates for the Job Opportunity will be evaluated according to the posted requirements. In filling the Job Opportunity, the position shall be awarded based on the requirements. Where the candidates are deemed equally qualified by the Employer according to the requirements, the candidate with the greater seniority will receive the offer.
- c) The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, the Employer shall so state on the job posting.

29.07 Candidates shall normally be advised within two (2) weeks of the result of the competition and the name of the successful candidate shall be posted.

29.08 The Employer representatives(s) conducting interviews shall interview all candidates within the bargaining unit who apply and meet the requirements of the job opportunity.

29.09 All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition. The candidate shall be entitled to review, together with their representative if so requested, all information pertaining to their performance and qualifications with respect to the competition.

## **ARTICLE 30**

### **NEW JOBS**

30.01 When the Employer establishes a new job it will notify the union of the job title and proposed rate of pay therefore. If the union disagrees with the proposed rate of pay, it may, within fifteen (15) calendar days of the Employer's notice, request a meeting to discuss the matter. If agreement cannot be reached as to the rate of pay, the union may refer the matter to arbitration within fifteen (15) days of the date of the meeting referenced herein. The jurisdiction of the arbitration board shall be limited to a determination of the appropriate rate of pay for the new job taking into consideration the overall compensation plan of the Saskatoon Airport Authority.

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

## **ARTICLE 31**

### **STATEMENT OF DUTIES**

- 31.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position and an organization chart depicting the positions' place in the organization.
- 31.02 Other related duties will not contain, in the aggregate, duties, which may account for more than 20% of an employee's duties.
- 31.03 In the event that there is a disagreement regarding clause 31.01 the matter will be dealt with using Article 11 Grievance Procedure.

## **ARTICLE 32**

### **EMPLOYEE PERFORMANCE REVIEW**

- 32.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.

- 32.02 a) Prior to an employee performance review the employee shall be given:
- i) the evaluation form which will be used for the review;
  - ii) any written document which provides instructions to the person conducting the review;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 32.03 An employee has the right to make written comments to be attached to the performance review form.

### **ARTICLE 33**

#### **TECHNOLOGICAL CHANGE**

- 33.01 The parties agree that technological change shall be addressed pursuant to the Canada Labour Code, as amended from time to time. Where notice of technological change is required, the Employer will provide it to the union no less than one hundred and twenty (120) calendar days prior to the date of implementation and agrees to enter into negotiations forthwith pertaining to such implementation.

### **ARTICLE 34**

#### **BREAK IN SERVICE AND EMPLOYMENT**

- 34.01 Service and employment will be terminated when an employee:
- (a) resigns or retires;
  - (b) ~~is~~ laid off and receives severance pay as per the provisions of Article 45;
  - (c) is discharged for just and sufficient cause;
  - (d) 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 Employer.



## ARTICLE 35

### SENIORITY

#### 35.01

- a) For employees who were in the bargaining unit on May 7, 1999 and who transferred from the federal government on January 1, 1999, seniority shall mean length of service with the Employer and the length of continuous and/or accumulative service with the federal government prior to January 1, 1999.
- b) For all other employees, seniority means length of service in the bargaining unit.
- c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.

35.02 The seniority of a continuing non full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

35.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

- a) the employee who commenced work at the earliest hour of the day shall be senior;
- b) if a) fails to resolve the order of seniority then, seniority shall **be** established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Alliance.

35.04 Seniority lists will be maintained and posted by the Employer. They **will be** revised **as** changes **occur** or at least once per year. **A copy** will be forwarded to the President of the Union Local.

35.05 Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority for the period of that appointment or assignment.

35.06 An employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain **all** previous rights in relation to seniority **and** benefits contained in this Agreement.

## ARTICLE 36

### HEALTH AND SAFETY

36.01 The Employer and the Alliance recognize the need for constructive and meaningful consultation on health and safety matters.

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

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

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

36.03 The Employer and the Alliance agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.

36.04 A Joint Health and Safety Committee shall be formed and will operate in accordance with Part II, Section 135 of the Canada Labour Code.

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

Accordingly, the Employer shall:

- a)
  - (i) carry out the necessary inspection, analyses and investigations in the presence of an Alliance representative, and provide with a copy of the report arising from these inspections, analyses and investigations;
  - (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- b) Any investigation report arising from the examination of a problem will be sent to the Local of the Alliance.

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

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

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

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

36.07 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses.

