

COLLECTIVE AGREEMENT

RECEIVED
MAY 09 2008

BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA
UCTE Local 90901**

and

GANDER INTERNATIONAL AIRPORT AUTHORITY

Effective April 7, 2007

to

April 6, 2011

13048(03)

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
1	Purpose	1
2	Recognition.....	1
3	Management Rights.....	1
4	Union Security	1
5A	State Security	2
5	Job Security	2
6	Strikes and Lockouts	3
7	Joint Consultation.....	4
8	information.....	4
9	Use of Authority's Facilities.....	5
10	Employee Representatives.....	5
11	Grievance and Arbitration Procedure.....	6
11B	Local Humanities Fund	8
12	Suspension and Discipline.....	9
13	No Harassment and No Other Forms of Discrimination in the Workplace	10
14	Employee Status.....	11
15	Probation	13
16	Hours of Work	14
17	Overtime and Reporting Pay	18

<u>Article</u>	<u>Subject</u>	<u>Page</u>
18	Call Back.....	20
19	Standby.....	21
20	Wash Up Time.....	22
21	Shift Premiums	22
22	Pay Administration	22
23	Leave - General	24
24	Designated Paid Holidays.....	24
25	Vacation Leave.....	26
26	Education and Career Development Leave.....	29
27	Leave With or Without Pay For Alliance or Union Business.....	30
28	Other Leave With or Without Pay	32
29	Staffing Procedure.....	43
30	Job Classification.....	44
32	Employee Performance Review and Employee Files	45
33	Technological Change	46
34	Severance Pay	47
35	Break in Service and Employment	48
36	Seniority	48
37	Health and Safety	49
38	Sick Leave With Pay	51

<u>Article</u>	<u>Subject</u>	<u>Page</u>
40	Health and Benefit Plans	52
41	Registration Fees	52
42	Bilingual Positions	52
43	Employee Parking	52
44	Travel	52
45	Uniforms, Protective Clothing, Protective Equipment and Tools...	53
46	Standard Operating Procedures.....	55
47	Work Flexibility	55
48	Agreement Amendment	57
49	Firefighter Physical Fitness	57
50	Apprenticeship.....	58
51	Duration and Rates of Pay	58
Appendix A	Wages.....	60
Appendix B	Certification Order.....	61
Appendix C	Recalled Employees.....	63
Appendix D	Benefit Sharing Formula.....	64
	Letter of Understanding #1 - Re: Employee Performance Review	65
	Letter of Understanding #2 - Re Safe Work Procedures.....	66
	Letter of Understanding #3 - Re Purchase Preference	67
	Letter to Understanding #4 - Re Firefighters' Hours of Work.....	68

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Airport Authority, 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 are between and apply to the Alliance, employees and the Airport Authority.

1.03 Definitions:

"Alliance" means the Public Services Alliance of Canada.

"Authority" means the Gander International Airport Authority Inc.

"Component" means the Union of Canadian Transportation Employees (U.C.T.E.).

"Local" means the Union of Canadian Transportation Employees (U.C.T.E.), Local 90901.

ARTICLE 2 RECOGNITION

2.01 The Airport Authority recognizes the Alliance as the sole and exclusive bargaining agent for all employees of the Authority described in the certificate issued by the Canada Industrial Relations Board dated April 17, 2001, being Order Number 8015-U, attached in Appendix B.

2.02 For greater clarity, employees mean all employees of the Authority as per the certification order referred to in Article 2.01

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Airport Authority.

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

ARTICLE 4 UNION SECURITY

4.01 a) Subject to the provisions of this Article, the Airport Authority will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Airport Authority shall not be obligated to make such deductions from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership

shall commence on the initial date of employment.

b) The Airport Authority agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.

4.03 The Alliance shall inform the Airport Authority in writing of the authorized monthly deduction to be checked off for each employee.

4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the Alliance by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

4.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and, or other monies deducted by the Airport Authority from the pay of employees in the bargaining unit.

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

4.07 The Employer agrees to continue the past practice of making deduction for other purposes on the basis of the production of appropriate documentation.

ARTICLE SA STATE SECURITY

5A.01 Nothing in this Agreement shall be construed to require the Authority to do or refrain from doing anything contrary to any instruction, direction, or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE S JOB SECURITY

5.1 The Authority agrees that for the life of the collective agreement, permanent employees hired prior to date of signing of this agreement shall not be laid off or have their hours of work reduced, nor shall permanent seasonal employees (which includes employees in Appendix C) have their seasonal recall rights affected except due to extraordinary circumstance(s) that interrupt the normal day to day, year to year operations, threaten the closure of the Airport, or drastically reduce the normal operations of Gander International Airport.

Should extraordinary circumstance(s) occur, the Authority will inform the local as soon as possible of the circumstance(s) - the Authority accepts the onus. In such cases the parties will meet to investigate, meaningfully consult and take steps to resolve the matter in a

reasonably fair and equitable manner, including the amendment of this collective agreement as per Article 48.

- 5.2** Any layoffs shall be by classification in reverse order of seniority and recall will be in order of seniority. Normally, notice of layoff will be forty-five (45) days.
- 5.3** Except in the event of extraordinary circumstance(s), no permanent full-time employee of the bargaining unit will be laid off or have a reduction in hours of work, nor shall permanent seasonal employees (which include employees in Appendix C) have their seasonal recall rights affected as a result of the Authority contracting out bargaining unit work.
- 5.4** Excluded employees of the Authority and volunteers not covered by the terms of this agreement will not perform the duties normally assigned to those employees who are covered by this collective agreement, except in emergencies, past practice, training or instruction or, provided it does not result in a layoff or reduction in hours of work of bargaining unit employees.
- 5.5** Recall rights for all laid off employees will be for the term of this collective agreement.
- 5.6** Subject to Article 47, no employees shall be required to perform any substantive work outside the bargaining unit without the employees consent.
- 5.7** In respect of non-bargaining unit services externally contracted by the Authority, the parties agree to meet and discuss any proposal for which the Union wishes the contract to be awarded to bargaining unit employees, prior to the Authority making its final decision to award the contracted services.

