

# COLLECTIVE AGREEMENT

BETWEEN



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

THE PUBLIC SERVICE ALLIANCE OF CANADA

AND



JA DOUGLAS MCCURDY SYDNEY  
AIRPORT AUTHORITY

Expires September 30, 2026

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## **ARTICLE 1: PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT**

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

**1.02** The provisions of this agreement apply to the Alliance, employees, and the Employer.

**1.03** The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated December 17, 1997 as amended by Order of the Canada Industrial Relations Board (Order No.: 10373-U) dated March 12, 2013.

## **ARTICLE 2: MANAGEMENT RIGHTS**

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

**2.02** The rights set forth in this Article and those otherwise retained by management shall be exercised in conformity with the provisions of this agreement reasonably, fairly, in good faith and without discrimination.

## **ARTICLE 3: DEFINITIONS AND INTERPRETATIONS**

**3.01** "employee" means a member of the bargaining unit described in Article 4.01;

**3.02** "spouse" will, when required, be interpreted to include "common-law spouse"; a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with another person, publicly represented that person to be the employee's spouse, and continues to live with the person as if that person were the employee's spouse.

## **ARTICLE 4: RECOGNITION AND BARGAINING UNIT WORK**

**4.01** The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Sydney Airport Authority, **excluding** the Chief Executive Officer; Manager, Finance and Administration; Manager, Airport Operations; Manager of Facilities; and Marketing and Communications/ Business Administration Coordinator; and summer students.

**4.02** In the event that the Employer creates a new position or wishes to exclude an existing bargaining unit position, it shall advise the Alliance in writing and provide the name of the incumbent, classification and pay rate, a copy of the job description and organization chart, and the reason for the proposed exclusion. Upon request by the

Alliance, the parties shall meet and conduct meaningful discussions. In the event the parties fail to agree on whether the position shall be included or excluded from the bargaining unit, either party may refer the matter to the Canada Industrial Relations Board.

**4.03** For the purposes of this Article, summer students relates to students who are hired for the summer who must provide a written declaration of their intent to return to school.

## **ARTICLE 5: EMPLOYEE REPRESENTATIVES**

**5.01** The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

**5.02** The Alliance shall determine the jurisdiction of each representative.

**5.03** The Alliance shall inform the Employer in writing of the name and jurisdiction of its representatives and will ensure that any changes to representation are communicated to the CEO within 14 days of the change.

**5.04** Such representatives shall have the right to be away from their workstation to deal with union-related matters. Such absences, however, should not interfere with the normal performance of their duties.

**5.05** A representative shall obtain the permission of their immediate supervisor before leaving the employee's work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the employee's supervisor before resuming the employee's normal duties.

**5.06** The Employer shall ensure that new employees are introduced to a representative during the orientation.

## **ARTICLE 6: USE OF EMPLOYER FACILITIES**

**6.01** Union officials shall have access to the Employer's facilities as required from time to time.

**6.02** Reasonable space on bulletin boards will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Alliance, shall require prior approval of the Employer.

**6.03** A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievances or to

attend meetings concerning labour affairs called by the Employer.

**6.04** The Employer will make available specific locations on its premises for the placement of reasonable quantities of Alliance literature.

**6.05** The Employer agrees to provide the Union Executive, at no cost, with the use of a photocopier for the reasonable requirements of the local. This will not extend to the copying of large documents. A filing cabinet will also be provided for the sole and exclusive use of the local. The Employer will provide the local with an available office with a telephone when required. The Alliance local will be responsible for its long-distance charges.

## **ARTICLE 7: CHECK-OFF**

**7.01** All employees who commence employment after the date of signing of this Collective Agreement shall as a condition of employment, become and remain members of the Union.

**7.02** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

**7.03** The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

**7.04** For the purpose of applying clause 7.02, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

**7.05** No prospective 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.

**7.06** The amounts deducted in accordance with clause 7.02 shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

**7.07** The Employer agrees to make deductions for Alliance insurance premiums and assessments on the production of appropriate documentation.

**7.08** This Article does not apply to any employee who establishes an entitlement to a religious exemption pursuant to the provisions of the Canada Labour Code.

**7.09** 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 8: INFORMATION**

**8.01** The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.

**8.02** The Alliance agrees to supply each employee with a copy of the Collective Agreement.

**8.03** The Employer agrees to provide the President of the Local Union of the Alliance with a copy of the organization chart.

**8.04** There shall be only one personnel file (which shall include all documentation including any related to discipline) kept on an employee. Upon written request of an employee, the employee's file shall be made available at reasonable intervals for the employee's examination in the presence of an authorized representative of the Employer. Upon written request from the PSAC or its legal representative, a copy of the employee's complete file or copies of any requested documents on that file shall be provided in relation to any arbitration proceeding involving that employee. A copy of any document which an employee signs and which is to be put in the employee's file shall be provided to the employee at the time of signing.

**8.05** The Employer will provide to the members of the Union Local of PSAC 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) access to the 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;
- e) health & safety reports generated outside OSH Committee; and names and titles of all excluded staff;
- f) (f) a posted current organizational chart including the names and titles of all excluded staff;
- g) a monthly report available by the 15th day of the next month showing each employee's accrued sick leave, vacation leave, family responsibility leave, and compensatory leave credits;

- h) the names and titles of all excluded staff.

## **ARTICLE 9: STRIKES AND LOCKOUTS**

**9.01** There shall be no strikes or lockouts (as defined by the Canada Labour Code and accompanying regulations) during the life of this Agreement.

**9.02** Where an employee expresses concern for safety, the Employer will ensure safe access to work during picketing involving other employees/employers on Sydney Airport Authority premises.

## **ARTICLE 10: NO DISCRIMINATION**

### **10.01**

- a) The Employer acknowledges and affirms its obligations under the Canadian Human Rights Act, which prohibits discrimination in respect of employment by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, criminal conviction for which a pardon has been granted, or sexual orientation, in the absence of a bona fide occupational requirement as provided for by the Canadian Human Rights Act.

Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

- b) In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- c) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.

There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.

## **ARTICLE 11: SEXUAL AND PERSONAL HARASSMENT**

### **11.01**

- a) The Employer, the employees, and the Alliance recognize the right of all persons employed by the Sydney Airport Authority to work in an environment free from sexual or personal harassment.
- b) Sexual or personal harassment is a disciplinary infraction and will be dealt with as such by the Employer.



- c) Sexual or personal harassment means any conduct, comment, gesture or contact of a sexual or personal 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 or personal nature on employment or on any opportunity for training or promotion.
- (d) At any stage in this procedure an employee may seek assistance and/or involvement of a Union representative.

**11.02 COMPLAINT PROCEDURE:**

- a) The employee who alleges sexual or personal harassment, or a Union representative on behalf of the employee, shall contact the Employer who will:
  - (i) investigate the matter, and
  - (ii) maintain a strict degree of confidentiality with the employee concerned; and
  - (iii) take appropriate action to resolve the problem.
- b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

**11.03** An alleged offender, whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Agreement.

**ARTICLE 12: DESIGNATED PAID HOLIDAYS**

**12.01** The following days shall be designated as paid holidays:

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) Victoria Day;
- e) Canada Day;
- f) Labour Day;
- g) the first Monday in August;

- h) National Day for Truth and Reconciliation
- i) Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day
- l) Boxing Day;
- m) February Provincial Holiday.

**12.02** An employee is not entitled to holiday pay if the employee is absent without pay on both the working day immediately preceding and following the paid holiday.

**12.03** When a day designated as a holiday 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 a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave. This shall also apply where two (2) paid holidays coincide with an employee's days of rest.