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

## **ARTICLE 37**

### **SICK LEAVE WITH PAY**

37.01 No employee shall be adversely affected or disciplined for Bona Fide use of Sick Leave.

### 37.02 Credits

An employee will earn sick leave credits on an hourly basis for each calendar month during which the employee receives pay for at least 75 hours / 80 hours, as applicable, at the following rates:

<b>SICK LEAVE CREDITS</b>		
<b>Average Weekly Hours of Work</b>	<b>Minimum Hours Pay Required to Earn Credits</b>	<b>Monthly Credit</b>
37.5 hours	75 hours	9.375 hours
40.0 hours	80 hours	10.000 hours

Employees hired subsequent to the signing of this Agreement will earn sick leave credits pursuant to the above table but only to a maximum of ninety-one (91) days.

At such point as any employee becomes eligible for Long Term Disability (LTD) benefits, the employee's claim for sick leave benefits will conclude and the employee will transition to the LTD Plan. In no instance will an employee be allowed to exhaust sick leave beyond the LTD elimination period.

### 37.03 Granting of Sick Leave

An employee shall be granted sick leave with pay, at 100% of the employee's normal rate of pay, when they are unable to perform their duties because of illness or injury provided that:

- (a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) they have the necessary sick leave credits.

37.04 When an employee has insufficient credits to cover the granting of sick leave with pay under clause 38.03, sick leave with pay may be advanced to an employee for a period of up to 187.5 hours / 200.0 hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

37.05

(a) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he/she was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting the requirements of 38.03, if the period of leave with pay requested does not exceed 37.5 hours / 40.0 hours and the total number of hours of sick leave with pay granted in a fiscal year does not exceed 75 hours / 80 hours. The Employer may extend the above time limits based on individual circumstances.

(b) Where an employee requires a medical certificate, as per a) above, the employee will submit a certificate upon return to work.

37.06 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 calculating sick leave credits, that the employee was not granted sick leave with pay, provided that the employee shall reimburse the Employer by an amount equal to any injury-on-duty benefits received by the employee for that period.

37.07 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 will either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

## **ARTICLE 38**

### **PENSIONS**

38.01 Eligible employees will be enrolled in the Saskatoon Airport Authority Pension Plan and will contribute, by payroll deduction, as the plan requires.

38.02 The pension plan's provision will not be less than those in place at January 1, 1999.

38.03 The Employer shall provide a copy of the Saskatoon Airport Authority Pension Plan Booklet to each employee.

38.04 Further information regarding the pension plan is provided in the Saskatoon Airport Authority Pension Plan booklet. The actual text of the pension plan documents registered with the Regulatory Authorities shall govern in all situations requiring clarification or interpretation of the terms of the plan.

## **ARTICLE 39**

### **HEALTH & BENEFIT PLANS**

39.01 Permanent full-time and seasonal employees will be eligible for coverage after three (3) months of continuous employment.

39.02 The Employer will pay the premium cost specified below to provide the following insurance benefits:

Employer will agree to amend coverage levels as follows:

Paramedical:	From \$300 to \$400 maximum per category
Vision Care:	From \$150 to \$300 per 2 year period
Dental Basic Services:	From 85% to 90%
Dental All Other Maximums:	From \$1500 to \$1650

It being understood that these values would be part of the current EBP matrix.

BENEFIT	% of Premium Paid by Employer	% of Premium Paid by Employee	Eligible
Health Care Plan	100%	0%	Eligible to participate once employee completes three months continuous employment.
Dental Care Plan	100%	0%	
Long Term Disability	85%	15%	
<b>Employee Life Insurance</b>			
Basic Life	0%	100%	Eligible to participate once employee completes three months continuous employment.
<b>Employee Accidental Death &amp; Dismemberment</b>			
Basic	100%	0%	Eligible from date of hire.

39.03 The Employer will make available the following optional plans which will be 100% employee funded:

- a) Optional Life Insurance
- b) Optional Accidental Death and Dismemberment

39.04 The Employer shall provide a copy of the Group Benefit Plan booklets to each Employee.

## ARTICLE 40

### REGISTRATION FEES

40.01 The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of their position, as described in the employee's job description or when required by the Employer.

## **ARTICLE 41**

### **RESTRICTION ON OUTSIDE EMPLOYMENT**

41.01 Employees, acting reasonably, shall advise the Employer if they believe that working in other employment outside the hours they are required to work for the Employer, may constitute a conflict of interest.