ARTICLE 6 STRIKES AND LOCKOUTS

- 6.01** There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying regulations) during the life of this Agreement.
- 6.02** Where an employee expresses a concern for their safety in attempting to cross a picket line on the Airport Authority's premises, the Airport Authority will ensure a safe access to the workplace.
- 6.03** If employees are prevented from performing their duties because of a strike or a lockout on the premises of another employer, the employees shall report the matter to the Airport Authority, and the Airport Authority will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04** The Airport Authority shall not assign any employee work normally performed by a tenant's employee who are lawfully on strike or locked out.
- 6.05** If an employee refuses to cross any picket line, the employee shall not be paid for the time not worked and the employee shall not be subject to discipline provided such employee, if working in an essential capacity such as fire hall duty or winter maintenance, makes provision for and ensures that another qualified employee reports for the duty at the scheduled start-

up of daily operations.

ARTICLE 7 JOINT CONSULTATION

- 7.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02** Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or Working conditions not covered by this agreement.
- 7.03** The Airport Authority agrees to give the Alliance reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 7.04** Grievances shall not be dealt with at joint consultation under this Article.
- 7.05** The Union Management Consultation Committee ("UMC Committee") will have no authority to amend or alter this collective agreement.
- 7.06** The parties agree that guidelines for joint consultation will be developed by the UMC Committee within, unless otherwise agreed, three (3) months of ratification of this collective agreement, and such guidelines shall be subject to amendment by mutual consent only.

ARTICLE 8 INFORMATION

- 8.01** The Airport Authority shall provide the Local, upon hiring, 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. The parties agree to share the cost of printing the Collective Agreement.
- 8.03** The Airport Authority agrees to provide the President of the Union Local of PSAC with a copy of the Airport Authority's current organization chart and as amended from time to time.
- 8.04** The Airport Authority will provide the President of the Union Local of PSAC with a copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
- i) policies bearing on employee's employment;
 - ii) full text of all benefit and pension plans;
 - iii) courtesy copies of those Board documents which are public record and notice of Board appointments;

- iv) current job descriptions;
- v) health & safety reports generated outside OSH Committee; and
- vi) names and titles of Airport Authority excluded staff.
- vii) courtesy copies of documents normally released to employees such as, but not limited to, documents which relate to changes in conditions of employment or working conditions not governed by this collective agreement.

ARTICLE 9 USE OF AUTHORITY'S FACILITIES

- 9.01** Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Union shall endeavor to avoid posting of notices which the Airport Authority, acting reasonably, could consider adverse to its interests.
- 9.02** The Airport Authority agrees to permit the Alliance representatives to use the Airport Authority's email system for union business.
- 9.03** The Airport Authority will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.
- 9.04** A duly accredited representative of the Union shall be permitted access to the Airport Authority's premises to assist in the resolution of a complaint or grievance and to attend meetings called by Management or the Union Local.
- 9.05** Where practical, the Airport Authority will provide a meeting room to the Local so that it may carry out union business.
- 9.06** The Airport Authority agrees to allow the Union Executive the use of a photocopier for the reasonable requirements of the Local and a filing cabinet for its sole and exclusive use and an office, equipped for a telephone, that would be designated as "the Union Mice".

ARTICLE 10 EMPLOYEE REPRESENTATIVES

- 10.01** The Airport Authority acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 10.02** The Alliance shall determine the jurisdiction of each representative.
- 10.03** The Alliance shall notify the Airport Authority in writing the name and jurisdiction of its representatives.
- 10.04 a)** A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints, or process a grievance, or undertake any other union business, during work hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.

- b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
 - c) An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).
- 10.05 The Airport Authority will introduce new employees to a representative of the Alliance on their first day of work.
- 10.06 The Authority agrees to provide the **President** of the Local or designate and the **employee(s)**, at the time of their orientation, **leave** with pay of **two (2)** hours to acquaint the newly hired **employee(s)** with the fact that a **collective** bargaining relationship exists between the Alliance and the Gander International Airport Authority.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 (a) The Authority and the Alliance agree that discussions should occur between employees, the Alliance representatives and Authority representatives when problems or differences arise in an attempt to resolve problems or differences.
- (b) This grievance procedure is not intended to preclude any discussion between employees, the Alliance representatives and Authority representatives including the President and CEO. Where discussions, relating to problems or differences occur, the time limits in the Complaint Step will be extended by the appropriate number of days.
- (c) An employee shall first attempt to resolve any difference with his/her supervisor before initiating discussions with or submitting the issue to the next level of management.
- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Airport Authority and or the Union, or between the **Employee(s)** and the Airport Authority, it shall be processed according to the following grievance procedure. Nothing in this provision deprives **employee(s)** of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with by the Union then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 Should the Employer fail to respond within the time limits provided for in this Article, the grievances shall be deemed to be allowed.
- 11.05 **Employee(s)** shall have the right to be represented at any step of the grievance procedure.

The employee(s) and the union representatives shall be given leave with pay to attend such meetings. At either Complaint Step or Step 2, the Airport Authority representative may be assisted by a Human Resource representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

- 11.06** The employee(s) shall be advised of their right to have a union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).
- 11.07** The Airport Authority shall post the names and titles of the appropriate designated Airport Authority representatives.

STEPS OF THE GRIEVANCE PROCEDURE

Complaint:

Within twenty (20) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Union may submit a written complaint to the Airport Authority representative.

Within ten (10) days of the receipt of the complaint the Airport Authority representative shall meet and provide a written response to the employee(s) and the Union representative.

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

STEP 2:

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

STEP 3:

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

The parties agree that a single arbitrator shall be used as provided for under the Canada Labour Code. The Airport Authority and the Union shall make every effort to agree on the selection of the Arbitrator within twenty-five (25) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith

request the Minister of Labour to appoint an arbitrator.

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

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

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

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

Expedited Arbitration

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

Procedure:

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

ARTICLE 11B LOCAL HUMANITIES FUND

11B.01

The Airport Authority will contribute an amount of four cents (\$0.04) per regular hour worked (excluding overtime) by the employees covered under this Collective

Agreement. This amount will be paid on a quarterly basis and is subject to a maximum annual payment of five thousand dollars (\$5000).

- 11B.02 The Alliance agrees to indemnify and hold the Authority harmless from any liability or action in connection with this Article 11B.

