

COLLECTIVE AGREEMENT

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA



and



July 1, 2008 - June 30, 2013

12705(03)

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**ARTICLE 1
PURPOSE AND DEFINITIONS**

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

1.02 The provisions of this Agreement apply to the Alliance, Employees included in the Bargaining Unit and the Employer.

1.03 Definitions:

Alliance means the Public Service Alliance of Canada head quartered in Ottawa and is, for the purpose of this collective agreement, the certified bargaining agent.

Union means the Public Service Alliance of Canada and its component the Union of Canadian Transportation Employees and Local 40403.

Bargaining Unit means the Employees of the Employer as described in the CIRB certificate dated June 15, 1999.

Compensatory leave means leave with pay in lieu of cash payment for overtime. The duration of such leave **will** be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an Employee is entitled during such leave shall be based on the Employee's hourly rate of pay for their classification on the day immediately prior to **the** day on which leave is taken.

Continuous service means:

- a) the length of continuous employment with the Employer as and from May 1, 1999.
- b) continuous employment notwithstanding **a** break in employment, due to layoff of one (1) year or less. The duration of the break in employment shall not be counted in calculating continuous service.

Day of rest in relation to **a** full time Employee, means **a** day other than **a** holiday on which an Employee is not ordinarily required to perform the duties of his or her position other than by reason of an Employee being on leave or absent from duty without permission.

Employer means the Regina Airport Authority.



Employee means any person employed by the Employer within the scope of the Bargaining Unit.

President and CEO means the manager having the responsibility for overall day to day operation of the Regina Airport Authority.

Harassment:

- a) **personal harassment** means, in relation to employment any improper, or unwarranted behaviour by any person over which the Authority has control that is directed at and offensive to another person employed by the Employer, and which the first person knew or ought reasonably to have known could be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- b) **sexual harassment** means any conduct, comment, gesture or contact of a sexual nature:
 - i) that might reasonably be expected to cause offence or humiliation; or
 - ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion or any other aspect of employment.
- c) **abuse of authority** means an individual's improper use of power and authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which endanger an Employee's job, undermine an Employee's ability to perform the job or threaten the economic livelihood of an Employee. However, it shall not include the legitimate exercise of an individual's supervisory power or authority.

Holiday means:

- a) the twenty-four (**24**) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- b) however, for the purpose of administration of a **shift** that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - i) on the day on which the majority of the hours fall; or
 - ii) should there be equal number of hours worked on both days, the day of commencement shall be used.



Lay-off means the termination of an Employee's employment because of lack of work or because of the discontinuance of a function.

Leave means authorized absence from duty by an Employee during his or her normal hours of work.

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

Overtime means:

- a) in the case of a full-time Employee, authorized work in excess of the Employee's scheduled hours of work; or
- b) in the case of a part-time Employee, authorized work in excess of the normal daily or weekly hours of work of a full-time Employee specified in Article 17 of this Agreement, but does not include time worked on a holiday.

Spouse means a person to whom an Employee is legally married or has declared spousal union in accordance with Article 26.09, or a person with whom an Employee has cohabited with for more than one year and who has been identified to the Employer as the Employee's spouse regardless of gender.

Straight-time rate means the Employee's hourly rate of pay.

Strike or Lockout – as defined in the Canada Labour Code.

The terms of this agreement shall be gender neutral.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all Employees of the Employer described in the certificates issued by the Canada Industrial Relations Board dated June 15, 1999, as follows:

All Employees Bargaining Unit -- Board Reference File # 20341-C
Board Order No. 7606-U

2.02 For greater clarity, "Employee" shall mean:

"all Employees of Regina Airport Authority excluding the President & CEO, the Executive Assistant to the President & CEO, the Vice-president Operations, the Vice-President Marketing, the Vice-president Administration & CFO, the Manager Maintenance, the Manager Operations and the Fire Chief,"



- 2.03** In the event that the Employer creates a new position (which did not exist in the CIRB certificate noted in 2.01), it undertakes to inform the Union of the creation of this new position. The Employer shall provide the Union with a copy of the proposed job description, a rationale as to the proposed classification and proposed salary range. Upon a written request from the Union within forty-five **(45)** days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this position, in the Bargaining Unit.
- 2.04** In the event that the parties fail to agree on whether the position shall be included or excluded, that position shall be included in the Bargaining Unit until such time as the Canada Industrial Relations Board decides otherwise in accordance with the Canada Labour Code.
- 2.05** The established salary range shall be retroactive to the date the proposed classification came into effect.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01** Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer.
- 3.02** The rights set forth in this article and those otherwise retained by Management shall be exercised in conformity with the provisions of this collective agreement reasonably, fairly, in good faith and without discrimination.

ARTICLE 4 UNION SECURITY

- 4.01** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of **all** Employees in the Bargaining Unit. Where an Employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. **All** Employees must become and remain members in good standing of the Union. For new Employees, membership shall commence on the initial date of employment.



- 4.02** For the purpose of applying this Article, deductions from pay for each Employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03** The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.
- 4.04** The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 4.05** No bargaining agent, other than the Alliance, shall be permitted to have membership dues and, or other monies deducted by the Employer from the pay of Employees in the Bargaining Unit.
- 4.06** The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 5 WORK IN THE BARGAINING UNIT

- 5.01** Persons not covered by the terms of this collective agreement will not perform duties normally assigned to those Employees who are covered by this Collective Agreement except for past practices and emergency situations.
- 5.02** Contract workers shall not displace full time Employees.
- 5.03** The Employer agrees to make every effort not to lay off Employees or to contract out existing bargaining unit work for the life of the Collective Agreement. However, in the event of unforeseen circumstances beyond the control of the Employer which prevents the Employer from meeting its financial obligations and of which may have an impact on the Employer's ability to pay the Employees, the Employer agrees to meet with the Union to negotiate a resolution. Such resolutions will include but not be limited to the following measures:
- a) retraining
 - b) cross training
 - c) apprenticeship plan
 - d) dual certification
 - e) any other temporary measures as mutually agreed between the parties.



**ARTICLE 6
STRIKES AND LOCKOUTS**

- 6.01 There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying regulations) during the life of this 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 ensure a safe access to the workplace.
- 6.03 When Employees are performing duties off Airport Authority property and encounter a strike or lockout of Employees at the place of business to which the Employee was destined, the Employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such Employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04 If an Employee refuses to cross any picket line, the Employee shall contact the Employer to report the matter and the Employer will offer to the Employee safe access to the work place. **If** the Employee continues to refuse to cross any picket line, the principle of “no pay for no work” shall apply and the Employee shall not be subject to disciplinary action in relation to the refusal.
- 6.05 The Employer shall not assign any Employee work normally performed by a tenant’s Employees who are lawfully on strike or locked out.

**ARTICLE 7
JOINT CONSULTATION**

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union-Management Joint Consultation Committee (UMC) to provide joint consultation on matters of common interest.
- 7.02 UMC meetings will be held when required, with no less than three (3) meetings a year, at the call of either the President and CEO or the President of the Local.
- 7.03 No UMC meeting will be official unless at least two (2) members from both sides are able to attend the meeting, including the President and CEO and the President of the Local, or their designated representatives.
- 7.04 The UMC will have no authority to amend or alter the Collective Agreement or to deal with grievances.



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- 7.05** The parties agree that guidelines for joint consultation will be developed by UMC within three (3) months of ratification of the collective agreement, and such guidelines shall be subject to amendment by mutual consent only.
- 7.06** The Employer agrees to give the Alliance reasonable opportunity to consider and consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not covered by the agreement.

ARTICLE 8 INFORMATION

- 8.01** The Employer shall provide the Local, with the names, classification and work location of newly appointed Employees within the Bargaining Unit at the time of hiring.
- 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 and as amended from time to time.
- 8.04** The Employer will provide the President of the Union Local of PSAC with a copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- 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 job descriptions within the Bargaining Unit;
 - e) health & safety reports generated outside OSH Committee;
 - f) names and titles of all excluded staff; and,
 - g) courtesy copies of documents normally released to Employees.



**ARTICLE 9
USE OF EMPLOYER FACILITIES**

- 9.01** Reasonable space on bulletin boards in convenient locations will be made available to the Union for the postings of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social, educational and recreational events. Such approval shall not be unreasonably withheld.
- 9.02** A designated representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer or the Local. Permission to enter the premises shall in each case be obtained from the Employer. Such permission shall not be unreasonably withheld.
- 9.03** The Employer agrees to permit Alliance representatives reasonable use of the Employer's communications systems (E-Mail) for Union business.
- 9.04** The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 9.05** Where practical, and at the request of the Local, the Employer may provide a meeting room to the Local to carry out Union business.
- 9.06** The Employer agrees to provide the Union Executive, reasonable use of a photocopier. Photocopier use will be at no cost to the Union Executive but must be at times convenient to the operational requirements of the Employer.

**ARTICLE 10
EMPLOYEE REPRESENTATIVES**

- 10.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select Employees as representatives.
- 10.02** The Alliance shall determine the jurisdiction of each representative.
- 10.03** The Alliance shall notify the Employer in writing the name and jurisdiction of its representatives.



- 10.04** A representative shall obtain the permission of their immediate supervisor before leaving work to investigate Employee complaints, or process a grievance, or undertake any other Union business, during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 10.05** The Employer shall ensure that new Employees are introduced to a representative of the Alliance within their first two (2) days of work.
- 10.06** The Employer agrees to provide the President of the Local or designate and the new Employee(s), at the time of their orientation, leave with pay of one (1) hour to acquaint the newly hired Employee(s) with the fact that a collective bargaining relationship exists between the Alliance and the Regina Airport Authority.

ARTICLE 11 GRIEVANCE PROCEDURE

- 11.01** Regina Airport Authority and the Union agree that discussions should occur between Employees, Union representatives and Employer representatives 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 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. Grievances involving the interpretation, application, operation or 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. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with by the Union 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 leave with pay to attend such meetings. The Union shall be given full opportunity to make representations throughout the grievance procedure.