## **ARTICLE 42**

### **PARKING**

42.01 The Employer agrees to provide parking with electrical plug-ins at no cost to all employees.

## **ARTICLE 43**

### **TRAVEL**

43.01 The Employer and the Alliance agree that employees shall be compensated for expenses incurred while on Employer requested travel as per the Saskatoon Airport Authority's Travel Policy.

43.02 Time in which an employee spends in Employer initiated training and time in which an employee spends in travel to and from such training, and when the employee is required to travel outside Saskatoon on Employer business, shall be considered as time worked.

43.03 For the purpose of clause 43.02, compensation shall be as follows:

- a) on an employee's regularly scheduled day of work, the employee's normal daily hours at their regular rate of pay.
- b) On an employee's day of rest, the employee's normal daily hours at the applicable overtime rate of pay.

43.04 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay.



## ARTICLE 44

### UNIFORMS AND CLOTHING AND TOOLS

- 44.01 The Employer will provide and replace, appropriate items of clothing and safety equipment to employees where:
  - a) the employer has determined that the identification of employees is necessary for the effective performance of duties, and/or
  - b) the nature of work is such that special protection is required for reasons of occupational health and safety.
  
- 44.02 The Employer will provide the clothing items, or allowances for items, listed below:

General Conditions:

  - a) all clothing items, whether purchased by the Employer or the Employee, shall meet CSA and WCB standards.
  - b) Acting reasonably, at the discretion of the Employer, items under personal clothing issue will be replaced as required (based on wear and tear).
  - c) Rain wear (hats, coats, pants and boots) will be provided as required.
  - d) Initial fitting is the responsibility of the Employer.
  - e) The Employer will provide laundry services for coveralls and parkas. Maintenance of an employee's "Personal Clothing Issue" is the responsibility of the employee.
  
- 44.03 The Employer shall reimburse \$135.00 every calendar year to employees required to wear summer and/or winter safety footwear, upon presentation of receipt and CSA approval documents.
  
- 44.04 The Employer will provide sunglasses to Equipment Operators and Electricians.
  
- 44.05 The Employer will provide, maintain and replace, at no cost to the employee, all tools required by employees in the performance of their duties, such tools must be deemed necessary by the Employer.

Initial Personal Clothing Issue for New Employees:

Full-time and seasonal employees, and employees who have completed at least ~~six~~ months of employment with the Employer, and require Employer clothing as determined by the employer, will be eligible to receive the following clothing issue:

- 1) 2 pairs of pants
- 2) 4 shirts**
- 3) 1 jacket**
- 4) Work Gloves
- 5) Winter Gloves
- 6) 2 sweatshirts
- 7) 1 winter hat
- 8) 1 ball cap

Specialized Clothing:

The Employer will provide the employee with coveralls and parkas.

**ARTICLE 45**

**LAYOFF/RECALL**

45.01 The Employer will determine the timing and extent of layoffs that may be required. A layoff is defined as a reduction in staff or a continuing reduction in the hours of work of any permanent, full time employee.

45.02 A permanent employee will receive one hundred and twenty (120) calendar days notice of a permanent layoff. A permanent employee will receive twenty-one **(21)** calendar days notice of a temporary layoff not exceeding seventeen **(17)** consecutive weeks. Temporary and term employees are not entitled to layoff notice.

45.03 Any layoff notice served pursuant to this Article will also be provided to an authorized representative of the union. Upon request, the Employer agrees to consult with the union within thirty (30) days of the date of the notice to discuss the layoff.



45.04 A laid off employee shall exercise one of the following options:

- (a) accept severance as provided herein and sever the employment relationship;
- (b) work out the notice period, accept reduced severance as provided herein and sever the employment relationship;
- (c) accept the layoff (if temporary) and await recall (no severance);
- (d) accept reduced hours of work (if offered) and continue the employment relationship

45.05 Severance for a laid off employee shall be calculated and paid on the basis of four months' regular pay (exclusive of premiums), plus one month's regular pay per year of service rounded up to the next full year, to a total maximum of two years' regular pay. In the event the laid off employee elects to work out the notice period, severance payable will be reduced by the regular earnings paid during such notice period. Severance will be paid within seven (7) calendar days of the last day of work of the laid off employee.

45.06 An employee subject to a temporary layoff will be advised within the notice of the anticipated date of recall. An employee subject to a temporary layoff shall not be required to liquidate any paid leave to cover any portion of the layoff but may elect to do so. During a temporary layoff, the employee may elect to maintain employee benefits by paying all the required premiums to the Employer on a monthly basis.