ARTICLE 12 SUSPENSION AND DISCIPLINE

- 12.01 Where it appears during any meeting with an employee, that the nature of such a meeting must change to an investigation which could result in the formal disciplining of that employee, that meeting must be immediately terminated.
- 12.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a formal disciplinary decision, concerning that employee, the employee is entitled to have, at their request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of thirty-six (36) hours written notice (including reasons) of such a meeting.
- 12.03 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty or discharged, the Airport Authority undertakes to notify the employee, in writing of the reason for such suspension or discharge. The Authority will give such notification at the time of the suspension or discharge.
- If the Authority does not give the written reason for such suspension or discharge, the employee shall be deemed to be suspended with pay until the written notice is received.
- 12.04 Discipline when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary decisions that have been placed on the employee's file. Where an employee has not been made aware of such a decision in advance of a hearing, then no such decision, and/or supporting document or report shall be introduced as evidence in a hearing relating to disciplinary action. If requested by the employee, a copy of such decision, and/or supporting document or report will be made available to him.
- 12.05 If an employee files a grievance against a written reprimand, suspension or discharge in accordance with Article 11, the Airport Authority will postpone that disciplinary action until such grievance is resolved except where the President & CEO has determined there has been a theft, breach of trust or serious misconduct.
- 12.06 The Airport Authority recognizes the principle of progressive discipline. In order of severity, the types of disciplinary action normally to be considered in a progressive manner shall be:

Informal:

- Oral reprimand

Formal:

- Written reprimand
- Suspension
- Dismissal

- 12.07 In cases of written reprimand, suspension or dismissal the Authority shall provide the Local

President with a written record of any disciplinary action taken against the employee including the **reason(s)** for the disciplinary action. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.

- 12.08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action regarding the same or a similar matter referred to in this document or written statement has been recorded during this period.
- 12.09 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 2, then the grievance may be referred to Expedited Arbitration in accordance with Article 1 ■ .
- 12.10 No employee shall be disciplined or treated in such a matter as to violate Article 13 for "Whistle blowing", i.e. reporting any abuse of office, financial or otherwise.

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

- 13.01 The Alliance and the Airport Authority recognize the right of employees to work in an environment free from sexual and personal harassment and the Airport Authority undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.
- 13.02 Subject to the provisions of the Canadian Human Rights Act, there shall be no abuse, discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, gender identity, gender expression, family status, mental or physical disability or language, political affiliation, marital status and criminal record for which a pardon has been granted, or membership or activity in the Alliance.
- 13.03 a) Sexual harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material or any contact that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- b) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
- c) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of that employee, or in any way interfere with or influence the career of the employee. It includes intimidation, threats, blackmail or coercion.

- 13.04 (a) To prevent harassment and other forms of discrimination in the workplace, the Airport Authority will provide policies which address:
1. The prevention of abuse of staff;
 2. Appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 3. Prompt, thorough follow-up to ensure that the needs of the abused employee are met (i.e. the provision of support and counseling);
 4. The incident is investigated and plans developed to lessen the likelihood of further abusive behavior;
 5. The rights of both the complainant and the person against whom the complaint is lodged; and
 6. Confidentiality of information.
- b) The Health and Safety Committee may make recommendations to the Airport Authority on the monitoring and developing of health and safety related prevention strategies or procedures to reduce the risk of abuse of staff.
- 13.05 The parties agree that complaints alleging a breach of this Article should be dealt with in accordance with Harassment Policy of the Airport Authority. In the event that the complaint is not resolved to the satisfaction of either party, the matter may be referred to the Grievance Procedure provided in Article 11. In this event, all parties agree that Step 1 of the Grievance Procedure will be waived.
- 13.06 As soon as is reasonably practicable following the signing of this Agreement the Airport Authority agrees to consult with the Alliance in accordance with Article 7 to consider changes to the Harassment Policy and further agrees to consult in accordance with Article 7 at least thirty (30) days prior to implementing any future changes to that policy.

ARTICLE 14 EMPLOYEE STATUS

14.01 Full-time Employees

Full-time employee is an employee whose normal hours are those in accordance with Article 16.01 (c) - **Hours of Work**.

14.02 Seasonal Employees

- a) A seasonal employee is an employee hired primarily for winter seasonal work in airfield operations as a field maintenance operator (**MDO-06**). 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 as field maintenance operators. Unless otherwise provided in this Agreement, a seasonal employee is entitled to all of the provisions of the collective agreement during the period the seasonal employee is actively in the employ of the

Authority.

- b) A seasonal employee will be eligible to participate in the benefit plans in accordance with the applicable eligibility criteria during the time he/she is actively in the employ of the Authority. During the period of time the seasonal employee is not actively in the employ of the Authority, the seasonal employee will be able to participate in all benefit plans except Long Term Disability, the costs of which shall be shared in accordance with Appendix D.
- c) Notwithstanding Article 36 - Seniority, the seniority of a seasonal employee shall include all cumulative time worked, i.e. actively in the employ, with the Authority on or after March 1, 2001.
- d) Seasonal employees will accrue vacation credits as per Article 25.02 - Vacation Leave. Subject to operational requirements, seasonal employees may request to take vacation day(s) with pay; alternatively the balance of vacation credits will be paid at the conclusion of the seasonal period of work.
- e) Providing there are labour requirements as determined by the Authority, seasonal employees will be recalled by the Authority in order of seniority for the subsequent work season provided the seasonal employee has been given notice of recall by the Authority not later than October 15".

If the Authority decides to hire seasonal employees for other seasonal work in airfield and groundside operations, qualified seasonal employees who have indicated a desire to do such seasonal work will have preference to be recalled for such work.

- f) A full time employee transferring to seasonal employee status shall be placed at the top of the seniority list for seasonal employees. For the term of this agreement, remaining employees in Appendix C shall be considered as permanent seasonal employees in accordance with this Article.

14.03 Term Employees

Term employees are employees hired for the purpose of:

- a) replacement of full time employees who are on leave with or without pay;
- b) short-term assignments, including recurring periods of work in airfield and/or groundside operations; or
- c) special projects; or
- d) non-recurring work.

Term employees will be advised in writing of their termination date when hired. The duration of employment for a Term employee under (a) above will be for the period of the replacement, and each period of work under either (b), (c) and (d), shall be a maximum of one (1) year.