11.06 When an Employee is required to attend a meeting the purpose of which is to conduct a disciplinary hearing concerning the Employee or to render a disciplinary decision concerning the Employee, the Employee is entitled to have, at their request, a Union representative attend the meeting.

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 ten (10) days of the receipt of the complaint the Employer, Employee and Union representative shall meet in an attempt to resolve the complaint. The Employer shall provide a written response within five (5) days of such a meeting to the Employee(s) and the Union representative.

STEP 2:

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

STEP 3:

If the grievance is not satisfactorily settled under Step 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 twenty-five (25) 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, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income 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 (1/2) the cost of the arbitrator.

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

EXPEDITED ARBITRATION

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

PROCEDURE:

- a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- e) the decision of the Arbitrator shall not constitute a precedent;
- f) such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and
- g) such decisions from the expedited format shall be final and binding upon the Parties.



ARTICLE 12
DISCIPLINE AND DISCHARGE

- 12.01** The Employer shall have the right to discipline and discharge Employees for just and sufficient cause. The Employer shall impose discipline in a fair, consistent, reasonable and timely manner.
- 12.02** When an Employee is disciplined or discharged, the Employer shall notify the Employee in writing of the reason(s) for the discipline or discharge.
- 12.03** At the time disciplinary action is taken, the Employer shall notify the local Union president or his designate of such action and, at the request of the local, shall forthwith provide the name(s) of the Employee(s) against whom disciplinary action was taken.
- 12.04** When an Employee is required to attend a meeting as part of a disciplinary 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 meeting and written reasons for such a meeting.
- 12.05** A copy of any document which may form the basis of any disciplinary action and which may be placed on the Employee's file will be given to the Employee at the time the disciplinary action is taken.
- 12.06** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an Employee, the contents of which the Employee was not aware.
- 12.07** In order of severity, the only types of disciplinary action shall be:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension; and,
 - d) dismissal.
- 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 eighteen (18) 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. If the grievance is not satisfactorily settled at Step 2, then the grievance may be referred to expedited arbitration in accordance with Article 11.



12.10 Whistle Blowing - no Employee will be disciplined for reporting any abuse of office, financial or otherwise.

12.11 This Article does not apply to probationary Employees, unless the disciplinary action relates to an allegation of theft or abuse.

ARTICLE 13 NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION IN THE WORKPLACE

13.01 Discrimination

- a) There shall be no discrimination by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities, or membership in the Union, or activity in the Union.
- b) The provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

13.02 Harassment

- a) The Employer, the Employees and the Union 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, bullying, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- b) Cases of proven harassment by any person employed by the Employer, is considered a disciplinary infraction and will be dealt with as such.
- c) The parties may mutually agree if necessary, to utilize the services of HRDC for fact finding and mediating and should mediation fail, the parties agree to submit the issue to arbitration.

ARTICLE 14 EMPLOYEE STATUS

14.01 Definitions

- a) **“Permanent Full-time Employee”** means an Employee employed for an indefinite period who has completed his/her probationary period and who works the full time hours established by Article 16.



- b) **“Permanent Part-time Employee”** means an Employee employed for an indefinite period who has completed his/her probation period and who works less than full-time hours but more than 10 hours per week.
- c) **“Probationary Employee”** means a newly hired Employee who has not yet successfully completed his/her probationary period.
- d) **“Term Employee”** means an Employee employed for a specific period to replace a permanent full-time or permanent part-time Employee on leave or to perform non-recurring work.
- e) **“Seasonal Employee”** means an Employee hired primarily for winter seasons work as airfield maintenance operators.
- f) **“Student”** means a person hired under any officially recognized student employment program.

**ARTICLE 15
PROBATION**

- 15.01** All newly hired Employees shall be considered probationary Employees.
- 15.02** Newly hired Firefighters shall complete a probationary period of up to twelve (12) months, but not less than six (6) months, which is tied to completion of the certification process. All other newly hired Employees shall complete a six (6) month probationary period, however, the probationary period for Equipment Operators must include a full winter seasons operation.
- 15.03** During the probation period an Employee **will** have their performance reviewed on a regular basis in accordance with Article 31. The decision to terminate the employment of a probationary Employee for unsatisfactory job performance shall be solely within the discretion of the Employer, and shall not be subject to the grievance procedure.

**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 hours; and,
 - b) **“week”** means a period of seven (7) consecutive days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night.



16.02 The Employer shall schedule the hours of work and establish shift schedules for all Employees. The standard and extended schedules for full time Employees are as follows;

STANDARD WORK SCHEDULE

- a) The standard schedule is work normally performed between the hours of 07:00 and 17:00 Monday to Friday inclusive.
- b) The hours of work for Employees exclusive of a daily one-half (½) hour lunch period, shall be eight (8) hours per day, forty (40) hours per week for the Trades helper, Mechanic, Equipment Operator – regular and seasonal, Equipment Operator Winter Foreman, Electrician, Building Technician, Supervisor Airfield Mobile, and Supervisor Building Electrical positions, and seven point five (7.5) hours per day, thirty seven point five (37.5) hours per week for the Administrative Assistant – Finance, Operations Assistant, Projects Officer, Lease & Contracts Officer, IT/Groundside Officer, Operations Officer, and Projects Officer PI/Salary Protected positions.

EXTENDED WORK SCHEDULE

- a) The extended schedule is established for Employees working in extended operations (i.e. weekends, evenings, nights or holidays). Subject to operational requirements, the current extended work schedules of 42 hours for the Firefighters and 40 hours for the Equipment Operators will remain in effect. The Employer agrees that Firefighters and Equipment Operators will not be required to work split shifts.

16.03 SCHEDULING - the Employer will make every reasonable effort:

- a) Not to schedule the commencement of a shift within eight (8) hours, (exclusive of a ½ hour meal break), of the completion of the Employee's regularly scheduled shift. This shall not apply to those situations in which a 16 hour (or longer) shift schedule is in effect.
 - i) to avoid excessive fluctuations in hours of **work**;
 - ii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the Employee, and;
 - iii) to schedule at least two (2) consecutive days of rest at a time.
- b) The Employer shall have meaningful and constructive consultation with the affected Employees when establishing a shift schedule and starting and stopping times in a work area.



16.04 Subject to operational requirements, the Employer agrees to have meaningful and constructive consultation with the Union and consider the preferences of Employees in the allocation of shifts amongst Employees governed by the same shift schedule.

16.05 The Employer shall schedule hours of work for all Employees. Subject to operational requirements, the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than 5 months for the Equipment Operators and 12 months for the Firefighters. 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.

16.06 An Employee who is required to change his or her scheduled shift, at the request of the Employer, without receiving at least seven (7) calendar days notice in advance shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1½). Subsequent shifts worked on the revised schedule shall be paid at straight time, subject to the overtime provisions of this agreement.

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.

16.07 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day for all Employees. For Employees whose shifts extend beyond ten (10) hours, Employees shall be entitled to one (1) additional 15 minute rest period.

16.08 An Employee may be granted flexible hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the Employee works.

16.09 COMPRESSED WORK WEEK

a) Notwithstanding anything to the contrary contained in this Agreement, an Employee may request to complete their weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement. Such requests shall be subject to operational requirements.

b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.

ARTICLE 17 OVERTIME/REPORTING PAY

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

a) avoid excessive overtime and to allocate overtime on an equitable basis among qualified Employees.



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

17.02 Overtime Compensation

An Employee is entitled to overtime compensation for each completed fifteen **(15)** minute period of overtime worked by the Employee. Emergencies and unusual circumstances excepted, overtime work must be authorized by the Employer to be eligible for compensation.

17.03 Overtime shall be compensated on the following basis:

- a) time and one-half ($1\frac{1}{2}$) for the first four **(4)** hours worked in excess of the Employee's normal scheduled daily hours of work and double time for all hours worked thereafter.
- b) time and one-half ($1\frac{1}{2}$) for each hour worked on the first day of rest and double time (2) for each hour worked in excess of the Employees 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.

17.04 When an Employee is required to work overtime non contiguous to the Employee's 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;
- b) out-of-pocket expenses for other means of pre-authorized commercial transportation; or,
- c) travel time is not to be considered as time worked, for the purposes of this Article.
- d) meal allowance in the amount of \$12.00, except where free meals are provided or when the Employee is being compensated on some other basis.



17.05 This clause applies to all Employees except Equipment Operators and Mechanics.

- 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 64 hours. The accumulation of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.
- b) 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 at the Employee's applicable rate of pay.

17.06 This clause applies only to Equipment Operators and Mechanics.

- a) Overtime shall be compensated in cash except where, upon the request of an Employee, overtime may be compensated in equivalent leave with pay to a maximum of 64 hours. The accumulation of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.
- b) Compensatory leave will be accumulated for the period from October 1st to September 30th. Compensatory leave with pay not used by September 30th will be paid for at the Employee's applicable rate of pay.

17.07 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 (1) meal in the amount of twelve dollars \$12.00, except where free meals are provided or when the Employee is being compensated on some other basis.

- 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 twelve dollars \$12.00 for each four (4) hour period of overtime worked, except where free meals are provided or when the Employee is being compensated on some other basis.

ARTICLE 18 CALL-BACK

18.01 If an Employee is called back to work on a designated holiday or on the Employee's day of rest or after leaving the workplace subsequent to a normal work day, the Employee shall be paid the greater of:

- a) three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hour' compensation in an eight (8) hour period; or,
- b) the applicable rate of overtime compensation for all time worked.



- 18.02 An Employee shall be reimbursed for the use of their car each time they are called back to work under this Article at the rate of forty eight (\$0.48) cents per kilometre. This rate will be adjusted to the rate set by the Canada Revenue Agency on April 1st and October 1st each year.
- 18.03 Travel time is not to be considered as time worked, for the purposes of this Article.