**12.04** When a day designated as a holiday for an employee is moved to another day under the provision of Clause 12.03:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and,
- b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

**12.05** When an employee works on a holiday, the employee shall be paid:

- a) time and one-half (1½ X) for all hours worked up to their regular daily scheduled hours of work and double time (2X) thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday; or,
- b) upon request and with the approval of the Employer, the employee shall be granted:
  - (i) a day of leave with pay (regular, current, straight-time rate of pay) at a later date in lieu of the holiday; and,
  - (ii) pay at time and one-half (1½ X) times the straight time rate of pay for all hours worked on the holiday up to their regular scheduled hours of work; and,
  - (iii) pay at two (2) times (2X) the straight-time rate of pay for all hours worked on the holiday in excess of their regular scheduled hours of work.

**12.06** Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

**12.07** When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- a) compensation in accordance with the provisions of Clause 12.05; or,
- b) three (3) hours' pay at the applicable overtime rate of pay.

**12.08** Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by an employee reporting to work or returning to the employee's residence shall not constitute time worked.

**12.09** 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 practicable, an employee who has worked Dec. 25 the previous holiday season will be given preference to having Dec. 25 off in the subsequent season.

### **ARTICLE 13: VACATION LEAVE**

**13.01** The vacation year shall be from October 1st to September 30th of the following calendar year, inclusive.

**13.02** An employee shall earn vacation leave credits for each calendar month during which the employee receives at least ten (10) days pay at the following rates:

- a) one and one-quarter ( $1 \frac{1}{4}$ ) days until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
- b) one and two-thirds ( $1 \frac{2}{3}$ ) days commencing with the month 111 which the employee's eighth (8th) anniversary of service occurs;
- c) two and one-twelfth ( $2 \frac{1}{12}$ ) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- d) two and one-half ( $2 \frac{1}{2}$ ) days commencing with the month in which the employee's twenty-sixth (26th) anniversary of service occurs.

Employees not working in a full-time capacity will earn vacation leave credits on a pro-rated basis according to the number of hours worked.

**13.03** For the purpose of vacation leave, service is defined as:

- a) the length of service with the Employer for employees hired subsequent to October 1, 1997;

- b) the length of service with the Employer and the Federal Government, for employees who joined Sydney Airport Authority at the date of transfer, October 1, 1997.

**13.04** An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

**13.05**

- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned. Upon application by an employee, the employer may grant carry-over of vacation leave. Up to ten (10) days of vacation may be carried over from the vacation year which must be used in the next vacation year.

Such leave is to be taken at a time convenient to the employer and the employee but, in any event, no vacation leave can be taken during winter operations from December 1<sup>st</sup> through March 31<sup>st</sup>.

- b) In order to maintain operation requirements, subject to Article 17 Seniority, the Employer has the right to schedule an employee's vacation leave but shall make every reasonable effort:
  - (i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
  - (ii) not to recall an employee to duty after the employee has proceeded on vacation leave;
  - (iii) not to cancel a period of vacation leave which has been previously approved in writing,

**13.06** If an employee requests vacation leave with pay in accordance with Clause 13.05 and the Employer denies the request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for vacation leave.

**13.07** The Employer shall give the employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee.

**13.08** Where, in respect of any period of vacation leave with pay, an employee is granted:

- a) bereavement leave; or,
- b) leave with pay because of illness in the immediate family; or,

- c) sick leave on production of a medical certificate.

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

**13.09** Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee, the unused portion of the employee's vacation leave shall be carried into the following vacation year. Carry-over beyond one year shall be by mutual consent.

**13.10** When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs:

- a) in proceeding to the employee's place of duty;
- b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

The employee shall not be considered as being on vacation leave with pay during such a recall period.

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

**13.12** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid for earned but unused vacation leave.

**13.13** In the event of termination of employment for reasons other than death or layoff, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the employee's rate of pay at the time of the termination of the employee's employment.

**13.14** In the event, during the vacation year, an employee is denied vacation leave due to operational requirements, the employee, upon request, shall be given the option of financial compensation for unused vacation leave at the end of the fiscal year.

## **ARTICLE 14: OTHER LEAVE WITH OR WITHOUT PAY**

### **14.01 BEREAVEMENT LEAVE WITH PAY**

For the purpose of this Clause, immediate family is defined as father, mother (or alternatively, stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, the four (4) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
- d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved in circumstances under this Clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- e) In special circumstances, and at the request of the employee, the Employer may grant leave with pay for a period greater than that provided for in this Clause.

#### **14.02 LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF PRE-SCHOOL AGE CHILDREN**

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

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

- c) The total leave granted under this Clause shall not exceed two (2) years for each child, with a lifetime maximum of five (5) years.
- d) Where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave, providing the position exists. In any event, the employee shall be reinstated to a position and paid the wages and benefits of his or her original position.
- e) Where the employee returns from a leave of more than one year, and the employee's position has not been filled on a permanent basis or eliminated, the employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be paid at the lower rate. He or she will be given the opportunity to return to his or her permanent position if a vacancy occurs within three (3) years. Where no reassignment is made after one (1) year from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid Severance Pay.

#### **14.03 CAREER DEVELOPMENT LEAVE WITH PAY**

- a) Career development leave includes the following:
  - (i) a course given by the Employer;
  - (ii) a course offered by a recognized academic institution;
  - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, the Employer may grant career development leave with pay for any one of the activities described in this Clause. The employee shall receive no compensation in addition to his or her regular pay during time spent on career development leave.
- c) Employees on career development leave shall be reimbursed;
  - (i) for all reasonable travel related expenses, and
  - (ii) other expenses incurred by them which the Employer may deem appropriate.

#### **14.04 COURT LEAVE WITH PAY**

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

required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena or summons or similar instrument to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it.

#### **14.05 EDUCATION LEAVE WITHOUT PAY**

Upon written application by the employee, the Employer may grant an employee education leave without pay to attend a recognized educational institution. Such leave will only be granted where the course of studies is directly related to the employee's duties or will improve their qualifications.

#### **14.06 EXAMINATION LEAVE WITH PAY**

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

#### **14.07 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), grandparents, grandchildren, or any relative residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (1/2) day of leave with pay for an appointment to take a dependent family member for medical or dental appointments, 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, and notify his or her supervisor of the appointment at the earliest possible opportunity.
  - (ii) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee's family.



- (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two periods, and granted on separate days.
- c) The total leave with pay which may be granted under Clauses (b) (i), (ii) and (iii) shall not exceed seven (7) days in a fiscal year.
- d) After the completion of one (1) year's service, the Employee shall be granted five (5) days' marriage leave with pay. This leave will be granted only once during the employee's entire period of employment with The Sydney Airport Authority.

#### **14.08 MATERNITY, PARENTAL, CHILD CARE & EXTENDED CHILD CARE LEAVE WITHOUT PAY**

##### **a) General**

- (i) This Article is designed to coincide with the Federal Legislation.
- (ii) 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.
- (iii) Leave granted to any two Sydney Airport Authority employees under this Article shall not exceed the aggregate amount of eighty-six (86) weeks' leave in respect of a given child.
- (iv) An employee who becomes pregnant shall, upon request, be granted maternity leave, child care leave, and extended child care leave for a period beginning before, on or after the termination date of pregnancy and not to exceed seventy-eight (78) weeks' leave in total.
- (v) Where the employee's newborn child is born prematurely or is born with or contracts a condition that requires hospitalization during the period of maternity leave under this Article, and the employee returns to work during all or any part of any periods which the newborn child is hospitalized, the employee may resume leave to the extent provided in Clause 14.08(a)(iii).
- (vi) Leave granted under this Article shall be counted for the calculation of service for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.
- (vii) 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 position with the same wages and benefits.