Unless otherwise provided in this Agreement, Term employees are covered by all provisions of this collective agreement, except Article 34 - Severance Pay during the period the term employee is actively in the employ of the Authority.

Qualified, non-probationary full time employees who apply for a Term Job Opportunity will be given preference in accordance with Article 29- Staffing Procedure over other applicants for such Term Job Opportunity. Such employees who are appointed to a Term position 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.

If the period of work for the term employee extends beyond one (1) month of work, the employee is eligible to accrue sick leave in accordance with Article 38 and is eligible for coverage under the Group Benefits Plan provisions outlined in Article 40. During the period of time the term employee is not actively in the employ of the Authority, the term employee will be eligible to participate on a voluntary basis in benefit plans in accordance with the eligibility criteria, excluding Long Term Disability, the costs of which shall be paid by the term employee.

Fulltime 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 substantive position upon completion of the term assignment.

All term employees as of and/or subsequent to April 6, 2003 shall maintain their status as term employees. Providing there are labour requirements as determined by the Authority, term employees will be recalled by the Authority in order of seniority for the position for which they had been originally hired, and in other cases of recall it shall be subject to the requirement that the term employee have the qualifications for the work required. Term employees will be given two (2) weeks notice of recall by the Authority where possible.

Term employees shall continue to be paid vacation pay of four percent (4%) for any period of work upon recall.

14.04 Students

The Employer agrees to ensure that the status of employment and working conditions of bargaining unit members will not be adversely affected by the use of students.

The Employer agrees to treat the students in accordance with the spirit of this collective agreement. In consideration, the Union agrees that these students are not members of the bargaining unit and will not be subject to any of the specific provisions of this collective agreement.

ARTICLE 15 PROBATION

15.01 All newly hired employees shall be considered probationary employees.

15.02 Newly hired firefighters shall complete a probationary period of up to twelve (12) months, but not less than six (6) months, which is tied to completion of the certification process. All other newly hired employees shall complete a six (6) month probationary period.

15.03 During the probation period an employee will have his/her performance discussed and reviewed with them on a regular basis in accordance with Article 32.

15.04 When a probationary employee is dismissed, the Authority shall provide notice in writing to the employee, with a copy to the Alliance.

15.05 Probationary employees shall have the right to grieve discipline, up to and including dismissal, in accordance with Article 11, Grievance and Arbitration Procedure. However, the termination of a probationary employee for reasons of unsuitability, unsatisfactory work performance or other nondisciplinary reasons shall not be arbitrable except in the event of a grievance claiming that such termination is contrary to the provisions of Article 15.03 or other related articles of this Agreement in which case the onus is on the Authority of establishing that it complied with the Agreement.

ARTICLE 16 HOURS OF WORK

16.01 For the purpose of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hour,
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- c) Except as provided otherwise herein, the normal hours of work, exclusive of a lunch period, shall be as listed below:
 - (i) For trades - eight (8) consecutive hours per day and forty (40) hours per week from Monday to Friday between the hours of 0700 and 1800.
 - (ii) For firefighters on shifts - as per Article 16.07
 - (iii) For all administrative classifications - seven and one-half (7½) consecutive hours per day and thirty seven and one-half (37½) hours per week from Monday to Friday between the hours of 0700 and 1800.

16.02 Schedules of Shift Work

- a)
 - (i) The weekly and daily hours of work may be varied by the Authority following consultation in accordance with Article 7 with the Alliance to allow for summer and winter hours, and/or employee requested flexible hours provided the annual total of hours remains unchanged.
 - (ii) No schedule shall contain and no employee shall be required to work split shifts, unless in accordance with Article 16.04.
- b) When establishing schedules of work the Authority shall consider the wishes of the employees concerned and shall consult in accordance with Article 7 with the affected employees and the Local Alliance representative(s) when establishing the shift schedule and starting and stopping times in a work area. In all cases following such consultation the Authority will, where practical, accommodate such employee representations as may have been conveyed by the Alliance representative(s) during the consultation.
- c) The Authority will make every reasonable effort:
 - (i) to not schedule the commencement of a shift within eight (8) hours of the

completion of the employee's previous shift,

- (ii) to avoid excessive fluctuations in hours of work;
- (iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employee, and
- (iv) to schedule at least two (2) consecutive days of rest at a time.

d) Schedules of work shall be posted by the Authority at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Authority 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 their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest.

f) The Authority must provide two (2) rest periods of fifteen (15) minutes each per full working day, however, if the working day exceeds eight (8) hours, the Authority shall provide one additional rest period for each additional three (3) hour period.

g) 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.

h) It is recognized that certain continuous operations require that employees be on the job for a full shift. In these operations, the employees will be permitted a one-half ($\frac{1}{2}$) hour meal period. A specified meal period shall be scheduled as close to the mid-point of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient for the employees.

16.03 Changes to Schedules of Work

a) The Authority agrees that there will be consultation in accordance with Article 7 between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the Authority 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 Authority will review with the Local Alliance representative(s) any change in the schedule of work which the Authority proposes to institute.
- c) An employee whose scheduled hours of work are changed without seven (7) days prior notice in advance of the starting time of the change:
 - (i) shall be compensated at the applicable overtime rate for the first full shift worked on the new schedule; and
 - (ii) shall retain their **previously** scheduled days of rest **next** following the change, or, if **worked**, such days of rest shall be compensated in accordance with Article 17 Overtime.

16.04 Compressed or Variable Hours of Work

- a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete their weekly hours of work in a period, other than provided for in the scheduling provisions of this Agreement, subject to operational requirements. This clause shall also apply to split shifts.
- 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, nor shall it prohibit the right of the Authority to schedule any hours of work in accordance with this Agreement.

16.05 General Terms Respecting Compressed or Variable Hours of Work

- a) The scheduled hours of work of any day as set forth in a work schedule may exceed or be less than the employee's regular 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) 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) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.
- d) Except for Article 28.08- Bereavement Leave with Pay, 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.
- e) 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 or variable hours of work.