ARTICLE 19 STANDBY

- 19.01 Where the Employer requires an Employee to be available on standby during off-duty hours, such Employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the Employee has been designated as being on standby duty.
- 19.02 An Employee designated by letter or by list for standby duty shall be available to return for duty forthwith when called. All Employees on standby shall be provided with a portable means of contact at no cost to the Employee.
- 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 In designating Employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties provided Employees meet the qualification and skill requirements of the position for which standby is required.
- 19.05 There will be no standby required of Firefighters, except for Firefighter Captains.

ARTICLE 20 WASH-UP TIME

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

ARTICLE 21 SHIFT PREMIUMS

This article applies only to Employees working rotating shifts on either a full-time or seasonal basis, but does not apply to Fire Fighters.



21.01 Shift Premium

An Employee working on shifts shall receive a shift premium of one dollar and twenty five cents (\$1.25) per hour for all hours worked, or portion thereof, including overtime, between 4:00 pm and 8:00 am.

21.02 Weekend Premium

An Employee working on shifts shall receive an additional premium of one dollar (\$1.00) per hour for all hours or portion thereof, including overtime, worked 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 Article 48 - Rates of Pay.

22.02 Upon initial appointment, an Employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of 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 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, the Employee shall be paid acting pay calculated on the following basis:

- i) For those Employees in the Trades helper, Mechanic, Equipment Operator - regular and seasonal, Equipment Operator Winter Foreman, Electrician, Building Technician, Supervisor Airfield Mobile, and Supervisor Building Electrical positions - after 1 day.
- ii) For those Employees in the Firefighter and Firefighter Captain positions - after 1 shift.
- iii) For those Employees in the Administrative Assistant - Finance, Operations Assistant, Projects Officer, Lease & Contracts Officer, IT/Groundside Officer, Operations Officer, and Projects Officer PI/Salary Protected positions - after 1 day.

22.04 a) An Employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the Employee be paid higher than the maximum rate in the new position.



b) An Employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

22.05 An Employee appointed or reclassified to a position rated the same as their prior position shall 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.

22.06 i) An Employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

ii) An Employee whose position is reclassified downward, and who has refused reassignment to a permanent position rated the same as or higher than their position and for which the Employee has the requisite skills and abilities shall continue to receive the same rate of pay. The Employee shall receive incremental rate increases on the same basis as if they had not been reclassified, but shall not receive negotiated salary increases. The Employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.

iii) An Employee who is demoted shall receive the lesser of their current rate of pay or the maximum incremental rate in the new position, except as a result of disciplinary measures.

ARTICLE 23 LEAVE - GENERAL

23.01 An Employee is entitled, on a quarterly basis, to be informed upon request, of the balance of his or her leave credits.

23.02 Subject to operational requirements, the Employer shall make every reasonable effort to grant leave credits when requested by an Employee.

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

23.04 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.

23.05 An Employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.



23.06 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the Employee an amount equivalent to unearned leave taken by the Employee, as calculated from the Employee's rate of pay for the Employee's substantive position on the date of the termination of the employment.

**ARTICLE 24
SICK LEAVE WITH PAY**

24.01 Credits

An Employee will earn sick leave credits for each calendar month at the following rates:

SICK LEAVE CREDITS		
Average Weekly Hours of Work	Monthly Credit	Minimum Hours Pay Required to Earn Credits **
37.5 hours	9.375 hours	75 hours
40.0 hours	10.000 hours	80 hours
42.0 hours	10.667 hours	84 hours

24.02 Granting of Sick Leave

An Employee will be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer; and
- b) he/she has the necessary sick leave credits.
- c) no employee shall be disciplined for Bona Fide use of sick leave.

24.03 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it will be considered, for the purpose of the record of 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.

24.04 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.



24.05 Sick leave credits earned but unused by an Employee during a previous period of employment with the Employer will be restored to an Employee whose employment was terminated by reason of layoff and who is re-hired by the Employer within one (1) year from the date of layoff.

24.06 When an Employee has insufficient credits to cover the granting of sick leave with pay under clause **24.02**, sick leave with pay may be advanced to an Employee to a maximum of **25** days. Employees who are on sick leave with pay for a period of 90 consecutive days must apply for long term disability benefits.

- a) Unless otherwise advised in advance, a statement signed by the Employee stating that because of illness or injury, they were unable to perform their duties, shall, when provided to the Employer, be considered as meeting the requirements of **24.02** if the period of leave requested does not exceed five (5) days or three (3) shifts in the case of Firefighters and providing that the cumulative total of such leave does not exceed a maximum of ten (10) days or seven (7) shifts for the Firefighters in any calendar year.
- b) Where an Employee requires a medical certificate, as per **24.06 a)** above, the Employee will submit a certificate upon return to work.

ARTICLE 25 VACATION LEAVE

25.01 Vacation Year

The vacation year shall be from January 1st to December 31st.

25.02 Vacation Entitlement

- a) Provided that an Employee has completed six (6) months of continuous service, the Employee may be granted vacation leave in advance of the credits earned during such vacation' year, and will be advanced credits equivalent to the anticipated credits for each subsequent vacation year.
- b) For the purpose of vacation leave, continuous service is defined as:
 - i) the length of continuous service with the Employer for Employees hired subsequent to the date of transfer with no continuous service with the Federal Government; or,
 - ii) the length of continuous service with the Employer and the Federal Government for Employees who joined the Regina Airport Authority at the date of transfer.



25.03 Credits

An Employee shall earn vacation leave credits for each calendar month worked at the following rates:

# Years Continuous Service	# of Annual Weeks of Entitlement	MONTHLY ENTITLEMENT		
		37.5 Hour Average Work Week	40 Hour Average Work Week	42 Hour Average Work Week
Minimum Hours Pay Required to Earn Monthly Credit		75 hours	80 hours	84 hours
1 - 8 years	3 weeks	9.375 hours	10.000 hours	10.667 hours
8 - 18 years	4 weeks	12.500 hours	13.333 hours	14.667 hours
18 - 29 years	5 weeks	15.625 hours	16.666 hours	18.667 hours
29 years or over	6 weeks	18.750 hours	20.000 hours	21.333 hours

25.04 Scheduling

- a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- b) In scheduling vacation leave with pay to an Employee the Employer shall, subject to operational requirements, make every reasonable effort:
 - i) to grant the Employee his or her vacation leave during the fiscal year in which it is earned, provided written notice of the period requested is given by the Employee not later than March 1st;
 - ii) to ensure that approval of an Employee's request for vacation leave is not unreasonably denied;
 - iii) to schedule vacation leave on an equitable basis and when there is no conflict with the interest of the Employer or other Employees, according to the wishes of the Employee;
- c) The Employer shall give the Employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave.



- d) The Employer agrees to make every reasonable effort to comply with any subsequent request made by the Employee for a different period of leave.
- e) The Employer will make every reasonable effort not to cancel a period of vacation leave which has been previously approved in writing unless in case of an emergency.
- f) Subject to operational requirements, the Employer will make every reasonable effort to continue its current practice of granting short term leave requests.

25.05 Carry-Over

- 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-third (1/3) of the Employee's annual entitlement from the previous year unless, by mutual agreement, an exception is made. An Employee shall not carry-over vacation leave beyond one year.
- 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 based on the rate of pay at which it was earned.

25.06 Displacement of Vacation Leave

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

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

25.07 Recall

- a) The Employer will make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave with pay.
- b) Where, 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:
 - i) in proceeding to the Employee's place of duty, and



- ii) in returning to the place from which the Employee was recalled if the Employee immediately resumes vacation upon completing the assignment for which the Employee was recalled, after submitting such accounts as are normally required by the Employer.
- c) The Employee shall not be considered as being on vacation leave during any period in respect of which the Employee is entitled under sub-clause 25.07 (b) to be reimbursed for reasonable expenses incurred by the Employee.

25.08 Leave When Employment Terminates

When an Employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid for any earned but unused vacation leave with pay to the Employee's credit at the Employee's current rate of pay at which the vacation leave was earned.

**ARTICLE 26
OTHER LEAVE WITH OR WITHOUT PAY**

26.01 Bereavement Leave With Pay

- a) For the purpose of this clause, immediate family is defined as parent (father, mother or alternatively stepfather, stepmother, or foster parent), brother, sister, fiancé, spouse (including common-law spouse resident with the Employee), child (including child of common-law spouse), stepchild or ward of the Employee, grandparent, grandchild, father-in-law, mother-in-law, legal guardian and relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- b) When a member of the Employee's immediate family dies, an Employee shall be entitled to a bereavement period of four (4) consecutive calendar days which must include the day of the funeral. During such period the Employee shall be paid for those days/shifts which are not regularly scheduled days of rest for the Employee. In addition the Employee may be granted up to three (3) days/shifts travel leave with pay for the purpose of travel related to death.
- c) An Employee is entitled to one (1) day/shift bereavement leave for the purpose related to the death of his or her grandparent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- d) **If**, during a period of compensatory leave, an Employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under this clause, the Employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any current 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 greater than that provided under this clause.

26.02 Maternity and Parental Leave

a) **General**

- i) An Employee shall notify the Employer in writing, at least four (4) weeks in advance of the initial date of the intended period of leave under this article, unless there is a valid reason why the notice cannot be given.
- ii) When the Employee returns to work from any period of leave under this Article, the Employer will return the Employee to the same position which the Employee held prior to the leave, provided the position exists, but in any event, the Employee shall be reinstated to a comparable positions with the same wages and benefits.

b) **Maternity Leave Without Pay**

- i) An Employee who has requested maternity leave shall be granted maternity leave without pay for a period not exceeding seventeen (17) weeks.
- ii) **At** its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy.
- iii) Prior to the birth of the child, at the Employee's option, the Employee may request in writing to continue the pension, benefit, and life insurance plans. The Employee will be required to pay her applicable share of the cost of the plans to continue coverage. During any period of maternity leave, the Employer will continue to pay its applicable share of the cost of these plans if the Employee elects to continue coverage.
- iv) An Employee who has not commenced maternity leave without pay may elect to use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates.