**b) Maternity and Parental Leave Without Pay**

- (i) An employee who has requested maternity or parental leave to care for a newborn child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides shall be granted maternity or parental leave without pay for a period not exceeding seventy-eight (78) weeks.
- (ii) Where an employee has or will have the actual care and custody of a new-born child, the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (iii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) weeks in the seventy-eight (78) week period beginning on the day on which the child comes into the employee's care.
- (iv) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- (v) An employee who has completed six (6) months of continuous service is entitled to be paid by the Employer a maternity or parental leave allowance. The employee must qualify for Employment Insurance maternity or parental benefits in order to be paid a maternity or parental leave allowance under this Article.
  - a. Where the employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity or parental benefits, an allowance of ninety three percent (93%) of the employee's normal weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period and/or;
  - b. Up to a maximum of fifteen (15) week's payment equivalent to the difference between the Employment Insurance maternity benefits the employee receives and ninety three percent (93%) of their normal weekly rate of pay, less any other monies earned during the period which may result in decreased Employment Insurance maternity or parental benefits.
- (vi) The employee shall agree in writing to return to work on the date of expiry of the maternity or parental leave for a period of six (6) months (including periods of approved leave). Should an employee fail to return to work for reasons other than death, disability or layoff, the employee recognizes that they are indebted to the Employer for the full amount of the maternity or parental allowance on a pro-rata basis.

(vii) During any period of maternity or parental leave, the Employer shall continue to pay its applicable share of the cost of all pensions, benefit and life insurance plans. The employee will be responsible for their applicable share of the cost of the Sydney Airport Authority pension, benefit and life insurance plans.

(viii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that their pregnancy terminates.

**c) Child Care Leave Without Pay**

Eligibility:

Upon request by the employee, leave under this Clause shall be granted to:

- (i) An employee following an approved period of maternity leave,
- (ii) An employee who will come into the care and custody of a newborn child (such leave shall not commence until the employee accepts custody of the child),

Child care leave without pay granted under this Clause shall not exceed twenty six (26) weeks, and shall not extend beyond fifty two (52) weeks after the birth or adoption of the child.

During any period of child care leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit, and life insurance plans. The employee will be responsible for their applicable share of the cost of the Sydney Airport Authority pension, benefit, and life insurance plans.

**d) Extended Child Care Leave Without Pay**

An employee who has been granted child care leave under Clause 14.09(c) shall upon request be granted up to nine (9) weeks extended child care leave without pay, which shall not extend beyond fifty-two (52) weeks after the birth or adoption of the child.

At the employee's option, the employee may request in writing to continue in the Sydney Airport Authority pension, benefit, and life insurance plans. The employee will be required to pay both the employee and Employer share of the cost of the plans if they elect to continue coverage.

**14.09 UNION BUSINESS LEAVE**

**a) Arbitration and Conciliation Boards**

The Employer will grant leave with pay to an employee called as a witness by an Arbitration or Conciliation Board. When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees for the purpose of attending the arbitration

or conciliation proceedings dealing with the Sydney Airport Authority on behalf of the Union.

**b) Arbitration**

The Employer shall grant leave with pay to an employee who is:

- (i) a party to the arbitration,
- (ii) the representative of an employee who is a party to an arbitration, or
- (iii) a witness.

**c) Contract Negotiation Meetings**

Subject to operational requirements, the Employer will grant leave to up to three (3) employees during regularly scheduled hours of work for the purpose of attending contract negotiation meetings and preparatory contract negotiation meetings.

**d) Meetings Between Union and Management**

When operational requirements permit, the Employer will grant leave with pay to employees who are meeting with management on behalf of the Union.

**e) Representatives' Training Courses**

When operational requirements permit, the Employer will grant leave without pay to Union Representatives to undertake training related to the duties of a Union representative.

**f) Full-time Union Officers**

The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full-time position of the Union within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds such office.

An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level ineffect upon his or her return.

**g) Union Business**

Subject to operational requirements and with reasonable notice, the Employer may grant leave without pay to a reasonable number of employees to attend to Union business.

**14.10 INJURY ON DUTY LEAVE**

- a) An employee who sustains an injury or a work related illness while working for the Employer shall be entitled to paid leave providing such injury prevents the employee from performing the duties of the employee's position and the employee's claim is approved by the appropriate Workers' Compensation authorities. (The Nova Scotia Workers' Compensation Regulations were revised, the Sydney Airport Authority will use the Act as the prevailing guide when administering this clause of the agreement.)
- b) Monies paid out by the Workers' Compensation Board for loss of salary shall accrue to the Employer.
- c) The Employer acknowledges its legal duty to accommodate an employee victim of a work related illness or accident and the Union agrees to co-operate in such situations. Moreover, the Employer may accelerate an employee's return to work through light or modified duties, subject to approval by the employee's treating physician.

#### **14.11 LEAVE FOR OTHER REASONS**

The Employer may grant:

- a) Leave with pay when circumstances not directly attributable to the employee either:
  - (i) prevents his or her reporting for duty at the regular start time, or
  - (ii) prevents his or her working a complete shift.Such leave shall not be unreasonably withheld.
- b) Leave for up to three (3) hours to attend medical and dental appointments which are scheduled to minimize his or her absence from work. Such leave shall not be unreasonably withheld.

**14.12** The parties agree to apply the provisions of the *Canada Labour Code* relating to Compassionate Care Leave. Note: An employee taking such leave should be aware that they may be entitled to benefits under the Government of Canada EI Program.

### **ARTICLE 15: SICKLEAVE**

**15.01** Newly hired employees who have completed thirty (30) days of continuous service shall receive three (3) days of sick leave credit. In following months, all employees shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which the employee receives pay for at least ten (10) days. Employees not working in a full-time capacity will earn sick leave credits on a pro-rated basis according to the number of hours worked. For new employees hired after the signing date of this Agreement, such sick leave credits will accumulate to a maximum of 150 days.

**15.02** An employee shall be granted sick leave with pay when the employee is unable to perform his/her duties because of illness or injury provided that:

- a) the employee satisfies the Employer of this condition by producing a medical certificate; and,
- b) the employee has the necessary sick leave credits.

**15.03** Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform his/her duties, shall, when delivered to the Employer, be considered as meeting with the requirements of article 15.02 (a), if the period of leave with pay requested does not exceed five (5) days, but no employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

**15.04** When an employee has insufficient or no credits to cover the granting of such leave with pay under the provisions of Article 15.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee, subject to the deduction of such advance leave from any sick leave credits subsequently earned. Advanced sick leave credits will be limited to 15 days.

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

## **ARTICLE 16: JOB SECURITY**

**16.01** Except for past practices, no excluded employee or other person may perform duties normally assigned to members of the Bargaining Unit except for emergency situations.

**16.02** No Employee hired prior to the date of the signing of this Collective Agreement shall be subject to layoff or have the employee's hours of work reduced or for seasonal employees, have his/her recall rights affected, as a result of the employer contracting out Bargaining Unit work. In such cases the employee will be fully salary protected in accordance with Appendix A "Rates of Pay".

## **ARTICLE 17: SENIORITY**

**17.01** For employees who were in the bargaining unit on December 17, 1997 (date of CLRB certificate), and who transferred from the federal government on October 1, 1997, seniority shall mean length of service in the bargaining unit and length of continuous service with the federal government prior to October 1, 1997.

**17.02** For all employees, seniority means length of service in the bargaining unit. Seniority shall be established upon completion of the probationary period and shall commence from

the date of hire.

**17.03** When two (2) or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:

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

**17.04** The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked. For the purposes of this Article, a continuing non-full-time employee shall include season employees.

**17.05** A seniority list, consisting of the name and seniority date of each employee, shall be maintained by the Employer. Within thirty days following the signing of this agreement and every six months thereafter, the Employer shall post the list on bulletin boards and provide a copy to the President of the Local. An employee who feels that the employee is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.

**17.06** Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 13-Vacations).

**17.07**

- a) Employees permanently appointed to a position with the Employer outside the bargaining unit but within another bargaining unit represented by the Alliance shall retain but cease to accumulate seniority in their former bargaining unit for a period not to exceed three (3) years.
- b) Employees permanently appointed to a position with the Employer outside a bargaining unit represented by the Alliance shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
- c) Employees temporarily appointed or on an acting assignment with the Employer outside a bargaining unit represented by the Alliance shall retain and accumulate seniority for a period not to exceed one hundred and eighty (180) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- d) No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

**17.08** A full-time employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed within the bargaining unit:

- a) within sixty (60) days, shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this agreement. The employee may elect to continue healthcare benefits and pension contributions during this leave of absence by paying for both the employee's and the Employer's premiums or contributions.
- b) after sixty (60) days, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years in the bargaining unit.