16.06 Shift Principle

- a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Authority. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.
 - (i) Canada Industrial Relations Board Proceedings
 - (ii) Contract Negotiations
 - (iii) Staffing Process
 - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
 - (v) Training Courses which the employee is required to attend by the Authority.
- b) Notwithstanding paragraph (a), proceedings described in subparagraphs (iv) and (v) are not subject to the condition that there be no increase in cost to the Authority.
- c) Provided sufficient advance notice is given and with the approval of the Authority, employees may exchange shifts if there is no increase in cost to the Authority. On exchange of shifts under this clause, the Authority shall pay the affected employees as if no exchange had occurred and any issue of pay for the exchange of shifts will not involve or be the liability of the Authority.

16.07 The following provisions apply only to individuals classified as firefighters on shifts:

- a) When hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.
- b) The scheduling of hours of work and the establishment of shift schedules shall be done by the Authority.
- c) A shift schedule shall be posted in the Firehall at the beginning of each fiscal year.
- d) There shall be no shift schedule containing split shifts, unless in accordance with Article 16.04.
- e)
 - (i) The Authority shall post a duty roster in the Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another crew on less than ninety-six (96) hours' notice in advance of the starting time of the first shift of the employee's new crew, the

employee shall be paid at the applicable overtime rate for the first shift worked in the schedule of the employee's new crew.

- (ii) Sub-clause(i) shall not apply to an employee when the employee is returned to the employee's regular crew following a temporary assignment to a new crew.
 - (iii) Provided sufficient advance notice is given and with the approval of the Authority, employees may exchange shifts if there is no increase in cost to the Authority. On exchange of shifts under this clause, the Authority shall pay the affected employees as if no exchange had occurred and any issue of pay for the exchange of shifts will not involve or be the liability of the Authority.
- (9) Crew transfers voluntarily agreed between firefighters must be approved by the Authority. Crew transfers initiated by the Authority will take place only after consultation with the affected employees.

ARTICLE 17 OVERTIME AND REPORTING PAY

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

17.02 Except in cases of emergency, call-back or mutual agreement with the employee, the Authority shall give at least four (4) hours notice of any requirement for overtime work.

17.03 Overtime shall be compensated on the following basis:

- a) time and one-half (1½) for all hours worked in excess of the employee's normal ~~scheduled daily~~ hours and for all hours worked on the first day of rest
- b) an employee who reports for work as directed on a day of rest shall be compensated for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater.
- c) an employee is entitled to overtime compensation when approved in advance by the Authority ~~or~~ in accordance with Standard Operating Procedures for each completed fifteen (15) minute period of overtime worked by the employee.
- d) notwithstanding (a), an employee is entitled to double (2) time for each hour of overtime worked by an employee,
 - (i) on a scheduled day of work or a first day of rest, after a period of overtime equal to the normal hours of work specified in Article 16- Hours of Work; and
 - (ii) on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday; and
 - (iii) where an employee is entitled to double (2) time in accordance with (i) or (ii)

above and has worked a period of overtime equal to the normal daily hours of work specified in Article 16 - Hours of Work the employee shall continue to be compensated at double (2) time, for all hours worked until the employee is given a period of rest of at least eight (8) hours.

e) Clause (d) does not apply to the Firefighters.

' 9 Subject to 17.03 (c), a Firefighter employee is entitled to:

(i) time and one half (1½) compensation for each hour of overtime worked by the employee. When an employee is required to work overtime immediately following their scheduled shift, or on a day of rest, or on a designated paid holiday, which extends into the employee's next scheduled shift, the employee will continue to be compensated at the applicable overtime rate until the employee has had a break of at least eight (8) hours; and

(ii) double (2) time compensation for each hour of overtime worked by the employee on the employee's second (2nd) or subsequent day of rest, provided the days of rest are consecutive and contiguous.

(g) Unless the employee has requested compensatory leave with pay, the Authority will pay overtime compensation on the pay period next following the period in which the overtime is worked.

17.04 Notwithstanding Articles 17.03 and subject to 17.03 (c), for the winter season employees, Heavy Equipment Operators, working in a continuous shift pattern shall be compensated for overtime work performed on regular working days or on days of rest at time and three-quarters (1 3/4).

17.05 When an employee is required to work overtime on a designated paid holiday, on a day of rest or to work overtime which is not contiguous to the employee's scheduled hours of work, and reports, and is required to use transportation other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

a) mileage allowance at the appropriate rate as contained in Article 44.06; or,

b) out-of-pocket expenses for other means of commercial transportation approved by the Authority.

17.06 a) Overtime shall be compensated in cash except where upon, mutual agreement between the employee, and the Authority, overtime may be compensated in equivalent leave with pay. 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.

Compensatory leave will be accumulated to a maximum of the equivalent of ten (10) days (or seven (7) shifts for employees in the FR classification) for the period from January 1 to December 31. Compensatory leave with pay not used by December 31 will be paid for in cash at the employee's applicable rate of pay. In extenuating circumstances, an employee may request permission to carry forward their unused compensatory leave with pay for up to one (1) year only.

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

17.07 (a) An employee who works three (3) or more hours of overtime,

(i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period; or

(ii) immediately following the employee's scheduled hours of work; or

(iii) on a day of rest if the overtime extends beyond eight (8) hours;

shall be paid for one (1) meal in the amount of eleven dollars (\$11.00) except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by the Authority, shall be allowed the employee, in order that the employee may take a meal break at or adjacent to the employee's place of work.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be paid an additional meal in the amount of eleven dollars (\$11.00) after each four (4) hour period, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by the Authority, shall be allowed the employee, in order that the employee may take a meal break at or adjacent to the employee's place of work.

(c) For Firefighter employees the provisions of Articles 17.07 (a) and (b) do not apply and, except when a free meal can be provided, an employee who has not received at least twelve (12) hours advance notice of an overtime requirement and works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of eleven dollars (\$11.00). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of eleven dollars (\$11.00) shall be provided. Only two meals shall be provided in one overtime shift except when an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance of eleven dollars (\$11.00) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.

(d) This clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

17.08 An employee performing overtime work shall be entitled to a rest period of fifteen (15) minutes for each three (3) hours of overtime.