Leave granted under this clause shall count as "continuous employment".

c) **Maternity Leave Allowance**

An Employee must complete at least 6 months of continuous service to be eligible to receive the maternity leave allowance. In respect to the period of maternity leave, the maternity leave allowance payments made according to the



Supplementary Unemployment Plan will consist of the following:

- i) an allowance of 93% of her average weekly gross rate of pay, for each of the first two weeks; and subsequently
- ii) an allowance of 38% of her average weekly gross rate of pay for a maximum of fifteen (15 weeks).

d) **Parental Leave Without Pay**

Upon written request by the Employee, leave up to twenty six (26) weeks under this clause shall be granted to:

- i) a female Employee following an approved period of maternity leave,
- ii) a male Employee who will come into the care and custody a new-born child,
- iii) an Employee who has obtained a court order to adopt a child.

Parental leave without pay shall not exceed twenty six (26) weeks, and shall not extend beyond fifty two (52) weeks after the birth or adoption of a child.

26.03 Leave Without Pay for the Care and 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 shall be granted under this clause once per child 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 be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculating of "service" for the purposes of calculating vacation leave;
- d) time spent on such leave shall not be counted for pay increment purposes.



26.04 Leave With Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the Employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) not necessarily residing with the Employee but requiring assistance 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:
- c)
 - i) up to 4 hours for an appointment to take a dependent family member to medical or dental appointments when the dependent is unable to go by themselves, or for appointments with school authorities 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 two (2) consecutive days/shifts to provide for the immediate and temporary care of a sick member of the Employee's family;
 - iii) one (1) day's/shift's leave with pay for needs directly related to the birth or to the adoption of the Employee's child. This leave may be divided into two (2) periods and granted on separate days.
- d) The total leave with pay which may be granted under this clause shall not exceed 5 days in a calendar year.

26.05 Court Leave

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

- a) for jury selection or duty;
- b) to serve on a jury.

An amount equivalent to any monies paid by the court system other than for direct expenses will be deducted from the Employee's pay.

26.06 Injury-on-Duty Leave

An Employee shall be granted injury-on-duty leave with pay for a reasonable period when a Worker's Compensation claim has been approved by the Provincial Workers' Compensation Board for a personal injury accidentally received in the performance of the Employee's duties and not caused by the Employee's willful misconduct, an industrial



illness or disease arising out of and in the course of the Employee's employment.

The Employee agrees to remit to the Employer any amount of lost wage benefits received by him or her from the Worker's Compensation Board in respect of such claim. When a claim exceeds six (6) months and the Employee's return to work date is indeterminate, the Employer may arrange for the Worker's Compensation Board to directly compensate the Employee.

26.07 Personal Needs

Leave without pay for personal needs shall be granted under the following provisions:

- a) subject to operational requirements, leave without pay for up to one (1) year will be granted to an Employee for personal needs;
- b) the total amount of leave without pay for personal needs granted to an Employee during the entire period of employment with the Employer may not exceed one (1) year and may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- c) time spent on leave without pay for personal needs shall not be counted for pay increment purposes but will, when under six (6) months duration, be counted for the purpose of calculating continuous service.

26.08 Education Leave

The Employer shall grant education leave with pay during an Employee's normally scheduled hours for the purpose of taking any courses, seminars or training required by the Employer. The Employer will pay course registration fees and tuition.

26.09 Spousal Union Leave with Pay

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



26.10 Leave Without Pay for Long-Term Care of a Parent

- 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 Employer;
 - 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.

26.11 Religious Holy Days

The Employer recognizes that the make-up of its workforce includes Employees of various religious beliefs. The Employer undertakes to facilitate such arrangements that would allow the Employee time off on holy days. Such arrangements may include the use of Designated Holidays (as defined in Article 27 Designated Paid Holidays), earned compensatory leave, vacation leave or leave without pay.

26.12 At its discretion, the Employer may grant leave with or without pay when circumstances not directly attributable to the Employee prevent the Employee from reporting for duty or for purposes other than those specified in this agreement, including leave for Union related business.

- a) leave without pay for periods greater than three (3) months shall not **be** counted:
 - i) as "continuous service" or days/shifts with pay" for the purposes of calculating vacation leave,
 - ii) as "days/shifts with pay" for the purposes of earning sick leave credits;



- iii) for pay increment purposes; or,
- iv) as “employment” for the purpose of calculating severance pay.

26.13 The Employer will grant leave with pay to an Employee called as a witness by an Arbitration Board or the Canada Industrial Relations Board.

26.14 The Employer will grant leave with pay to a reasonable number of Employees who are meeting with Management on behalf of the Alliance.

26.15 The Employer will grant leave with pay to an Employee who is:

- i) party to the arbitration
- ii) a representative of an Employee who is party to an arbitration.

26.16 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 UCTE, conventions of the Canadian Labour Congress, and conventions of Provincial Federations of Labour.

26.17 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.

26.18 Commencing six (6) months prior to the expiry date of the collective agreement, or as otherwise agreed, the Employer will grant leave with pay to three (3) Employees during regular working hours and for a maximum of two (2) days for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance.

26.19 The Employer will grant leave with pay for three (3) Employees to attend contract negotiations to a point of impasse, or to a maximum of 150 hours total (50 hours per Employee).

26.20 Requests for leave without pay for Alliance or Union business will be made in advance, in writing.



ARTICLE 27
DESIGNATED PAID HOLIDAYS

27.01 Subject to clause 27.02, 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) Civic Holiday (August)
- g) Labour Day,
- h) Thanksgiving Day,
- i) Remembrance Day,
- j) Christmas Day,
- k) Boxing Day,
- l) one (1) additional day when proclaimed by an Act of Parliament.

27.02 An Employee absent without pay on the working day both immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday.

27.03 Except for Firefighters

When a day designated as a holiday under clause 27.01 coincides with an Employee's day of rest, the holiday shall be moved to the first scheduled working day following the Employee's day of rest.

When two (2) days designated as holidays under clause 27.01 coincide with an Employee's days of rest, the holidays shall be moved to the Employee's first two (2) scheduled working days following the days of rest.

When a day designated as a holiday for an Employee is moved to another day under the provisions of this clause, work performed by an Employee on the day from which the holiday was moved shall be considered as worked performed on the day of rest.



27.04 For Firefighters (current practice to continue)

- a) When a day designated as a holiday under clause 27.01 coincides with a firefighter's day of rest, the Employer shall grant a lieu day, subject to operational requirements and adequate advance notice, at such a time as the Employee may request.
- b) 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 in cash for each unused lieu day at the Employee's applicable rate of pay.

27.05 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.

27.06 Where operational requirements permit, the Employer shall not schedule an Employee to work both December 25 and January 1 in the same holiday season. Where applicable, an Employee who has worked December 25 the previous holiday season will be given preference to having December 25 off in the subsequent season. Seniority shall be the deciding factor in resolving conflicts between Employees in regard to holiday scheduling identified in this Article.

**ARTICLE 28
STAFFING PROCEDURE**

28.01 The Employer shall post all permanent vacancies and newly created positions in the Bargaining unit.

28.02 Job opportunities will be open to all Bargaining unit members. In the event a qualified candidate is not found, and no candidate could qualify, following a reasonable period of training or experience then an external search will be carried out. The Employer will notify all Employees on leave or off shift of all job opportunities.

28.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the closing date.

28.04 The poster shall contain the following requirements and information:

- a) The skills, qualifications, abilities and experience required of the position to be filled, including the requirements for license, certification and/or trades ticket; and
- b) The salary of the position to be filled.

28.05 The requirements contained in the posting shall be fair and reasonable in relation to the positions to be filled.



28.06 The poster shall be forwarded to the Union prior to posting.

28.07 a) All non-probationary Employees who apply for a job posting 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. The qualifications of the candidates for the position will be evaluated against the posted qualifications. The Employer shall evaluate **all** candidates in a fair and reasonable manner and without discrimination, and will offer the position, in descending order, to the most qualified candidate. Where the qualifications of the candidates are assessed as relatively equal, the candidate with the greatest length of continuous service shall be offered the position.

b) For the purpose of this article continuous service is defined as the length of continuous service with the Federal Government and Regina Airport Authority for Employees having accepted the offer of employment from Regina Airport Authority at the time of transfer from the Federal Government.

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

28.09 The Employer representative(s) conducting the interviews shall interview all candidates in the Bargaining unit who meet the minimum requirements of the position, as posted.

When applicable, in lieu of other relevant qualifications, a combination of abilities, skill and experience may be considered and such shall be demonstrated on the poster.

28.10 If requested, all unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. And further, may receive such reasons in writing.

28.11 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.

Temporary Assignments

28.12 Articles 28.01 to 28.11 will also apply to acting and temporary assignments, which exceed one hundred and twenty (120) days.

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

28.13 All staffing actions by the Employer will be completed in a fair and reasonable manner.



**ARTICLE 29
CLASSIFICATION AND RE-CLASSIFICATION**

- 29.01** The Employer shall be responsible for classifying any new positions or reclassifying existing positions in accordance with the provisions of the collective agreement. All classification decisions shall be objective, unbiased, and reasonable and Employer accepts its onus.
- 29.02** The decisions of the Employer regarding any new classification or reclassification shall be reviewed by PSAC.
- 29.03** Should the parties be unable to reach agreement on the new classification or reclassification the matter may be dealt with through the grievance procedure commencing at Step 2.

**ARTICLE 30
STATEMENT OF DUTIES**

- 30.01** Upon written request, an Employee shall be provided with a complete and current statement of the duties and responsibilities of their position, and where applicable, the classification level and an organization chart depicting the position's place in the organization and the point rating where applicable and available.

**ARTICLE 31
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 31.01** 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.
- 31.02** 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.

31.03 An Employee has the right to make written comments to be attached to the performance review form.

31.04 Upon written request of an Employee, and where practicable, the personnel file of that Employee shall be made available for an examination in the presence of an authorized representative of the Employer. Upon request, an Employee will be given a copy of specific documents from their personnel file.