**17.09** The parties agree to make the necessary amendments to collective agreements in order to apply any reciprocal agreement on seniority between bargaining units represented by the Alliance at the Sydney Airport Authority.

## **ARTICLE 18: EMPLOYEE STATUS**

### **18.01 FULL-TIME EMPLOYEES**

Full-time employee is an employee hired for an indeterminate period whose hours are those established in Article 28 - Hours of Work.

### **18.02 PART-TIME EMPLOYEES**

A part-time employee is an employee hired for an indeterminate period whose hours are less than those established in Article 28 - Hours of Work but greater than one-third (1/3) of the normal hours for their classification and not greater than thirty (30) hours per week. Part-time employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees. Notwithstanding Article 28, part-time employees shall be entitled to the benefits provided in this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees unless otherwise agreed with the Alliance.

### **18.03 SEASONAL EMPLOYEES**

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



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

Seasonal employees will be eligible to participate in the benefit plans in accordance with plan provisions during the time they are employed by the SAA. During the periods of time which they are not actively in the employ of the SAA, seasonal employees will not be covered for Long-Term-Disability but will be entitled to participate in the other benefit plans. As of 2002, during their time off, seasonal employees are responsible for paying both employer and employee portion of the benefit plan.

If a seasonal employee is not recalled because of a change in work requirements, the employee shall be entitled to severance payments as per Article 19 of the collective agreement. Service will be calculated based on actual time employed after October 1, 1997.

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

If a seasonal employee becomes a full-time employee without a break in service, he will be entitled to earn vacation leave credits at the equivalent rate, e.g. if such employee is earning at the 8% rate, upon becoming a full-time employee, he will earn vacation at the one and two-thirds ( $1 \frac{2}{3}$ ) days per calendar month rate in Article 13.02. For example, if such seasonal employee started such continuous service (seasonal and full time) in June of 2003, commencing June 2011 he would begin to earn vacation credits at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) vacation days per calendar month during which he receives at least ten (10) days pay.

#### **18.04 TERM EMPLOYEES**

Term employees are employees hired for the purpose of:

- a) replacement of employees who are on leave with or without pay for more than one month; or,
- b) short-term assignments; or,
- c) non-recurring work; or,
- d) special projects.

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

Terms are covered by all provisions of this collective agreement after eight (8) months of continuous service and may participate in the benefit plans.

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

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

#### **18.05 SHORT TERM REPLACEMENTS**

A short-term replacement is an employee hired to cover short term needs for periods of less than one month. Such employee shall receive vacation pay at the rate of four percent (4%) on a bi-weekly basis but shall not be entitled to any other benefit or leave under this agreement.

### **ARTICLE 19: SEVERANCE**

**19.01** Severance shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:

a) Layoff

Two (2) week's pay for the first year of employment and one (1) week's pay for each completed year of continuous employment thereafter prior to October 1, 1997 and one (1) week's pay for each completed year of continuous employment subsequent to October 1, 1997.

b) Resignation

An employee who was in the bargaining unit on October 1, 1997, and who has ten (10) or more years of employment, one half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) week's pay.

c) Retirement

One (1) week's pay for each complete year of continuous employment prior to October 1, 1997, and one (1) week's pay for each complete year of service subsequent to October 1, 1997 to a maximum of thirty (30) weeks' pay. Partial years of employment shall be prorated.

d) Death

One (1) week's pay for each complete year of continuous employment prior to October 1, 1997, and one (1) week's pay subsequent to October 1, 1997, shall be paid to the employee's estate. Partial years of employment shall be prorated.

**19.02** When an employee has completed more than one (1) year of employment and ceases to be employed by reason of incapacity or when an employee has completed more than ten (10) years of employment and ceases to be employed by reason of incompetence, the employer shall pay one (1) week's pay for each year of continuous employment prior to October 1, 1997, and subsequent to October 1, 1997 to a maximum of twenty-eight (28) weeks' pay.

## **ARTICLE 20: WASH-UP TIME**

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

## **ARTICLE 21: EMPLOYEE REVIEW AND EMPLOYEE FILES**

**21.01** Should a written review be made of an employee's performance, the content of such review shall be discussed with the employee and a copy of the review document shall be given to the employee.

**21.02** Should the employee be required to sign the review document, such signature shall not signify that the employee agrees with its content but simply that the employee has read and understands the content.

**21.03** An employee who has been the subject of a written performance review shall be entitled to comment, in writing, such review. The employee's comments shall be placed in the employee's personal file.

**21.04** Upon request, an employee may review the employee's personal file in the presence of an authorized representative of the Employer.

## **ARTICLE 22: PAY ADMINISTRATION**

For the purposes of this Agreement:

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hours.
- 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.

**22.01** Employees shall be paid on a bi-weekly basis at the rate of pay specified for his or her position in Appendix "A" (Rates of Pay).

**22.02** Upon initial appointment, an employee will be paid the hourly rate specified for his or her position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

**22.03**

- a) An employee who moves to or is reclassified to a higher paid 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 differential between the first and second steps in the new position, or such higher rate deemed appropriate by the Employer. An employee who voluntarily moves to a lower paid position shall be paid at the maximum rate for that position, provided that this does not result in an increase in salary.
- b) An employee who moves to or is reclassified to a higher hourly paid position shall be paid the hourly rate prescribed for the position. An employee who voluntarily moves to a lower hourly paid position shall be paid the hourly rate prescribed for that position. Individuals will only receive the supervisory differential while employed in a supervisory capacity.
- c) An employee who moves to or is reclassified to a position paid the same as his or her prior position shall be paid at least the same incremental rate in his or her new position.
- d) Unless otherwise agreed between the Employer and the Union, in no case shall the employee be paid higher than the maximum rate in his or her position.

**22.04 ACTING PAY WITHIN THE BARGAINING UNIT**

- a) When an employee is required by the Employer to substantially perform the duties of a higher paid bargaining unit position and performs those duties for at least two (2) consecutive working days in any week [see Clause 28.01(b)] (except that doing so on a Friday in one week and the Monday of the following week shall meet this requirement, but if either of those days is a holiday, replacing the absent employee on the working day immediately before or after such day shall satisfy the requirement) the employee shall be paid the higher rate of pay calculated from the date from which the employee commenced to act, e.g. when an employee so performs in the absence of the Working Foreman.
- b) An employee acting in a higher paid position will normally be paid at the lowest level of the higher paid position. However, a higher level in the pay range for the higher paid position will be selected when necessary to provide the employee with an acting pay premium at least equal to the highest differential in the scale of the lower paid position.
- c) When an employee receives an increment in the lower rated position, his or her acting rate of pay will be adjusted accordingly.

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

## **ARTICLE 23: TRAVELLING TIME**

**23.01** Where the Employer requires an employee to travel outside of the City of Sydney on:

- a) a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.
- b) a normally scheduled working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- c) a normally scheduled working day on which the employee travels and works, the employee shall be paid:
  - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
  - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours' pay at the straight-time rate of pay.

**23.02** The time of departure and the means of travel shall be determined by the Employer. 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.

**23.03** The Employer will reimburse employees for reasonable expenses incurred (receipts to be provided) while travelling on Sydney Airport Authority business, including, but not limited to, meals and commercial accommodations. Employees travelling on Sydney Airport Authority business will be paid a per diem to cover the cost of meals and incidentals. The per diem will be one-hundred and ten (\$110) for the life of the Agreement. For all travel in the United States, the per diem rate in the new agreement shall be paid in US dollars. The per diem will be broken down as follows:

Breakfast:	\$20.00
Lunch:	\$25.00
Dinner:	\$45.00

Incidentals: \$20.00

Mileage allowance is \$0.59 per kilometre.