ARTICLE 18 CALL-BACK

18.01 If an employee is called back to work and returns to work on a designated holiday which is not the employee's scheduled day of work or on the employee's day of rest or after

leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:

- a) three (3) hours' pay at the applicable rate of overtime compensation for each call-back to a maximum of eight (8) hours' Compensation in an eight (8) hour period or,
- b) for all time worked, at the applicable rate of overtime compensation provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- 18.02 Time spent by the employee reporting to work or returning to his/her residence shall not constitute time worked, unless the employee is directed by the Authority to attend a work location other than the employee's normal place of work in which case Article 44.03 shall apply.
- 18.03 Payments provided under the Overtime and Reporting Pay provisions of this Agreement, the Designated Paid Holiday and Standby Provisions of this Agreement and this Article above shall not be pyramided, that is the employee shall not receive more than one compensation for the same service.
- 18.04 In the event of a callback under Article 18.01, the employee shall be reimbursed for actual mileage at the mileage rate as contained in Article 44.06, or reasonable out-of-pocket expenses incurred for other means of commercial transportation approved by the Authority.
- 18.05 For the purposes of this Article, call back to work shall mean that the employee is contacted by the Authority, is required to perform work on behalf of the Authority, and the work is performed at a location approved by the Authority (e.g. Airport, employee's residence or other location associated with the business of the Authority).

ARTICLE 19 STANDBY

- 19.01 Where the Authority requires an employee to be available on standby during their off-duty hours, an employee shall be entitled to, a stand-by payment of fifteen dollars (\$15), or upon request of the employee one (1) hour's leave with pay, for each four (4) consecutive hours or portion thereof that he/she is on standby.
- 19.02 An employee designated by letter or by list for standby duty shall be available at his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called, In designating the employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.
- 19.03 An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the provisions of Articles 17 and 18.
- 19.04 No standby payment will be granted if the employee is unable to report for duty when required.
- 19.05 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

- 19.06 All employees on standby shall be provided with a portable means of contact at no cost to the employee.

ARTICLE 20 WASH UP TIME

- 20.01 Where the Airport Authority determines that due to the nature of the work and there is a clear cut need, wash up time to a maximum of ten minutes will be permitted before the end of the working day or a meal break.

ARTICLE 21 SHIFT PREMIUMS

Shift Premium

- 21.01 An employee working on shifts will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked including overtime hours, between 1600 hours and 0800 hours. The shift premium will not be paid for hours worked between 0800 hours and 1600 hours.

Weekend Premium

- 21.02 Employees shall receive an additional premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

ARTICLE 22 PAY ADMINISTRATION

- 22.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "B". The Authority shall provide the Union with an annual statement indicating each employee's actual rate of pay, classification, including level and position title for his/her substantive and, if applicable, acting, position.
- 22.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Authority. In no case shall the employee be paid at less than the minimum rate.
- 22.03 a) An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Authority. In no case shall the employee be paid higher than the maximum rate in the new position.
- b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.
- 22.04 An employee appointed or reclassified to a position rated the same as their prior position shall, receive at least the same incremental rate in the new position. If there is no such incremental rate the employee shall receive the next higher incremental rate.

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

22.06 Clause 22.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position.

Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 22.07.

22.07 Pay Increments

- a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until they reach the maximum rate for the position. The pay increment period is the period identified in Appendix "A".

A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.

- b) An employee appointed or reclassified to a position other than a higher rated position shall retain their increment date.
- c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted their pay increment until they complete a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

22.08 The Authority 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 Authority to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

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

22.10 Where a pay increment and a pay revision are effected on the same date, the pay increment

shall be applied first.

- 22.11** When an employee is required by the Authority to substantially perform the duties of a higher rate classification level in the bargaining unit in an acting capacity and performs those duties for at least one (1) full working day or one full shift, the employee shall be paid acting pay calculated from the date that he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts. An employee acting in a higher rated position shall continue to be entitled to the employee's pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position the employee's acting rate of pay will, if required, be adjusted accordingly. This clause shall also apply in the event the in-charge firefighter takes approved leave from work for at least one-half of a shift and assigns a firefighter in a lower rated classification to be in-charge, in which case the acting pay shall be paid for the number of hours in which he/she acts.
- 22.12** In the event of termination of employment for reasons other than death or lay-off or disability, the Authority shall recover from any monies owed the employee an amount equivalent to unearned vacation or sick leave taken by the employee.
- 22.13** Payments provided under Article 17 - Overtime, Article 18 - Call-Back, Article 19 - Standby and Article 24- Designated Paid Holidays shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 23 LEAVE - GENERAL

- 23.01** An employee is entitled to be informed upon request on a reasonable basis of the balance of their vacation, sick and compensatory leave credits.
- 23.02** The amount of leave with pay earned, but unused, and credited to an employee at the time when this agreement is signed, or at the time the employee becomes subject to this agreement, shall be retained by the employee.

ARTICLE 24 DESIGNATED PAID HOLIDAYS

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

- a) New Years Day
- b) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) The first Monday in August

- m) One additional day – employee's Birthday or other day mutually agreed between the employee and the Authority.

24.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 27.06 and 27.07.

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

When **two (2)** days designated as holidays under clause **24.01** coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first **two (2) scheduled working** days following the days of rest.

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

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

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

- a) time and one-half (1½) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday; or,
- b) upon request, and with the approval of the Authority, the employee may be granted:
 - i) a day of leave with straight time rate of pay ("a lieu day") at a later day in lieu of the holiday; and,
 - ii) pay at one and one half (1 ½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work; and,
 - iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.
- c)
 - i) subject to operational requirements and adequate advance notice, the Authority shall grant lieu days at such times as the employee may request.
 - ii) when in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year only.
 - iii) the straight-time rate of pay referred to in 24.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

24.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause **24.05** or three (3) hours pay at the applicable overtime rate of pay for each reporting to a maximum of eight (8) hours compensation in an eight (8) hour period.

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

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

24.09 This clause applies to Shift Workers

- a) **The designated paid holidays in a calendar year shall be anticipated to the end** of the year and "lieu day" credits established. Each fiscal year shall be deemed to include the number of designated paid holidays outlined in clause **24.01**. Credits will be advanced based upon an average twelve (12) hour shift.
- b) Each employee shall select the method of lieu day compensation which they prefer. Such selection shall be made prior to January 1, and shall remain valid for the following year.
- c) The employee shall select one of the following methods of lieu day compensation:
 - (i) cash payment; or,
 - (ii) compensatory leave; or,
 - (iii) a combination of cash payment and compensatory leave.
- d) The employee shall make such selection known to the Authority and in the manner required by the Authority.
- e) An employee who has selected the lieu leave method shall have their lieu days scheduled in the calendar year in which they are credited to them. In scheduling such lieu days the Authority shall, subject to the operational requirements of the service:
 - (i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
 - (ii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- f) Lieu days may be granted as an extension to vacation leave or as occasional absences and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) shift.
- g) At the end of each calendar year the employee shall be paid in cash for each earned lieu day for which the employee has elected a cash payment at time and one-half (1 ½) their rate of pay or carried over for one (1) year only.