31.05 The Employer shall maintain one (1) personnel file for each Employee. There shall be no disciplinary report or other document, relating to an Employee's conduct or performance placed on that file unless a copy of the report or document has been given to the Employee in accordance with Article 12.

ARTICLE 32 LAYOFF AND RECALL

32.01 Where the services of an Employee are no longer required by reason of lack of work or the discontinuance of a function, the Employer will make every effort to review and consider work options to assist the Employee in continuing employment to avoid layoff. If options cannot be implemented, in accordance with Article 5, the Employer may lay off the Employee. In the case of layoff, length of continuous service of employees in an affected position will be the governing factor. For greater certainty, employees in an affected position will be laid off in order of their length of continuous service as defined in Article 28.07 (b) from shortest service to longest service.

32.02 An Employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created Bargaining Unit positions for which the Employee is qualified or may qualify within a reasonable training period.

ARTICLE 33 TECHNOLOGICAL CHANGE

33.01 The parties agree that they shall be governed by the definition of technological change as follows:

- a) the introduction by an Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; or
- b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to that equipment or material.



33.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of Employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.

33.03 The notice mentioned in clause 33.02 shall be given in writing and shall contain the following information:

- a) the nature of the technological change,
- b) the date upon which the Employer proposes to effect the technological change,
- c) the approximate number, type, and location of Employees likely to be affected by the change.
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the Employee affected,
- e) all pertinent data relating to the anticipated effects on Employees.

33.04 Once the Employer has given the Alliance the notice described in 33.02 the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

- a) a detailed description of the nature of the proposed technological change;
- b) the names of those Employees who will initially be likely to be affected by the proposed technological change; and,
- c) the rationale for the change.

33.05 During the notice period described in Article 33.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

33.06 Where as a result of technological change, training is required in order for the Employees affected to perform the work, such training shall be provided by the Employer at no expense to the Employee. The Employer will make every reasonable effort to provide such training during the Employee's working hours. Salary and benefits in accordance with the collective agreement shall be maintained for Employees engaged in such training.



ARTICLE 34 SEVERANCE

34.01 The Regina Airport Authority assumed operation of the Regina Airport on May 1st, 1999 and Severance Pay is only calculated for the period of time that the Employee is actually employed by the Regina Airport Authority and does not apply to any prior employment with the Government of Canada or any other organization.

34.02 Under the following circumstances and subject to 34.03 below, an Employee shall receive severance benefits calculated on the basis of the Employee's weekly rate of pay:

a) **Lay-Off**

- i) On the first layoff two (2) weeks' pay for the first complete year of continuous employment, subsequent to May 1, 1999, and one (1) week's pay for each additional complete year of continuous employment.
- ii) On second or subsequent layoff one (1) week's pay for each complete year of continuous employment less any period in respect of which the Employee was granted severance pay under sub-clause (a)(i) above.

b) **Resignation**

On resignation, subject to sub-clause (34.02)(d) and with ten (10) or more years of continuous employment, subsequent to May 1st, 1999, one-half (1/2) weeks' pay for each complete year of continuous employment up to a maximum of twenty six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c) **Rejection on Probation**

On rejection on probation, when an Employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay for each complete year of continuous employment, subsequent to May 1, 1999, with a maximum of twenty seven (27) weeks' pay.

d) **Retirement**

- i) On retirement, when an Employee is entitled to an immediate annuity or an immediate annual allowance under the Regina Airport Pension Plan; or,
- ii) a part-time Employee, who regularly works more than thirteen and one half (13%) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Regina Airport Pension Plan, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance. A severance payment in



respect of the Employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment, subsequent to May 1, 1999, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

e) **Death**

If an Employee dies, there shall be paid to the Employee's estate a severance payment in respect of the Employee's complete period of continuous employment comprised of one (1) week's pay for each complete year of continuous employment, subsequent to May 1, 1999, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

f) **Release for Incapacity or Incompetence**

i) When an Employee has completed more than one (1) year of continuous employment, subsequent to May 1, 1999, and ceases to be employed by reason of release for incapacity, one (1) week's pay for each complete year of such continuous employment with a maximum benefit of twenty eight (28) weeks.

ii) when an Employee has completed more than ten (10) years of continuous employment, subsequent to May 1, 1999, and ceases to be employed by reason of release for incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty eight (28) weeks.

34.03 Severance benefits payable to an Employee under this Article shall be reduced by any period of continuous employment in respect of which the Employee has already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under 34.02 above be pyramided.

34.04 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the Employee is entitled for the position prescribed in the Employee's certificate of appointment on the date of the termination of the Employee's employment.



**ARTICLE 35
BREAK IN SERVICE AND EMPLOYMENT**

35.01 Service and employment will be terminated when an Employee:

- a) resigns; or
- b) retires; or
- c) is discharged for just and sufficient cause; or
- d) is laid off and accepts a severance package as described in Article **34**; or
- e) abandons his or her position by failing to report for duty for five (**5**) consecutive days/shifts unless the Employee provides an explanation for his or her absence which is satisfactory to the Employer.

**ARTICLE 36
HEALTH AND SAFETY**

- 36.01** a) The Employer, the Union and the Employees have a responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of Employees.
- b) Both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree **that** work practices shall be governed by the Canada Labour Code and its regulations. In addition, safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code.
- c) The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, **a** joint Health and Safety Committee shall be established consisting of two (2) representatives of the Employer and two (2) Employees appointed by the Union.
- d) When a pregnant Employee or nursing mother expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child, or nursing child, and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the Employee within or outside the Bargaining Unit after consultation with the Union and in a manner consistent with the Collective Agreement.



36.02 Duties which are identified in legislation applicable to the Airport as requiring mandatory trade qualifications for their performance, will be assigned to and performed by Employees who possess the required qualifications.

36.03 The Employer, the Employees and the Union recognize the rights of **all** persons employed by the Employer to work in an environment free of violence, in any form, and agree that acts of violence will not be tolerated. Cases of proven incidents of violence will be cause for disciplinary action up to and including discharge.

ARTICLE 37 REGISTRATION FEES

37.01 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.

37.02 For all Employees who must possess a professional level of driver's license as required by the Employer, the Employer will reimburse the difference between a standard operator's license and the professional level license, and any cost associated with medical examinations required to obtain the professional license.

ARTICLE 38 PARKING

38.01 The Employer agrees to provide parking with electrical plug-ins at no cost to **all** Employees.

ARTICLE 39 TRAINING AND TRAVEL

39.01 Time an Employee spends in mandatory training and time in which an Employee spends in travel to/from such training shall be considered as hours worked.

39.02 When an Employee is required to travel for mandatory training purposes on:

- a) a normal working day spent in travel but not in training, the Employee will receive his or her regular pay for the day; or;
- b) a normal working day spent in training but not in travel, the Employee will receive his or her regular pay for the day;
- c) a normal working day spent in a combination of training and travel, the Employee shall be compensated:
 - i) for his/her regular pay for the day; and



- ii) at overtime rates for time in excess of the normal hours of work with a maximum payment for such additional time not to exceed 8 hours pay at straight time rate;
- d) a day of rest or a designated paid holiday, time spent in travel and/or training shall be considered time worked, and shall be paid at overtime rates except that hours in excess of the normal daily hours of work will be paid to a maximum of 8 hours pay at straight time rate.

39.03 For the purposes of clauses 39.02, the traveling time for which an Employee shall be compensated is as follows:

- a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the Employee's place of residence or workplace, as applicable, direct to the Employee's destination and, upon the Employee's return, direct back to the Employee's residence or workplace.

In the event that an alternate time of departure and/or means of travel is requested by the Employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

39.04 When an Employee is required to travel outside of the Regina area for work, time spent in travel shall be considered working time.

39.05 Compensation under this article in excess of normal hours of work may be liquidated in pay or equivalent time off (compensatory leave pursuant to Article 17 as requested by the Employee).

39.06 Employer will reimburse Employees for expenses incurred traveling on Employer business in accordance with the rates as set out in the Regina Airport Authority Travel Policy.



ARTICLE 40
UNIFORMS, CLOTHING, AND TOOLS

- 40.01** For the health and safety of Employees and the public image of the Employer, uniforms and protective clothing or allowances will be provided on an individual basis in accordance with the provisions of this article to those Employees who are required by the Employer to wear them on duty.
- 40.02** The Employer will hold meaningful and constructive consultations with the Union when the nature of the work is such that special protective clothing and outerwear, which must meet CSA and WCB standards, may be required for reasons of occupational health and safety. It is recognized by the parties that the initial forum for such consultation shall be the Occupational Health and Safety Committee. Such clothing will be provided, maintained and replaced at no cost to the Employee.
- 40.03** The Employer will provide the clothing items, or allowances for items under the terms listed below:

General Conditions

- a) all clothing items, whether purchased by the Employer or the Employee, shall meet CSA and WCB standards.
 - b) replacement cycles will be from date of initial issue.
 - c) replacements will be made as required, based on wear and tear.
 - d) rain wear (hats, coats, pants and boots) will be provided as required.
 - e) initial fitting is the responsibility of the Employer
 - f) the Employer will provide laundry services at no cost to the Employee for rental clothing.
- 40.04** Supply and installation of Identification Crests shall be the responsibility of the Employer.
- 40.05** The Employer shall reimburse a maximum of \$200.00 every 2 years to Employees who are required to wear safety footwear. All safety boots shall be CSA approved.
- 40.06** The Employer will continue the practice of providing sunglasses for the Trades helper, Mechanic, Equipment Operator - regular and seasonal, Equipment Operator Winter Foreman, Electrician, Building Technician, Supervisor Airfield Mobile, and Supervisor Building Electrical positions and the Firefighter and Firefighter Captain positions.
- 40.07** The Employer will supply parkas when required to Employees who work outdoors on a regular basis. Employees will also be supplied with snow pants if they work outdoors on



a regular basis. Parkas will be cleaned annually, or as needed, by the Employer at no cost to the Employee. The Employer will also provide winter gloves and mitts as required.