#### **23.04**

- a) When the Employer requires an employee to use their personal vehicle, the Employer will reimburse the employee at the rate of fifty cents (50¢) per kilometer.
- b) When the employee requests and is granted permission to travel in their personal vehicle, the employee will be reimbursed twenty cents (20¢) per kilometer.

### **ARTICLE 24: DISCIPLINE**

**24.01** An employee may be disciplined for just and sufficient cause. Just and sufficient cause shall include unsatisfactory work performance. When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing prior to their departure from the workplace.

**24.02** When an employee is disciplined, the Employer undertakes to notify the employee in writing of the reason for such discipline. The Employer shall endeavour to give such notification at the time the employee is originally advised of the disciplinary action.

**24.03** The Employer shall notify the Local President of the Alliance, or his or her designee, of their intention to impose such suspension or discharge, so the local union representative may be present at that time. The disciplinary measure will not be delivered without first notifying the union representative.

The Employer will initiate any disciplinary investigation no later than five (5) days after the incident comes to the Employer's attention and shall advise the local President, or his or her designee, that such investigation has commenced.

**24.04** When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

**24.05** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.

**24.06** Any document or written statement related to disciplinary action which may have been placed on the personnel file of any employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further related disciplinary action has been recorded during this period.

## **ARTICLE 25: HEALTH AND SAFETY**

**25.01** The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees. The Employer agrees to provide all of the required safety (protective) equipment. Clothing and footwear allowance will be provided according to the Sydney Airport Authority policy. Effective October 1, 2018, the safety footwear allowance shall be two hundred dollars (\$200) per annum upon proof of purchase. If unclaimed in any year, the two hundred dollars (\$200) per annum amount may be accumulated to the following year to a maximum of four hundred (\$400) per 24 months, upon proof of purchase. Footwear must meet CSA Standards.

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

**25.02** The Employer and the Union agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safety rules in consultation with the Health and Safety Committee.

**25.03** A Joint Health and Safety Committee shall be formed and will operate in accordance with Part II, Section 135 of the Canada Labour Code. The Committee shall be comprised of management representatives appointed by the Employer and Union representatives appointed by the Union.

**25.04** When an employee becomes aware of a working condition or a situation which may be hazardous to the employee's health or safety or to the health and safety of other employees, he/she shall inform a member of the Health and Safety Committee or the Employer which shall investigate the matter and take appropriate measures if indicated. Where the situation warrants a report, a copy of the report including details of the measures taken to rectify the situation shall be sent immediately to the local of the Union.

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

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

The employer shall notify the Local of incidents of this nature within one (1) week of becoming aware of the incident.

**25.06** The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. Current certificates covering First Aid and CPR will be provided.

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

## **ARTICLE 26: STAFFING PROCEDURE**

**26.01** The employer shall post all permanent vacancies and newly created positions in the bargaining unit.

**26.02** Job opportunities will be open to all bargaining unit members. The employer will notify all employees on leave or off shift of all job opportunities.

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

**26.04** The poster shall contain the following information:

- a) the skills, qualifications, abilities and experience required of the position to be filled;
- b) for Trade Positions: The license or certification required for the position; and
- c) the salary of the position to be filled.

**26.05** The skills, qualifications, abilities, experience and license or certification required contained in the posting shall be fair and reasonable in relation to the positions to be filled.

**26.06** The poster shall be forwarded to the Union prior to posting.

**26.07** 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. Where candidates' qualifications are assessed as relatively equal and they meet the required qualifications, the candidate first hired will, as defined in Article 17, receive the offer.

**26.08** 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.

**26.09** The employer representative(s) conducting interviews shall interview all candidates in the bargaining unit who meet the requirements, of the position, as posted. In filling the job vacancy, or newly created position, the position shall be awarded based on



skills, qualifications, abilities and experience.

The employer may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications, in such case the employer shall so state on the job posting.

**26.10** All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the employee, the reason(s), will also be communicated in writing. An unsuccessful candidate(s) has the right to a post-board interview and will be provided with full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.

**26.11** 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.

## **ARTICLE 27: GRIEVANCE PROCEDURE**

**27.01** The parties agree that before formal grievances are processed, employees will discuss their concerns with their supervisors or another employer representative. Employees have the right to have a Union representative present at this meeting if they so choose.

**27.02 ~~Step one:~~** Within twenty (20) days of the employee or the Union becoming aware of the matter giving rise to the grievance, the Union may submit a written grievance to the Employer's representative, including the details of the grievance, the Article(s) of the Agreement considered to have been violated and the redress sought. It is understood that the Union representative and the grievor shall not suffer any loss of pay for the time taken to prepare the grievance or to attend a grievance hearing if required.

The Employer representative shall respond in writing within ten (10) days.

**Step two:** If the response given at Step one is not satisfactory to the Union, the Union may transmit the grievance to Step two within ten (10) days.

The Employer representative shall respond in writing within ten (10) days. Step one may be bypassed by mutual agreement of both parties.

**27.03 Arbitration:** If a grievance has not been settled through steps one and two above, the Union may refer the grievance to arbitration within twenty-five (25) days. The parties agree to the use of a single arbitrator. Wherever possible the Arbitrator shall be from the Cape Breton area.

The parties will agree to the name of the single arbitrator provided the arbitrator is available within three (3) months. Should the parties be unable to agree on an arbitrator, the Union may request the Minister of Labour to appoint an arbitrator.

**27.04** The arbitrator shall have all the powers vested in it by the *Canada Labour Code* and the Collective Agreement, 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 his award within a reasonable period.

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

**27.06** The Employer and the Union shall equally share the cost of the arbitrator. Employee(s) and Union representative(s) who are required to attend shall be given leave with regular pay to attend arbitration hearings.

**27.07** The arbitrator shall not change, modify or alter any of the terms of the Collective Agreement.

**27.08** The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be excluded. If the time limits set out are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

**27.09** A grievance initiated by the Union or involving termination of employment or sexual or personal harassment may be filed directly at Step two if the Union so decides.

**27.10** The Employer shall inform the Union of the name and title of its representatives for each step of the grievance procedure.

**27.11** Notwithstanding the above provisions of this Article, the parties may by written agreement, attempt resolution of a grievance by mediation or expedited arbitration on terms they may agree upon following any reference of the grievance to arbitration pursuant to Clause 27.03.

## **ARTICLE 28: HOURS OF WORK**

**28.01** For the purpose of this Article:

- a) **"day"** means a twenty-four (24) hour period commencing at 00:01 hour;
- b) **"week"** means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night;
- c) Except as provided otherwise herein, the normal hours of work, other than for part-time employees, exclusive of lunch period, shall be:

- (i) eight (8) consecutive hours per shift and forty (40) hours per week from Monday to Friday inclusive during the non-winter operations period (unless during those operations, the Employer is required to perform firefighting activities in which case the work shifts will be performed from Monday through Sunday inclusive) and eight (8) consecutive hours per shift and forty (40) hours per week from Monday through Sunday inclusive during the winter operations period (except that, during both the non-winter and winter operations periods, the Working Foreman's work shifts will be from Monday to Friday inclusive). The work schedules will be determined in accordance with 28.02 and 28.03);
  - (ii) nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.
- d) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working shift; however, if the working shift exceeds eight (8) hours, the employer shall provide one (1) additional rest period for each additional four (4) hour period, or portion thereof. If due to operational requirements the Employer does not permit an employee to take a rest break the employee will be given equivalent time off with pay.

## **28.02 SCHEDULES OF WORK**

- a) The Employer will schedule the hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that full-time employees, on a weekly basis:
  - (i) work an average of forty (40) hours and an average of five (5) days per week; and work eight (8) consecutive hours per day, exclusive of one-half (1/2) hour meal period;
  - (ii) the weekly and daily hours of work may be varied by the Employer, with the agreement of the Alliance Local Union, to allow for summer and winter hours, provided the annual total of hours remains unchanged.
- b) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned;
- c) The Employer will make every reasonable effort to:
  - (i) not schedule the commencement of a shift within nine (9) hours of the completion of the employee's previous shift; and,
  - (ii) to avoid excessive fluctuations in hours of work; and,
  - (iii) not schedule more than six (6) consecutive days of work, unless

otherwise requested by the employees; and,

(iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.

- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules which will remain in effect for periods of not less than twenty-eight (28) calendar days;
- e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
  - (i) on the day it commenced where half or more of the hours worked fall on that day; or,
  - (ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- f) An employee may be granted flexible hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the employee works. Such an arrangement shall not be unreasonably denied.
- g) There shall be no split shifts for existing bargaining unit work.

### **28.03 CHANGES TO SCHEDULES OF WORK:**

- a) Notwithstanding any other provision of this Article, the Union recognizes the Employer's right to modify work schedules. The Employer agrees that there will be meaningful and constructive consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. Should an agreement be reached on the proposed changes, such changes may take place immediately. Otherwise at least thirty (30) days' notice will be given. This clause does not apply to circumstances when the employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

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

- b) Upon request from the Local Alliance representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Alliance representative(s). By mutual agreement, in writing, the Employer and the Local Alliance representative(s) may waive the application of clause 28.02 (d);
- c) 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;
- d) An employee whose scheduled hours of work are changed without five (5) working days' prior notice in advance of the starting time of the change:
  - (i) shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time; subject to the overtime provisions of this Agreement;
  - (ii) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 30 Overtime.

#### **28.04 VARIABLE HOURS OF WORK/ 12 HOUR SHIFT SCHEDULES:**

- a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 28.01 (c). In every such period, employees shall be granted days of rest on days not scheduled as normal workdays for them;
- b) Notwithstanding anything to the contrary contained in the Agreement the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement;
- c) Any special arrangement may be at the request of either the Union or the Employer and must be mutually agreed between the Employer and the Union and the employees affected.

**28.05 COMPRESSED WORK WEEK:**

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

**28.06 GENERAL TERMS RESPECTING COMPRESSED WORK WEEKS:**

- a) The scheduled hours of work of any day as set forth in a work schedule may exceed or be less than the regular workday hours specified by this Agreement. Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive;
- b) For shift workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months;
- c) For day workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.
- d) Whenever an employee changes the employee's variable hours or no longer works variable hours, all appropriate adjustments will be made.

**28.07 CONVERSION OF DAYSTO HOURS - COMPRESSED WORK WEEK:**

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

Notwithstanding the above, in Article 14 - Bereavement Leave, a "day" will have the same meaning as the provisions of this Collective Agreement.

**28.08 MINIMUM NUMBER OF HOURS BETWEEN SHIFTS - COMPRESSED WORK WEEK:**

The provisions in this Agreement relating to the minimum period between the termination

and commencement of the employee's next shift shall not apply to an employee subject to compressed hours of work.

## **ARTICLE 29: OVERTIME**

**29.01** An employee who is required by the Employer to work beyond the employee's normal hours of work or on a scheduled day of rest shall be compensated as follows:

- a) one and one-half (1 ½ X) times the employee's regular rate of pay for overtime worked on a scheduled work day or on a first day of rest;
- b) (i) double (2X) time the employee's regular rate of pay for overtime worked in excess of eight (8) hours of overtime on a scheduled work day or for hours worked in excess of the employee's normal daily hours of work on a first day of rest;  
  
(ii) double (2X) time on a second or subsequent day of rest.

### **29.02**

- a) Overtime must be pre-authorized in order to be compensated.
- b) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified employees.

### **29.03**

- a) Overtime is compensated in cash or at the request of the employee by compensatory leave with pay at the applicable overtime rate. Up to eighty (80) hours of compensatory leave may be accumulated at any time. Such leave is taken at a time convenient to the employer and the employee but, in any event, not during winter operations from December 1st through March 31st.

The Employer reserves the right to grant compensatory leave on an ad hoc basis during the period from December 1st through March 31st, based on operational requirements.

Payment of such leave shall be at the employee's straight time rate of pay in effect on the date immediately prior to the day on which the leave is taken.

- b) If compensatory leave with pay is not taken before December 1st of each year the Employer may compensate in cash at the employee's, then current rate of pay, except that an employee may request a carryover of up to thirty (30) hours of unused compensatory leave. Such carryover will be non-cumulative i.e. the carried over hours will be part of the employee

maximum eighty (80) hours of compensatory leave.

**29.04** An employee required to work overtime not contiguous to the employee's normal hours of work will be compensated at the rate of fifty cents (\$0.50) per kilometer for the use of the employee's vehicle, or out-of pocket expenses for other means of normal commercial transportation.

**29.05**

- a) An employee who is required to work three (3) or more hours of overtime immediately before or following the employee's normal hours of work is compensated for one (1) meal in the amount of sixteen dollars (\$16.00), except where free meals are provided.
- b) When an employee works overtime continuously beyond the period in (a) above, the employee is compensated for one (1) additional meal in the amount of sixteen dollars (\$16.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided.

**29.06** An employee performing overtime work is entitled to the same meal and rest periods as the employee would be provided during his/her normal hours of work.

**ARTICLE 30: CALL-BACK PAY**

**30.01 IF AN EMPLOYEE IS CALLED BACK TO WORK**

- a) on a designated paid holiday which is not the employee's scheduled day of work, or
- b) on the employee's day of rest, or
- c) after the employee has completed his or her work for the day and has left his or her place of work,

and returns to work, the employee shall be paid for a minimum of three (3) hours [four (4) hours if the call back is on a designated paid holiday which is not the employee's scheduled day of work] at the applicable overtime rate provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

**30.02** Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**ARTICLE 31: STAND-BY PAY**

**31.01** Where an employee is required by the Employer to be available on standby during off duty hours, an employee shall be entitled to a standby payment of twenty dollars (\$20)



for each eight (8) consecutive hours or portion thereof that the employee is on standby.

**31.02** An employee designated by letter or by list for standby duty shall be available at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.

**31.03** No standby payment will be paid if an employee is unable to report for duty when required.

## **ARTICLE 32: SHIFT AND WEEKEND PREMIUMS**

**32.01** Employees working on shifts half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m. will receive a shift premium of one dollar and sixty cents (\$1.60) per hour for all hours worked including overtime hours between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours between 8:00 am and 4:00 p.m.

**32.02** Employees shall receive an additional premium of one dollar and sixty cents (\$1.60) an hour in respect of all regularly scheduled hours at straight time rates worked on Saturday and/or Sunday.

## **ARTICLE 33: INSURANCE PLANS**

**33.01** The Employer agrees not to amend the current benefit plan during the life of the collective agreement. The benefit plans includes Extended Health Care, Dental, Life Insurance, Long Term Disability, Emergency Travel Assistance and Accidental Death and Dismemberment Plan, the carrier of the life insurance, accidental death and dismemberment insurance, and long-term disability is Industrial Alliance (current contract #G24511) and the carrier of the balance of the benefits is Medavie Blue Cross (current contract #432-000).

Notwithstanding the above, the Parties agree that during the life of this Collective Agreement the Employer may propose amendments to the above-noted benefit Plans or the replacement of some, or all, of the existing insurance and, or, other benefits with new insurance benefits and the associated premium amounts, and, or, new carrier(s) for such plans. In such a case the PSAC and the Employer shall meet forthwith to negotiate any mutually agreed upon changes which shall, at a minimum, be at least comparable to those currently provided under the above-noted Plans. Any mutually agreed upon changes shall be incorporated into a Memorandum of Agreement signed by the Parties attached to.

The Employer will implement an EAP program to become part of the benefit Plan of which the Employer will cover the full cost of the EAP program. The Employer confirms it is not necessary for an Employee to have health and dental coverage in order to be covered

by EAP.

**33.02** Health care and dental insurance premiums will be cost shared with the Sydney Airport Authority paying 65% and employees hired after October 1, 2001 paying 35%.