ARTICLE 25 VACATION LEAVE

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

25.02 For purpose of applying this Article, service includes:

1. For those employees who transferred from the Federal Government to the Gander International Airport Authority Inc. on March 1, 2001, prior years employment in the **Public Service** of Canada as recognized by the Federal Government on March 1, 2001.
2. Length of service with the Gander International Airport Authority Inc., **excluding any calendar month** during which he/she did **not receive** at least ten **(10) days pay**.

25.03 Employees (excluding FR's) shall earn vacation leave credits at the following rates:

- a) **one and one-quarter** (1%) days until the month in which the anniversary of the employee's **eighth (8th)** year of continuous service occurs;
 - b) one and two-thirds (1-2/3) days commencing with the month in which the anniversary of the employee's **eighth (8th)** year of continuous service occurs;
 - c) one and **eleven-twelfths** (1-11/12) days commencing with the month in which the anniversary of the employee's **seventeenth (17th)** year of continuous service occurs;
 - d) Two and **one-twelfths** (2-1/12) days commencing with the month in which the anniversary of the employee's **eighteenth (18th)** year of continuous service occurs and
 - e) **two** and one-third (2-1/3) days commencing with the month in which the anniversary of the employee's **twenty-eighth (28th)** year of continuous service occurs; and
- (9) two and one-half (2-1/2) days commencing with the month in which the anniversary of the employee's **twenty-eighth (29th)** year of continuous service occurs.

FR Employees

Employees in the Firefighter Classification as per Article 16.01(c)(ii) who have received pay for at least **seven (7)** shifts for each calendar month of a vacation year shall earn vacation leave at the following rates:

- a) Eleven (11) shifts until the month in which **the** anniversary of the employee's **eighth (8th)** year of continuous service occurs;
- b) Fourteen (14) shifts commencing with the month in which the anniversary of the employee's **eighth (8th)** year of continuous service occurs;
- c) Sixteen decimal four (16.4) shifts commencing with the month in which the anniversary of the employee's **seventeenth (17th)** year of continuous service occurs;
- d) Eighteen (18) commencing with the month in which the anniversary of the employee's **eighteenth (18th)** year of Continuous service occurs and
- e) Nineteen decimal eight (19.8) shifts commencing with the month in which the anniversary of the employee's **twenty-eighth (28th)** year of continuous service occurs; **and**

- (9) Twenty-one (21) shifts commencing with the month in which the anniversary of the employee's twenty-eighth (29th) year of continuous service occurs.
- 25.04 An employee is entitled to vacation leave to the extent of the employee(s) earned credits. An employee who has completed six (6) months of service shall receive his/her accrued credits plus an advance of credits for the vacation year. Subject to operational requirements, requests for vacation leave will not be unreasonably, be denied.
- 25.05 If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than (1/2) days, the entitlement shall be increased to the nearest half (1/2) day.
- 25.06 (a) Employees are expected to take their vacation leave during the vacation year in which it is earned. An employee may carryover any unused portion of the annual vacation leave in one year to the following year only, to a maximum of their annual entitlement. Any remaining earned but unused vacation leave credits not carried forward will be paid at the end of each year. In extenuating circumstances, an employee may request permission to carry over such entitlement beyond one year.
- (b) Until a vacation is approved, seniority shall be the determining factor in cases of conflict for the selection of vacation periods. However, current systems for vacation period selection and/or scheduling (e.g. Firefighters) will be retained.
- 25.07 The Employer shall make every reasonable effort to grant an employee's vacation leave in the year in which it is earned and to provide the employees vacation leave in an amount and at such time as the employee may request.
- 25.08 The Employer shall give the employee as much notice in writing as is practicable and reasonable, of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee. The Employer shall make every effort to comply with any subsequent request made by the employee.
- 25.09 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
- the period of vacation pay with leave so displaced shall either be added to the vacation if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 25.10 Subject to operational requirements, the Employer shall make every effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay and not to cancel a period of vacation leave which has been previously approved in writing.
- 25.11 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 in proceeding to the employee's place of duty and in returning to the place from which the

employee was recalled if the employee resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

- 25.12** The employee shall not be considered as being on vacation leave with pay during any period in respect of which an employee is returning to work, at work, and returning to vacation under Article **25.11**: Such time will be considered as time worked.
- 25.13** 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 the employee during the period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 25.14** When an employee dies or otherwise ceases to be employed:
- (a) the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of termination of the employee's employment;
 - (b) the Employer shall grant, if requested by the employee, vacation leave to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with Article **25.14** (a);
 - (c) after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave, shall be paid an amount equal to four percent (**4%**) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.
- 25.15** The employee shall normally give one (**1**) days notice for every day of vacation leave requested.

ARTICLE 26

EDUCATION AND CAREER DEVELOPMENT LEAVE

- 26.01** The Employer recognizes the usefulness of education leave. Upon written application by the employee and with approval of the Employer, an employee may be granted leave without pay for varying periods up to one (**1**) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in the field in order to provide a service which the employer requires or is planning to provide.
- 26.02** At the Employer's discretion, an employee on education leave without pay under this article, may receive an allowance in lieu of salary of up to **100%** of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.

- 26.03 Allowances already being received by the employee, may at the discretion of the employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 26.04 As a condition of **granting of education leave without pay**, an **employee** shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted.
- 26.05 **If the employee:**
- fails to complete the course; or
 - does not resume employment with the Employer on completion of the course; or
 - ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course;
- the employee shall repay the Employer all allowances paid to him, under this Article during the education leave or such lesser amount as determined by the Employer.
- 26.06 Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be of career development; a course given by the Employer; a course offered by a recognized academic institution; a seminar, convention, or study session in a specialized field directly related to the employee's work.
- 26.07 Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in 26.06 above. The employee shall receive no compensation under the overtime and traveling time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- 26.08 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.
- 26.09 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination that takes place during the employee's scheduled hours of work. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.
- 26.10 The Parties recognize the value of training and development and will work together to identify and provide opportunities for employees to develop or enhance their knowledge, skills and abilities related to the work performed or promotional opportunities.