40.08 The Employer will provide, maintain and replace, at no cost to the Employee, all tools required by Employees in the performance of their duties.

40.09 The Employer will endeavour to solicit bids from Canadian unionized clothing manufacturers, preferably in Regina. Where costs and quality of the goods are better or relatively equal, preference will be given to those unionized clothing manufacturers.

ARTICLE 41 LONG SERVICE PAY

41.01 This Article applies to Firefighters only.

41.02 An Employee who receives pay for at least eight-four (84) hours for each of twelve (12) consecutive months for which the Employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to be paid in a lump sum, an amount related to the Employee's period of continuous employment with the Employer set out in the following table: (continuous employment will include prior public service for those Employees who transferred to the Employer on May 1, 1999)

Period of Continuous Employment	Annual \$
5 to 9 years	340
10 to 14 years	450
15 to 19 years	580
20 to 24 years	710
25 to 29 years	840
30 years or more	970

41.03 An Employee who does not receive at least eighty-four (84) hours pay for each of twelve (12) consecutive calendar months for which the Employee is eligible to receive long service pay, beginning October 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in 41.02 for each month for which they receive at least eighty-four (84) hours pay.

41.04 Where an Employee does not complete the Employee's specified period of continuous employment upon the first day of a calendar month, the Employee shall, for the purpose of Clause 41.02 be deemed to have completed the specified period of employment;

- a) on the first day of the current month if the Employee completes the specified period of employment during the first fifteen (15) days of the month; and,
- b) on the first day of the subsequent month in any other case.



**ARTICLE 42
AGREEMENT RE-OPENER**

42.01 This agreement may be amended by mutual consent.

**ARTICLE 43
FIREFIGHTER PHYSICAL FITNESS PROGRAM**

43.01 The Employer agrees, in consultation with the Union, to develop and implement a reasonable physical fitness program for Firefighters, including frequency of testing, within twelve (12) months of the date of the signing of this agreement. Employees will be given reasonable opportunity to meet the standard.

43.02 Operating conditions permitting, the Employer shall schedule Employees for exercise one (1) hour per shift on physical fitness apparatus or facilities provided by the Employer. The Union shall be consulted with respect to selection of such apparatus or facilities. Unavailability of exercise time shall not constitute justification for failure to meet the physical fitness program. An Employee who fails to meet the program will be afforded a re-test within thirty (30) days. Should the Employee fail the re-test, he/she will be given a third and final opportunity to meet the program at any time within the next sixty (60) days.

Testing shall be designed in blocks of related material and any re-testing shall be restricted to those blocks of material where the Employee has failed to meet the program. An Employee who fails to meet the program will be afforded thirty (30) days of remedial training and then re-tested. Should the Employee fail the re-test, he/she will be given a third and final opportunity to meet the program at any time within the next sixty (60) days.

43.03 Should the results of a re-test not be met and for the twelve (12) month period following the date of the initial test, the Employee:

- a) shall be eligible for assignment, without posting, to any vacant position in the Bargaining Unit for which the Employee is qualified or could qualify within a training period not to exceed three (3) months. An Employee in the Bargaining Unit who would have been eligible to compete for the vacant position shall have the right to grieve the appointment in which event the position will be posted.
- b) may, at any time during this period, elect that his or her employment be terminated.

43.04 In the event the Employee has not obtained alternate employment with the Employer after the expiration of the twelve (12) month period, nor elected the options in 43.03 above, the Employer will review, in consultation with the local Union, the circumstances prior to pay out of severance pay and termination.

43.05 The time frames required for re-testing shall not affect the scheduling of any subsequent, annual or otherwise, physical fitness test.



**ARTICLE 44
DURATION**

44.01 The provisions of this Collective Agreement, with the exception of rates of pay, will become effective at the date of signing. The provisions of this Collective Agreement will expire on June 30, 2013.

**ARTICLE 45
SEASONAL EMPLOYEES**

45.01 Definition - Seasonal Employee means an Employee hired specifically for winter season's work as airfield maintenance operators.

45.02 The Articles of this collective agreement will apply to Seasonal Employees with the exception of Articles 24, 25, 26, 34 and 47.

45.03 Vacation Pay - Seasonal Employees shall be paid 4% of gross earnings at the end of their seasonal employment period in lieu of vacation leave credits.

45.04 Recall - Providing seasonal work, as described in 45.01, is required, Seasonal Employees will be offered seasonal employment for the subsequent work season by the Employer on the basis of operational needs and qualifications.

45.05 The Employer agrees to pay each Seasonal Employee a percentage amount equal to the percentage amount paid to full time permanent Employees in the form of a pension contribution. Such percentage amount will be paid for the period of seasonal employment at the end of the employment period only for those declining in pension enrolment.

45.06 Further discussion resulted in the agreement to allow seasonal workers to enroll in the company benefit programs. Individuals would be responsible to cover off all costs when not working for the Authority (no cost to the Authority).

**ARTICLE 46
STUDENTS**

46.01 Definition - Students are persons in pursuit of post secondary education and whom the Regina Airport Authority may employ, in a sense of community spirit, for a variety of tasks including, but not limited to, grounds keeping, conducting of surveys, and airport ambassadors, for the purpose of financially assisting the students to continue with their education.

46.02 Students shall not be subject to the provisions of this Collective Agreement.

46.03 In lieu of vacation leave credits, Students shall receive 4% of their gross earnings.



**ARTICLE 47
PENSION, HEALTH AND BENEFIT PLANS**

- 47.01** For the life of this collective agreement, the Employer agrees to provide permanent Employees, those benefits as outlined in the group, life and health insurance policy, and of which are in effect at the time of the signing of this collective agreement, including the current contribution levels.
- 47.02** For the life of this collective agreement, the Employer agrees to continue the existing pension plan and contributions and to adhere to existing and applicable legislation with respect to pension plans. Further information is contained in the booklet provided to each Employee.

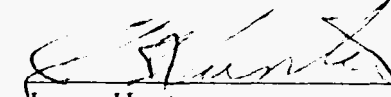
**ARTICLE 48
RATES OF PAY AND APPENDIX "A"**


	Economic	Reclassification	Total
48.01 July 1, 2008 – June 30, 2009	- Reclassified Rates take effect (See Appendix "A")		
48.02 July 1, 2009 – June 30, 2010	0.75%	3.00%	3.75%
48.03 July 1, 2010 – June 30, 2011	0.75%	3.00%	3.75%
48.04 July 1, 2011 – June 30, 2012	1.50%	3.00%	4.50%
48.05 July 1, 2012 – June 30, 2013	4.50%	n/a	4.50%




Dated this 7th day of April, 2009

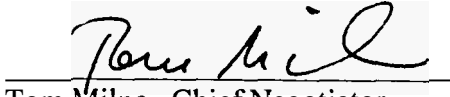
On behalf of Regina Airport Authority

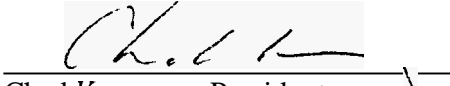

James Hunter
President & CEO

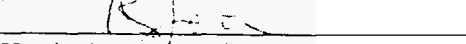

Derrick Thue CMA, CA
Vice-president Administration & CFO

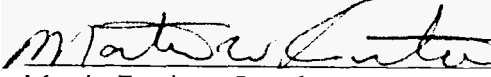
On behalf of the Public Service
Alliance of Canada

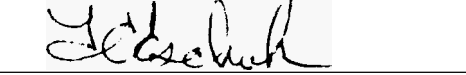

Robyn Benson,
Regional Executive Vice-president,
Prairies


Tom Milne- Chief Negotiator


Chad Kemery - President
Local 40403


Kevin Joa - Local 40403


Matrin Fortier - Local 40403


Teresa Eschuk - UCTE RVP Prairies



Article 48 - Classification Framework, Pay Grids and Rates of Pay									
Position (Job titles)	Hours of Work	Reclass Band	Band Allocation Pay Rates	Year 1 STEP1	Year 2 STEP2	Year 3 STEP 3	Year 4 STEP 4		
Trades helper	2,080	2	\$ 20.00	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85		
Equip Operator - regular & seasonal	2,080	3	\$ 23.33	\$ 23.33	\$ 24.03	\$ 24.75	\$ 25.49		
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68		
Operations Assistant	1,950	4	\$ 25.33	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68		
Mechanic	2,080	4	\$ 25.33	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68		
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68		
Electrician	2,080	5	\$ 26.85	\$ 26.85	\$ 27.66	\$ 28.49	\$ 29.34		
Building Technician	2,080	5	\$ 26.85	\$ 26.85	\$ 27.66	\$ 28.49	\$ 29.34		
Projects Officer	1,950	5	\$ 26.85	\$ 26.85	\$ 27.66	\$ 28.49	\$ 29.34		
Firefighter	2,184	5	\$ 26.85	\$ 26.85	\$ 27.66	\$ 28.49	\$ 29.34		
Firefighter Captain	2,184	6	\$ 29.00	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69		
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 29.00	\$ 29.87	\$ 30.77	\$ 31.69		
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 31.32	\$ 32.26	\$ 33.23	\$ 34.22		
Operations Officer	1,950	7	\$ 31.32	\$ 31.32	\$ 32.26	\$ 33.23	\$ 34.22		
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 31.32	\$ 32.26	\$ 33.23	\$ 34.22		
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 32.65	\$ 33.63	\$ 34.64	\$ 35.68		
STEPS: • Step One reflects top step - Year 1; Step 2 reflects top step Year 2; Step 3 reflects top step Year 3; Step 4 reflects top step Year 4.									
Note: At the end of four years we end up with a full four step system.									
Present Incumbent Status Positions									
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27	\$ 29.27	\$ 30.15	\$ 31.05	\$ 31.98		

Apprenticeship Program:

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.