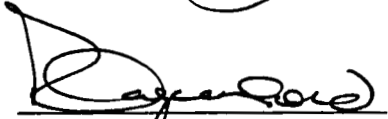
## **ARTICLE 46**

### **DURATION**

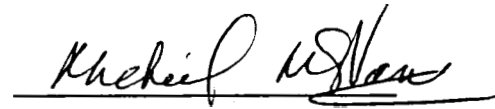
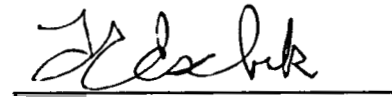
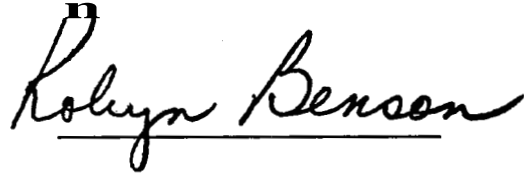
46.01 The provisions of this Collective Agreement are for a 4 year term commencing July 1, 2010 with retroactivity on wages only per Appendix "A". All other provisions will become effective at the date of signing.

SIGNED this 1 day of APRIL, 2011.

FOR THE SASKATOON  
AIRPORT AUTHORITY



FOR THE PUBLIC SERVICE  
ALLIANCE OF CANADA



# LETTER OF UNDERSTANDING #1

Between

SASKATOON AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

It is understood and agreed that should the Employer determine a need to introduce an Employee Performance Review System, it will identify that intention to the union, and, prior to any implementation thereof, it will engage in meaningful consultation with the union on matters relating to the System, including any form to be used, the scope of the review and the process to be followed.

This letter is deemed to be a part of the Collective Agreement.

---

Saskatoon Airport Authority

---

Public Service Alliance of Canada

## LETTER OF UNDERSTANDING #2

Between

SASKATOON AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

The Employer's Travel Policy is determined by the Airport Authority and subject to amendment from time to time. It is understood and agreed that the Employer will consult with the union prior to implementation of any change in the Travel Policy effective the date of this Agreement.

This letter is deemed to be a part of the Collective Agreement.

---

Saskatoon Airport Authority

---

Public Service Alliance of Canada

# LETTER OF UNDERSTANDING #3

Between

SASKATOON AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

The parties agree that the following employees, being term employees at the time of the airport transfer, were not eligible for all elements of the transfer agreement. Notwithstanding this, it is understood and agreed that their service at the time of transfer was and will be counted for purposes of determining their vacation leave credits going forward. The employees and their pre-transfer service are:

Barry Haubrich	8.26 years
John Tarasiuk	2.16 years

This letter is deemed to be a part of the Collective Agreement.

---

Saskatoon Airport Authority

---

Public Service Alliance of Canada

## LETTER OF UNDERSTANDING #4

Between

**SASKATOON AIRPORT AUTHORITY**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

The parties agree to include the following language as part of the collective agreement Article 45. This is a requirement to meet the conditions of the Employment Insurance Regulations and register our SU6 Plan with Human Resource Development Canada.

The parties agree that:

1. The employer, through the use of general revenues of the company, will finance payments under the SUB Plan.
2. **The** employer will keep a separate record of all SUB **Plan** payments made.
3. The parties will provide written notice, of any changes to the plan, within 30 days of the effective date to HRDC.

This letter is deemed to be a part of the Collective Agreement.

---

Saskatoon Airport Authority

---

Public Service Alliance of Canada



## LETTER OF UNDERSTANDING #5

Between'

SASKATOON AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

The parties have agreed to transition the previous provisions of Article 34 - Severance from the previous collective bargaining agreement, and have incorporated a 2% wage increase in Appendix A as of December 1, 2010.

The parties agree that the employees identified in Appendix B are eligible for a payout of severance accrued to December 31, 2010 at the values indicated in Appendix B.

The Saskatoon Airport Authority will pay to each employee the amount indicated in Appendix B within 30 days of receiving confirmation from the employee of how their severance accrued value shall be paid, and their provision of all the necessary documentation, including banking information to do so.

The Saskatoon Airport Authority agrees to reasonable individual employee requests regarding the timing and method of payments as to minimize the employee's personal tax implications. In no event shall the total payout exceed the individual employee balance indicated in Appendix B, and in no event shall the payout of any portion of the balance in Appendix B be deferred beyond the term of this agreement.