**33.03** Provided an Employee is performing their normal duties and they are not acting in a manner that would void coverage under the Airport Authority's airport operations liability insurance plan, the Employee shall have coverage for such legal defence as provided by the policy.

#### **ARTICLE 34: PENSION PLAN**

**34.01** The Employer agrees not to amend the current Pension Plan during the life of this Collective Agreement with the exception of the contribution rate, which may be adjusted if required upon completion of the Actuary Valuation of the Plan to maintain a 2.7% employee/employer contribution differential. The Plan will continue until the last of the current two (2) members of the Plan ceases to be an employee.

**34.02** For those employees not members of the current Pension Plan referred to in Clause 34.01, the Employer and those employees who have completed 12 months of accumulated service with the Employer, will contribute 13% and 5% respectively of each employee's base salary to the existing RRSP program in such manner as directed by each employee.

#### **ARTICLE 35: TECHNOLOGICAL CHANGE**

**35.01** The parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.

**35.02** Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Union at least one hundred and fifty (150) days prior to the date on which the technological change is to be implemented.

**35.03** The notice referred to in Clause 35.02 shall be in writing and shall state:

- a) the nature of the technological change;
- b) the date on which the Employer proposes to effect the technological change;
- c) the approximate number and position of employees likely to be affected by the technological change; and,
- d) the effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

**35.04** Once the Employer has given the Union the notice described in Clause 35.02, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:

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

**35.04** During the notice period described in Clause 35.02, the parties shall undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

**35.05** Where an employee's position will be affected by a technological change prescribed in the notice referred to in Clause 35.02, the employee will be provided reasonable training in the position as changed. Such training will be provided, where available, during regular working hours at no cost to the employee.

## **ARTICLE 36: JOINT CONSULTATION**

**36.01** The Union and the Employer agree that meaningful and constructive consultation between the parties is essential to creating and maintaining a harmonious and productive workplace.

**36.02** To this end, there shall be a Union/Management Consultation Committee composed of an equal number of Union and Employer representatives.

**36.03** Such Committee shall meet at the request of either party to discuss any matter which is of interest to employees, the Union, or the Employer.

**36.04** This forum shall not be used to discuss grievances or to amend the Collective Agreement.

## **ARTICLE 37: APPRENTICESHIP**

**37.01** An employee selected by the Employer to participate in an apprenticeship program who is already employed by the Sydney Airport Authority shall not have the employee's pay or benefits reduced while in the program. The employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage, as established by the *Apprenticeship Act*, of the journeyperson's rate of pay in accordance with Appendix "A"

(Rates of Pay) of this agreement.

**37.02** If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, the employee may be demoted or voluntarily agree to return to his/her former position.

## **ARTICLE 38: POSITION CLASSIFICATION SYSTEM**

**38.01** When there is a new position created or when an evaluation of an existing position is completed, and there is disagreement with the classification level assigned to the position by the Employer, the issue may be referred to the grievance and arbitration procedure in Article 27 of this Agreement. The employee shall have twenty-five (25) working days to file a grievance.

The parties may agree to an arbitrator known to have expertise in classification issues.

**38.02** Salaries and salary rates shall be in accordance with Appendix A of this Agreement. Salaries shall be paid on a bi-weekly basis.

**38.03** Employees assigned to a higher rated position shall receive the higher rate of pay or salary scale applicable to such position.

**38.04** Employees assigned to a lower rated position shall retain their previous rate of pay and continue to progress in that salary range including any economic increase provided for their former position, unless such assignment is made at the employees' request. The same protection will apply to the incumbent of a position which is reclassified downwards. Such protection, however, will not apply to an employee who refuses a permanent assignment to a higher rated position.

**38.05** If during the term of the Agreement, a position is determined to be in classification level not found in Appendix A, before applying rates of pay to the classification level, the Employer shall negotiate with the Alliance the rates of pay and rules affecting the pay of the employees on their movement through the levels.

**38.06** The Employer recognizes and shall adhere to the principle of pay equity.

## **ARTICLE 39: CONTRACTING OUT**

**39.01** No employee of the Sydney Airport Authority hired as of October 1, 1997, shall be subject to lay-off or have the employee's hours of work reduced as a result of the Employer subcontracting bargaining unit work.

## **ARTICLE 40: AGREEMENT REOPENER**

**40.01** This agreement may be re-opened with mutual consent.

## **ARTICLE 41: DURATION**

**41.01** This Collective Agreement shall be for the period commencing the date of its signing and ending on September 30, 2022. Except for the wage rate increases referred to in Appendix "A" (which increases shall apply only to those employees employed on the date this Collective Agreement is signed –this includes employees who are not actively at work because of sick leave or long-term disability), all changes to this Agreement shall be prospective commencing with the date this Agreement is signed.

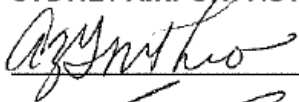


## **ARTICLE 42: JOB DESCRIPTIONS**

**42.01** Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the rationale; and an organization chart depicting the position's place in the organization.

**42.02** This Article shall not be interpreted as limiting the Employer's ability to modify duties and responsibilities as needed.

Signed at Sydney, Nova Scotia on October 30, 2024.

**SYDNEY AIRPORT AUTHORITY**

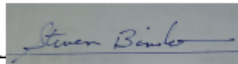
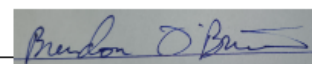


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**PUBLIC SERVICE ALLIANCE OF CANADA**



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**LETTER OF UNDERSTANDING #1: USE OF VOLUNTEERS**

It is recognized that on occasion the employer may enter into an agreement with non-profit organizations to use the employer's facilities for community related fund raising. In the spirit for which it is intended, employees who are members of the bargaining unit shall have first opportunity to volunteer to perform the necessary duties which would otherwise result in untrained volunteer(s) performing bargaining unit work.

**LETTER OF UNDERSTANDING #2: SOCIAL JUSTICE FUND**

The Employer shall contribute one cent (\$0.01) per regular hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made yearly, in the month immediately following completion of each fiscal year and such contributions will be remitted to the PSAC National Office.

### **LETTER OF UNDERSTANDING #3: RE ARFF SERVICES**

WHEREAS on or about April 23, 2016 the JA Douglas Mccurdy Sydney Airport ( the "Airport Authority") altered its operations to provide those aircraft rescue and firefighting services as set out in the current *Canadian Aviation Regulations* and in the *Aerodrome and Airport Standards respecting Aircraft Fire Fighting at Airports and Aerodromes* published under the authority of the Federal Minister of Transport (referred to collectively as "ARFF");

AND WHEREAS the Parties see the value of dealing with certain matters arising from the said ARFF services by the terms of this Letter of Understanding ("LOU");

NOW THEREFORE, the following is agreed:

1. An ARFF stipend shall apply while ARFF services are in effect and while such services remain in effect.
2. In order to receive an ARFF stipend employees must be trained, qualified and maintain qualifications to perform ARFF services.
3. The Airport Authority's obligation to provide ARFF services shall be as determined by the *Canadian Aviation Regulations* and the *Aerodrome and Airport Standards respecting Aircraft Fire Fighting at Airports and Aerodromes* published under the authority of the Federal Minister of Transport.
4. Where there is any conflict between the terms of this LOU and the Collective Agreement during the balance of its term, the provisions of this LOU will apply. Should there be any disagreement between the Parties regarding the matters covered by this LOU, it shall be dealt with through the Grievance and Arbitration Procedures of Article 27 –Grievance Procedures of the Collective Agreement.
5. On or about April 17, 2019 those employees entitled to the ARFF stipend owing for the end of winter operations will receive \$1,730 less statutory deductions.
6. Effective April 1, 2019, the ARFF stipend will be \$2.00 per hour and will be paid biweekly with the regular pay. The stipend will be paid on both regular and overtime hours worked less required deductions. For the purpose of this paragraph, hours "worked" will include vacation, holidays, sick leave of less than ten (10) consecutive days, bereavement leave with pay (Article 14.01), career development leave with pay (Article 14.03) and examination leave with pay (Article 14.06).
7. Any compensatory time accumulated prior to April 1, 2019 will be paid at the regular hourly rate in effect at the time it is taken without the ARFF stipend (since the ARFF stipend was already paid on those hours).