48.01 - July 1, 2008 - June 30, 2009 – Reclassified Rates

Position (Jobtitles)	Hours of Work	Band	Band Pay Rates	STEP1
Trades helper	2,080	2	\$ 20.00	\$ 20.00
Equip Operator - regular & seasonal	2,080	3	\$ 23.33	\$ 23.33
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 25.33
Operations Assistant	1,950	4	\$ 25.33	\$ 25.33
Mechanic	2,080	4	\$ 25.33	\$ 25.33
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 25.33
Electrician	2,080	5	\$ 26.85	\$ 26.85
Building Technician	2,080	5	\$ 26.85	\$ 26.85
Projects Officer	1,950	5	\$ 26.85	\$ 26.85
Firefighter	2,184	5	\$ 26.85	\$ 26.85
Firefighter Captain	2,184	6	\$ 29.00	\$ 29.00
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 29.00
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 31.32
Operations Officer	1,950	7	\$ 31.32	\$ 31.32
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 31.32
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 32.65

Present Incumbent Status Positions	Hours of Work	Band	Band Pay Rates	STEP1
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27	\$ 29.27

Apprenticeship Program

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.



48.02 - July 1, 2009 - June 30, 2010 - 3% Step 2 Development; and 0.75% Economic Increase

	Hours of Work	Band	Band Pay Rates	STEP 1	STEP 2
Trades helper	2,080			\$ 20.15	\$ 20.75
<u>Equip Operator - regular & seasonal</u>	2,080	3	\$ 23.33	\$ 23.50	\$ 24.20
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 25.52	\$ 26.28
Operations Assistant	1,950	4	\$ 25.33	\$ 25.52	\$ 26.28
Mechanic	2,080	4	\$ 25.33	\$ 25.52	\$ 26.28
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 25.52	\$ 26.28
Electrician	2,080	5	\$ 26.85	\$ 27.05	\$ 27.86
Building Technician	2,080	5	\$ 26.85	\$ 27.05	\$ 27.86
Projects Officer	1,950	5	\$ 26.85	\$ 27.05	\$ 27.86
Firefighter	2,184	5	\$ 26.85	\$ 27.05	\$ 27.86
Firefighter Captain	2,184	6	\$ 29.00	\$ 29.22	\$ 30.09
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 29.22	\$ 30.09
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 31.55	\$ 32.49
Operations Officer	1,950	7	\$ 31.32	\$ 31.55	\$ 32.49
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 31.55	\$ 32.49
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 32.89	\$ 33.87

Present Incumbent Status Positions					
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27	\$ 30.37	

Apprenticeship Program

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.



48.03 - July 1, 2010 - June 30, 2011 - 3% Step 3 Development; and 0.75% Economic Increase

Position (Job titles)	Hours of Work	Band	Band Pay Rates	STEP 1	STEP 2	STEP 3
Trades helper	2,080	2	\$ 20.00	\$ 20.30	\$ 20.91	\$ 21.53
Equip Operator - regular & seasonal	2,080	3	\$ 23.33	\$ 23.68	\$ 24.39	\$ 25.12
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 25.71	\$ 26.48	\$ 27.27
Operations Assistant	1,950	4	\$ 25.33	\$ 25.71	\$ 26.48	\$ 27.27
Mechanic	2,080	4	\$ 25.33	\$ 25.71	\$ 26.48	\$ 27.27
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 25.71	\$ 26.48	\$ 27.27
Electrician	2,080	5	\$ 26.85	\$ 27.25	\$ 28.07	\$ 28.91
Building Technician	2,080	5	\$ 26.85	\$ 27.25	\$ 28.07	\$ 28.91
Projects Officer	1,950	5	\$ 26.85	\$ 27.25	\$ 28.07	\$ 28.91
Firefighter	2,184	5	\$ 26.85	\$ 27.25	\$ 28.07	\$ 28.91
Firefighter Captain	2,184	6	\$ 29.00	\$ 29.44	\$ 30.31	\$ 31.22
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 29.44	\$ 30.31	\$ 31.22
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 31.79	\$ 32.74	\$ 33.72
Operations Officer	1,950	7	\$ 31.32	\$ 31.79	\$ 32.74	\$ 33.72
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 31.79	\$ 32.74	\$ 33.72
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 33.14	\$ 34.13	\$ 35.15

Present Incumbent Status Positions	Hours of Work	Band	Band Pay Rates	STEP 1	STEP 2	STEP 3
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27			\$ 31.51

Apprenticeship Program

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.



48.04 - July 1, 2011 - June 30, 2012 - 3% Step 3 Development; and 1.50% Economic Increase

Position (Job titles)	Hours of Work	Band	Band Pay Rates	STEP1	STEP2	STEP3	STEP4
Trades helper	2,080	2	\$ 20.00	\$ 20.61	\$ 21.21	\$ 21.86	\$ 22.50
Equip Operator - regular & seasonal	2,080	3	\$ 23.33	\$ 24.04	\$ 24.75	\$ 25.49	\$ 26.25
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 26.10	\$ 26.87	\$ 27.68	\$ 28.50
Operations Assistant	1,950	4	\$ 25.33	\$ 26.10	\$ 26.87	\$ 27.68	\$ 28.50
Mechanic	2,080	4	\$ 25.33	\$ 26.10	\$ 26.87	\$ 27.68	\$ 28.50
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 26.10	\$ 26.87	\$ 27.68	\$ 28.50
Electrician	2,080	5	\$ 26.85	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.21
Building Technician	2,080	5	\$ 26.85	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.21
Projects Officer	1,950	5	\$ 26.85	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.21
Firefighter	2,184	5	\$ 26.85	\$ 27.66	\$ 28.48	\$ 29.34	\$ 30.21
Firefighter Captain	2,184	6	\$ 29.00	\$ 29.88	\$ 30.76	\$ 31.69	\$ 32.63
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 29.88	\$ 30.76	\$ 31.69	\$ 32.63
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 32.27	\$ 33.22	\$ 34.23	\$ 35.24
Operations Officer	1,950	7	\$ 31.32	\$ 32.27	\$ 33.22	\$ 34.23	\$ 35.24
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 32.27	\$ 33.22	\$ 34.23	\$ 35.24
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 33.64	\$ 34.63	\$ 35.68	\$ 36.73

Present Incumbent Status Positions							
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27				\$ 32.92

Apprenticeship Program

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.



48.05 - July 1, 2012 - June 30, 2013 - 4.50% Economic Increase

Position (Job titles)	Hours of Work	Band	Band Pay Rates	STEP1	STEP2	STEP3	STEP4
Trades helper	2,080	2	\$ 20.00	\$ 21.53	\$ 22.17	\$ 22.84	\$ 23.51
Equip Operator - regular & seasonal	2,080	3	\$ 23.33	\$ 25.12	\$ 25.86	\$ 26.64	\$ 27.43
Administrative Assistant - Finance	1,950	4	\$ 25.33	\$ 27.27	\$ 28.08	\$ 28.93	\$ 29.78
Operations Assistant	1,950	4	\$ 25.33	\$ 27.27	\$ 28.08	\$ 28.93	\$ 29.78
Mechanic	2,080	4	\$ 25.33	\$ 27.27	\$ 28.08	\$ 28.93	\$ 29.78
Equip Operator (Winter Foreman)	2,080	4	\$ 25.33	\$ 27.27	\$ 28.08	\$ 28.93	\$ 29.78
Electrician	2,080	5	\$ 26.85	\$ 28.91	\$ 29.76	\$ 30.66	\$ 31.57
Building Technician	2,080	5	\$ 26.85	\$ 28.91	\$ 29.76	\$ 30.66	\$ 31.57
Projects Officer	1,950	5	\$ 26.85	\$ 28.91	\$ 29.76	\$ 30.66	\$ 31.57
Firefighter	2,184	5	\$ 26.85	\$ 28.91	\$ 29.76	\$ 30.66	\$ 31.57
Firefighter Captain	2,184	6	\$ 29.00	\$ 31.22	\$ 32.15	\$ 33.12	\$ 34.10
Lease & Contracts Officer	1,950	6	\$ 29.00	\$ 31.22	\$ 32.15	\$ 33.12	\$ 34.10
IT/Groundside Officer	1,950	7	\$ 31.32	\$ 33.72	\$ 34.72	\$ 35.77	\$ 36.82
Operations Officer	1,950	7	\$ 31.32	\$ 33.72	\$ 34.72	\$ 35.77	\$ 36.82
Supervisor Airfield Mobile	2,080	7	\$ 31.32	\$ 33.72	\$ 34.72	\$ 35.77	\$ 36.82
Supervisor Building Electrical	2,080	8	\$ 32.65	\$ 35.15	\$ 36.19	\$ 37.29	\$ 38.39
Projects Officer PI/Salary Protected	1,950	n/a	\$ 29.27	\$ 34.41			

Apprenticeship Program

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

Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the apprentice may be terminated at the discretion of the Employer. Upon successful completion of the Apprenticeship program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classification band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.





**Regina Airport
Authority Inc.**



Firehall Committee Recommendations

Preamble:

The following pages summarize the recommendations of the working group:

The Regina Airport Authority (RAA) and the Public Service Alliance of Canada signed a Letter of Intent (Appendix 3.1) to develop recommendations to address the excessive over-time requirements currently needed to meet operational / legislated requirements in the firehall, by considering various operating scenarios including 18, 20 and 24 hour shift coverage patterns and discuss related staff requirements. Compliance with Canada Labour Code considerations dealing with over-time limitations is mandatory in arriving at any recommended options.

The Committee has met several times and has reached consensus on a majority of items that we are now recommending without prejudice to the "main table" bargaining teams.

Both the union and the employer have provided their comments on the outstanding issues on which consensus could not be reached. As a Committee, we have reached an impasse on these issues and submit these items to the main bargaining table for resolution.