This letter is deemed to be a part of the Collective Agreement.

---

Saskatoon Airport Authority

---

Public Service Alliance of **Canada**

**Wage Rates - UCTE Local 40404**

**APPENDIX "A"**

	<b>Rates -- Dec 1, 2010 and each subsequent July 1<sup>st</sup>.</b>			
	<b>Dec 1 2010</b>	<b>3% July 1 2011</b>	<b>3% July 1 2012</b>	<b>3% July 1 2013</b>
Airport Operations Officer	\$34.38	\$35.41	\$36.47	\$37.56
Mobile /Surface Supervisor	\$33.34	\$34.34	\$35.37	\$36.43
Airfield Maintenance Specialist	\$25.67	\$26.44	\$27.24	\$28.05
Buildings Supervisor	\$37.56	\$38.69	\$39.85	\$41.04
Electrician	\$32.11	\$33.07	\$34.06	\$35.09
Computer & Electronic Systems Technician	\$30.51	\$31.43	\$32.37	\$33.34
Carpenter	\$29.57	\$30.46	\$31.37	\$32.31
Mechanic	\$29.57	\$30.46	\$31.37	\$32.31
Building Maintenance Mechanic	\$28.09	\$28.93	\$29.80	\$30.69
Trades Helper	\$22.05	\$22.71	\$23.39	\$24.09
Project & Airport Development officer	\$30.59	\$31.50	\$32.45	\$33.42
AIR / Computer Services	\$30.95	\$31.88	\$32.84	\$33.82
Lease /Contract Administration	\$34.27	\$35.30	\$36.36	\$37.45
Marketing Research	\$24.97	\$25.72	\$26.49	\$27.28
Guest Services Coordinator	\$24.97	\$25.72	\$26.49	\$27.28
Operations Clerk	\$22.23	\$22.90	\$23.58	\$24.29
Customer Relations Coordinator	\$29.87	\$30.77	\$31.69	\$32.64
<b>Winter Leadhand</b>	<b>\$3.00 Premium to Airfield Maintenance Specialist Salary</b>			

Journeyman Trades shall start at the rates indicated above.

Airfield Maintenance Specialists shall start at 98.5% of the rate indicated above for the first year of service.

New employees will progress at 95.5%, 97.0%, 98.5% and 100% of the above rates for every 12 months of service.

Retroactive adjustments to December 1, 2010 apply to employee base wages for those employees on strength at the time of ratification of the collective agreement. All other provisions of this collective agreement become effective on the date of signing.

**SAA Severance Payout**

**APPENDIX "B"**

Employee Name	Salary /Hr	Severance Accrual	
		Weeks (to December 31/10)	Value
Don Bartsch	27.71	3.08	\$ 3,417.57
Tim Bradbury	22.37	2.25	\$ 2,013.30
William Bray	30.79	1.50	\$ 1,731.94
Dale Cameron	22.37	12.00	\$ 10,737.60
Blair Daviduke	22.37	2.17	\$ 1,938.73
Norman Domoslai	27.45	12.00	\$ 13,176.00
Ayold Elgersma	27.45	2.33	\$ 2,562.00
Jim Fischer	22.37	0.0	\$ -
Kyla Gillings	19.87	2.00	\$ 894.15
Sheena Hache	19.26	0.0	\$ -
Barry Haubrich	22.37	11.60	\$ 10,379.68
Evan Hilbig	26.22	0.08	\$ 87.40
Ysanne Knittig	19.57	1.50	\$ 660.49
Guy LeBlanc	24.82	3.42	\$ 3,392.07
Rose Mallow	27.98	12.00	\$ 12,591.00
Shelley Moser	31.64	12.00	\$ 14,238.00
Chad Munchinsky	26.22	0.08	\$ 81.94
Stephen Palmer	22.37	2.25	\$ 2,013.30
Gary Rhodes	25.78	12.00	\$ 12,374.40
Darrell Richmond	22.03	0.0	\$ -
Erin Sackman	19.56	0.0	\$ -
J Shinske	22.37	0.75	\$ 671.10
Tim Simonson	22.03	0.0	\$ -
Clive Stromberg	31.74	12.00	\$ 14,283.00
John Tarasiuk	25.91	11.60	\$ 12,022.24
<b>TOTAL</b>			<b>\$ 119,265.90</b>

75,