8. Any vacation time earned prior to April 1, 2019 will be paid at the regular hourly rate in effect at the time it is taken without the ARFF stipend (since the ARFF stipend was already paid on those hours).
9. ARFF stipend is not included when calculating any other compensation related item in the Collective Agreement, other than the Employer's contribution to the RRSP. However, for greater certainty, the Employer's contribution to the RRSP is subject to the Employee making the employee's contribution.
10. For the 2017/2018 and 2018/2019 fiscal years to March 31, 2019, employees entitled to ARFF RRSP retroactive payments will be given the option of receiving the monies as RRSP contributions (provided employee permits the employee portion to be deducted from any retroactive wages) or foregoing the RRSP contribution and receiving a lump sum payment in an amount equal to the Airport Authority's contribution (13% of the employee's ARFF stipend) less required statutory deductions.
11. For the 2019/2020 fiscal year, and commencing April 1, 2019, the employee portion of the ARFF stipend RRSP will be deducted from the regular biweekly pay and the Airport Authority's contribution will be made to the RRSP on a monthly basis (in the normal course).
12. Further to the above and for the life of the current Collective Agreement, while ARFF services are in effect and while such services remain in effect, it is agreed that:

Article 28 – Hours of Work

For the purpose of this Article:

- a) (current language for 28.01(a))
- b) (current language for 28.01(b))
- c) Except as provided otherwise herein, the normal hours of work, other than for part-time employees, exclusive of a one half-hour lunch period, shall be
  - (i) (current language of 28.01(c))
  - (ii) Non-Winter Operations (ARFF Services in Effect)

Notwithstanding Article 28.01(c)i), during the non-winter operations when ARFF services are in effect either eight (8) or ten (10) consecutive hours per shift will be scheduled from Monday through Sunday inclusive, averaging forty (40)

hours per week over the life of the schedule established by the Employer in accordance with the Collective Agreement. For the 2018 non-winter operations, the schedule shall be based on ten (10) hour shifts, unless changes are required to meet operational requirements. Any such changes will be determined in accordance with Article 28.02 and 28.03. The work schedules will be determined in accordance with 28.02 and 28.03.

(iii) Winter Operations (ARFF Services in Effect)

Notwithstanding Article 28.01(c)i), during the winter operations when ARFF services are in effect, eight (8) consecutive hours per shift and forty (40) hours per week from Monday through Sunday inclusive, averaging forty (40) hours per week over the life of the schedule established by the Employer in accordance with the Collective Agreement. The Working Foreman's work shifts will be from Monday through Friday inclusive. The work schedules will be determined in accordance with 28.02 and 28.03. Where possible, the Employer will review with the Local the potential for the Union's preference for other shifts.

(iv) When ARFF services are in effect, the Working Foreman's work shifts of either eight (8) or ten (10) consecutive hours will be scheduled within the Monday through Friday inclusive period.

(v) (current 28.01(c)ii) becomes 28.01(c)(vi).

## 28.02 Schedules of Work

a) The Employer will schedule the hours of work to meet operational requirements for employees on fixed, rotating or irregular basis so that full-time employees, on a weekly basis:

- (i) Work an average of forty (40) hours and either:
  - an average of five (5) days per week and work eight (8) consecutive hours per day, exclusive of a one-half (1/2) hour meal period, if on an eight (8) hour shift schedule; or
  - an average of four (4) days per week and work ten (10) consecutive hours per day, exclusive of a one-half (1/2) hour meal period, if on a ten (10) hour shift schedule;

(ii) (current 28.02ii)

Note: for clarity, the balance of Article 28 shall remain as per the Collective Agreement (subject to number edits if required).

13. Employees who are trained and qualified to perform ARFF services shall be eligible for a \$150 per annum allowance towards a fitness club membership, payable to the Employee upon proof of annual membership.
14. Employees who deliver the ARFF practical training as delegated by the Manager of Operations shall be entitled to a 5% premium on the base rate of pay plus ARFF stipend for all hours performing those duties.

Dated at Sydney, this 30 day of October, 2024



For the PSAC



For the Airport Authority

**LETTER OF UNDERSTANDING RE: CAAT DB PLUS PENSION PLAN**

Within ninety (90) days of the ratification of the Collective Agreement, the Parties agree to establish a joint committee to propose a plan to move the Union members of the current Pension Plan to the CAAT DBplus Pension Plan. If the PSAC Local membership is in agreement with this course of action, the Employer will make every effort to put the new plan into effect within twelve (12) months.

Such transfer is subject to the legal ability of the Employer to permit any such transfers, obtain any required regulatory approvals, and is subject to the consent to the transfer by the administrator of the CAAT DBplus Pension Plan.

In the event the Employer decides to implement DB+ prior to the expiry of this Agreement, Article 40 Agreement Reopener will apply.

**LETTER OF UNDERSTANDING RE: INSURANCE PLANS**

Within twelve months of the effective date of this Collective Agreement, the Employer will propose an increase in maximum payments for dental care and vision care benefits under the group insurance benefits available to employees. Premiums will adhere to the cost sharing as described in Article 33.

The specific change to the group insurance plan must be made with mutual consent as per Article 33.01.

## **Appendix "A"**

Position	Current September 30th 2022	October 1st 2022	October 1st 2023	October 1st 2024	October 1st 2025
		6.25%	5.00%	1.50%	1.50%
Airport Maintenance Worker	\$27.71	\$29.44	\$30.91	\$31.37	\$31.84
Seasonal Airport Maintenance Worker	\$27.71	\$29.44	\$30.91	\$31.37	\$31.84
Working Foreman	\$34.32	\$36.47	\$38.29	\$38.86	\$39.44
Plumber	\$32.36	\$34.38	\$36.10	\$36.64	\$37.19
Mechanic	\$32.36	\$34.38	\$36.10	\$36.64	\$37.19
Electrician	\$32.36	\$34.38	\$36.10	\$36.64	\$37.19
Seasonal Airport Maintenance Workers (Probationary - Note 1)	\$23.61	\$25.09	\$26.34	\$26.74	\$27.14

1. A seasonal employee's first season of employment will be the employee's probationary period. If an employee is hired after the start of that season and does not work at least one-half (1/2) of that season, the employee will need to complete the months of that season he did not work in the next following season.
2. The Lead Hand function will be assigned by the Employer including rotation through work shifts in the winter and summer months as it determines is appropriate.

Lead Hand Premium Rate: \$3.50 per hour

If, during the life of this Agreement, the Employer creates a new bargaining unit classification whose hours of work will be thirty-seven and a half (37 1/2) hours per week in five (5) shifts of seven and a half (7 1/2) consecutive hours each Monday to Friday, exclusive of one-half (1/2) hour meal period the parties agree to discuss appropriate amendments to this Agreement pursuant to Article 40 in finalizing agreement on this classification.

3. As stated in LOU #3, the ARFF Stipend RRSP Contribution will only be paid during periods when ARFF services are in effect.
4. ARFF Stipend RRSP Contribution requires Employee RRSP matching contribution.
5. ARFF Stipend Lump Sum Payment Option set out in LOU #3, paragraph 10 will be paid less any required statutory deductions.
6. Each Employee must submit an ARFF Stipend RRSP/Lump Sum Declaration Form in order to trigger a lump sum payment pursuant to LOU #3, paragraph 10.
7. If the new Collective Agreement terms are ratified by the bargaining unit the

Collective Agreement  
PSAC and Sydney Airport Authority

Employer will pay to each full-time and part-time member of the bargaining unit (actively working and those absent on sick leave) a signing bonus of \$1000.00, less required deductions on the date of signing of the Collective Agreement.