Committee Members

Appointed by the Employer: Mr. Steve Burchi V.P. Operations
Mr. Rick Proulx Manager, Airport Operations

Appointed by the Union: Mr. Chad Kemery Firefighter/President Local 40403
Mr. Kevin Joa Firefighter

1. Recommendations

1.1 The firehall shall implement a 20 hour shift with 3 crews of 3 working a modified 2 on 4 off shift pattern as per Appendix 3.2. Crews will consist of 1 Captain (or Acting Captain) and 2 Firefighters. The 20 hour shift will be implemented effective January 1, 2009 and the schedule will be interpreted in accordance with the provisions of Article 16 of the collective agreement.

1.2 "Scheduled Days Off (SDO)" will be scheduled as follows:

- a) As per Appendix 3.3, a "SDO" wheel shall be used as a means of electing "no work days". Each Captain (or Acting Captain) will make his crew members election known to the employer no later than 7 days before the start of the month in which the day is to be taken.
- b) If a crew member fails to elect a "SDO" then the crew member's "SDO" day remains as originally scheduled.



**Regina Airport
Authority Inc.**



- c) A "SDO" shall not be scheduled on days when the duty roster is at minimum manning levels (two firefighters on duty).
- d) Crew members may change or exchange a "SDO" if no conflicts exist and the change complies with point c) above and the change or exchange is approved by the employer,

- 1.3** All leave will continue to be administered in accordance with the provisions of the CBA.
- 1.4** Staffing of 1 Crew Captain position as per Article 28 of the RAA / PSAC Collective Agreement will be expedited to fulfill the requirements of the 20 hour shift schedule.
- 1.5** No later than March 31, 2009, it is agreed that the current FR-04 position will either become one of the 3 Crew Captains (Present Incumbent only) or be assigned Monday to Friday hours work in accordance with Article 16. This time period is necessary to provide sufficient time to either hire and train an additional firefighter or to recruit a fire chief. It is agreed that the current practice utilizing the FR-04 position in the shift schedule will continue no later than March 31, 2009.

2. Firehall Committee Status

The Committee will remain active and meet a minimum of once every 6 months or as required to review any success, concerns, progress and challenges that arise as a result of the transition to the new 20 hour shift. The Committee will review suggestions for improvement and alternatives in the delivery of a 20 hour operating window if required.

The Committee will be disbanded by consensus when members feel no additional issues remain or the Committee no longer has a mandate to affect positive change.

Signed in Regina on November 20, 2008



3. Appendices

3.1 Letter of Intent



Regina Airport
Authority Inc.



LETTER OF INTENT
FOR THE COLLECTIVE AGREEMENT
Between
REGINA AIRPORT AUTHORITY INC.
And
PUBLIC SERVICE ALLIANCE OF CANADA

IT IS AGREED that a joint Committee be formed to develop recommendations for a fire hall staffing plan to address the excessive over-time requirements currently needed to meet operational / legislated requirements.

- A. That a joint committee be formed with a maximum of two (2) members from each party. The Vice President of Operations will be one of the Employer's representatives and a second person will be appointed as soon as possible. The union will also appoint two members to this committee and will advise the Employer who they are as soon as possible. Members will have equal status. Each party may acquire or receive resource material and advice from an outside technical expert but these experts will not directly participate in committee discussions. The committee will use consensus when reaching their decisions.
- B. That the employees who participate as committee members do so without loss of salary including preparation for and attendance at meetings. Employees shall be paid in accordance with the provisions of the Collective Agreement and receive all applicable benefits, as though they were performing their regular duties
- C. The Committee shall consider various operating scenario's including 18, 20 and 24 hour shift coverage patterns and related staff requirements. Canada Labour Code considerations dealing with over-time limitations and related compliance are mandatory in arriving at recommended options
- D. The Committee shall complete its work and recommend to the Employer its proposed solution(s) no later than six (6) months from the date of appointment of the Committee members. Each party agrees to appoint its committee representative(s) not later than August 15, 2008.
- E. The Employer will undertake consultation with the Union on the recommended strategy (plan) prior to implementation to address outstanding issues and transitional considerations.



**Regina Airport
Authority Inc.**



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

F. Should any **additional** staffing be identified through this process it will occur based on the **terms and conditions of the Collective Bargaining Agreement.**

Dated this 31th day of July 2008

Handwritten signature of Gerald J. Hume in cursive.

Agreed on behalf of the RAA

Handwritten signature of Bob Milne in cursive.

Agreed on behalf of the union



3.22

Regina Airport
Authority Inc.

0 Hour Shift Pattern

	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	Shifts							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Worked
FR3	X						X	X					X	X					X	X				X	X					X		
FR1	X	X					X						X	X					X	X				X	X					X		
FR1	X	X					X	X					X						X	X				X	X					X		
FR3					X							X	X					X	X				X	X					X	X		
FR1					X	X						X						X	X				X	X					X	X		
FR1					X	X						X	X					X					X	X					X	X		
FR3			X									X	X						X	X				X	X				X	X		
FR1			X	X								X							X	X				X	X				X	X		
FR1			X	X								X							X	X				X	X				X	X		

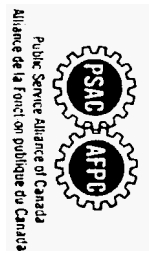
Each FR has been removed from one shift each month -for example purposes only

Legend

- A Annual
- S Sick
- H Stat
- C Comp
- O Overtime
- F Family Related
- D Days

Approved FR4

▶ | January / February / **March** / April / May / June / July / August / September / October / |◀





Regina Airport
Authority Inc.



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

3.3 "Scheduled Day Off" (SDO) Wheel

For the purpose of starting this election process only, seniority will dictate the order of election for each crew.

To begin the senior member of each crew shall elect his "no work day" for the month of January 2009 first. Once he has elected his "no work day" he falls to the bottom of the crew list and the crew member who elected their "no work day" second in January shall be the first to elect in February. The next month the crew member who elected their "no work day" second in February shall elect first in March and so on for the rest of the year.

Ongoing for the life of the 20 hour schedule the person who elected their "no work day" first in December shall also elect first in January so as to stagger the months that any one crew member gets first choice.



**Regina Airport
Authority Inc.**



SETTLEMENT AGREEMENT (Version B)

between

PSAC/UCTE Local 40403 (The "Local")

and

PUBLIC SERVICE ALLIANCE OF CANADA (The "Union")

and

REGINA AIRPORT AUTHORITY INC. (The "Employer")

The parties have made the decision to resolve policy grievance (#2005-01) submitted by Local 40403 concerning Article 28 Staffing Procedures. The parties acknowledge that all aspects of this matter have been resolved to their satisfaction as per the terms below.

The parties, without prejudice to any position they individually may wish to take in cases involving similar matters or circumstances, agree to the following terms of settlement:

1. The Employer acknowledges that the staffing actions involving the reorganization of the Fire Captains in 2005 should have been handled in a more transparent and clear manner;
2. The Employer confirms that there should have been a specific staffing action by letter or memo, regarding the acting assignment necessitated by the reorganization of Fire Captains in 2005;
3. The Employer further confirms that the acting assignment which was longer than 4 months in duration, should have been made in accordance with the Collective Agreement provisions, and further, future such assignments will be made in accordance with the Collective Agreement;
4. The Union agrees to withdraw the above grievance (#2005-01);
5. The parties agree that this agreement constitutes full and final settlement of the specific issues associated with the above mentioned grievance filed by the Local, is without prejudice and does not create a precedent.

Signed at Vancouver, BC and Regina, SK on July 7, 2006



**Regina Airport
Authority Inc.**



**LETTER OF UNDERSTANDING
FOR THE COLLECTIVE AGREEMENT**

between

REGINA AIRPORT AUTHORITY Inc.

and

PUBLIC SERVICE ALLIANCE OF CANADA

6. For clarification, whenever a Fire Captain is required by the Employer to be available on standby during off duty hours, the Standby provisions (Article 19) of the Collective Bargaining Agreement apply (together with any other applicable provision).
7. When not required, the Union accepts that a Fire Captain or a Firefighter may communicate with a Fire Captain during off duty hours and accepts that there is a corresponding obligation on the off duty Fire Captain to receive and give appropriate information during this communication. For this obligation, Fire Captains shall receive eight (8) hours compensatory time per month. This provision will NOT apply to Firefighters in the role of Acting Fire Captain, unless the firefighter acts in that capacity for a continuous period of one (1) month or more.
8. The Employer recognizes the Public Service Alliance of Canada as sole bargaining agent and agrees to negotiate with the bargaining agent the terms and conditions of employment of the bargaining unit members.
9. If operational requirements dictate, the Employer may discontinue the communication obligation of the off duty Fire Captain, as outlined in paragraph 2 on thirty (30) day's notice.

Signed on September 27, 2002



**Regina Airport
Authority Inc.**



**LETTER OF UNDERSTANDING
FOR THE COLLECTIVE AGREEMENT**

between

REGINA AIRPORT AUTHORITY INC.

and

PUBLIC SERVICE ALLIANCE OF CANADA

As part of the resolution of grievances 2001-03 and 2001-04 dated November 7, 2001 and November 13, 2001, the Regina Airport Authority Inc. (RAA) and the Public Service Alliance of Canada (PSAC) agree that the Collective Agreement between them, for the life of the Collective Agreement, shall be interpreted as follows:

1. Article 5.03 shall be interpreted as containing two separate obligations on the part of the Employer, namely:
 - (a) an obligation to make every effort not to lay-off employees or to contract out existing bargaining unit work for the life of the Collective Agreement;
 - (b) in the extreme and limited circumstances denoted in Article 5.03 – i.e. where unforeseen circumstances beyond the control of the Employer prevent the Employer from meeting its financial obligations and which may impact the Employer's ability to pay the Employees – an additional obligation to meet with the Union to negotiate a resolution as more particularly set forth in the said second and third sentences.
2. The words “in accordance with Article 5” as used in Article 32.01 shall be construed as referring only to the obligation contained in subparagraph 1(a) above and not to the obligations contained in subparagraph 1(b) above.

Signed on May 28, 2002

A handwritten signature in black ink, appearing to be a stylized 'S' or similar mark.