ARTICLE 27

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS

- 27.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canadian Industrial Relations Board.
- 27.02 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the

Alliance.

- 27.03 The Employer will grant leave with pay to an employee who is party to an arbitration or who is the representative of an employee who is party to an arbitration. The Alliance and the Authority will cooperate to minimize interference with the Authority's operational requirements.
- 27.04 The Employer will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the Alliance before an arbitration board.
- 27.05 When operational requirements permit, the Employer will grant leave with pay to four (4) employees during regular working hours for purposes of attending preparatory and contract negotiation meetings on behalf of the Alliance.
- 27.06 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the U.C.T.E: conventions of the Canadian Labour Congress and conventions of the Newfoundland Federation of Labour.
- 27.07 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 27.08 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place at his/her workplace or in Gander.
- 27.09 Requests for leave without pay for Alliance or Union Business will be made in advance, in writing.
- 27.10 An employee who has been elected or appointed to a full time office of the Alliance, the U.C.T.E. or the Local shall be entitled, with a minimum of one month's notice, to leave without pay for the period during which they are elected or appointed to hold office. The employee may elect to continue their Employee Benefits and optional coverage by paying the full cost of continued coverage.

The employee may elect to continue to the pension plan at the rate of salary they are receiving in the elected or appointed position, but at their own cost, with no matching contribution from the employer.

An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for the purposes of seniority. Such an employee has the right to return to their former classification level and if practicable, their former position.

- 27.11 Except for leaves pursuant to Article 27.10, the Authority will maintain the salary and benefits for employees on leave without pay pursuant to this Article and the Alliance Local agrees to promptly reimburse the Authority for the full cost of salary.

ARTICLE 28
OTHER LEAVE WITH OR WITHOUT PAY

For the purpose of this Collective Agreement,

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

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

28.01 Spousal Union Leave with Pay

- a) After the completion of one (1) year’s continuous employment, and providing an employee gives the Authority at least five (5) days’ notice, the employee shall be granted five (5) days’ leave with pay for the purpose of declaring spousal union with another person in a public ceremony. This ceremony may be civil, secular or religious.
- b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave with pay for spousal union, an amount equal to the amount paid the employee during the period of leave will be recovered by the Authority from any monies owed the employee.

28.02 Personnel Selection Leave

Where an employee participates in a personnel selection process for a position with the Authority, the employee is entitled to leave with pay for the period during which the employee’s presence is required for purposes of the selection process including the post-board interview.

28.03 Leave with Pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, children (including children of spouse), foster children or stepchildren, parents (including step parents or foster parents), or any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- b) The Authority shall grant leave with pay under the following circumstances:
 - (i) for a medical or dental appointment when the dependant family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) to provide for the temporary care of a sick member of the employee’s family;

upon request additional leave may be granted subject to operational requirements; such request shall not be unreasonably denied;

- (iii) for needs directly related to the birth or adoption of the employee's child; or
 - (iv) for attendance at a legal appointment for the employee.
- c) The total leave with pay which may be granted under sub-clause (b) shall not exceed five (5) days in a fiscal year.

28.04 Leave without pay for the Long Term Care of a Parent

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
 - (i) an employee shall notify the Authority in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (ii) leave granted under this Article 28.04 shall be for a minimum period of three (3) weeks;
 - (iii) total leave granted under this Article 28.04 shall not exceed five (5) years during an employee's total period of employment with the Authority; and
 - (iv) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- (c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Authority.

28.05 Court Leave

The Authority 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, 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.

The employee shall remit to the Authority any monies received in connection with

leave under this Article.

28.06 Injury- on-Duty Leave

- a. An employee shall be granted **injury-on-duty** leave when a claim has been made pursuant to the Newfoundland and Labrador Workplace Health, Safety and Compensation Act (the "Act"), and the Commission has notified the Authority that it has certified that the employee is unable to work in accordance with the Act. The parties shall be governed by the provisions of the Act.
- b. An employee with sufficient sick leave credits available, who is awaiting the Commission's decision on the claim, is entitled to receive sick leave pay equivalent to the level of workers' compensation pay permitted under the Act. Workers' compensation payments made by the Commission in respect of the same period of sick leave payments issued to the employee will be remitted to the Authority for credit to the employee's sick leave bank.
- c. If the workers' compensation claim is denied and is under appeal, the provisions of Articles 38 and 28.06b. will continue to apply. In the event that an employee doesn't have sufficient sick leave credits, the employee will be able use available annual leave and/or compensatory leave equivalent to the level of workers' compensation pay permitted under the Act until a final decision is made on the claim. In the event that the appeal is successful and Commission has notified the Authority that it has certified that the employee is unable to work in accordance with the Act, workers' compensation payments made by the Commission in respect of the same period of annual leave and/or compensatory leave payments issued to the employee will be remitted to the Authority for credit to the employee's applicable leave bank.

28.07 Religious Holy Days

The Authority recognizes that the make-up of its workforce includes employees of various religious beliefs. Subject to operational requirements, the Authority undertakes, to make every reasonable effort to facilitate such arrangements that would allow the employee time off on holy days. Such arrangements may include the use of Designated Holidays (as defined in Article 24 Designated Paid Holidays), earned compensatory leave, vacation leave or leave without pay. The employee shall give four (4) weeks written notice of any request under this Article.

28.08 Bereavement Leave with Pay

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

- a) Where a member of an employee's immediate family dies, they shall be entitled to leave with pay for a period of up to four (4) consecutive calendar days which must include the day of the funeral. During such period, the employee shall be granted leave with pay 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) additional calendar days for the purpose of travel related to the death.

- b) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under subparagraph 28.08 .a) or c), the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Authority may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clause 28.08 a) and c).

28.09 Leave Without Pay for the Care/Nurturing of Dependent Children

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

- a) an employee shall notify the Authority 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 of three (3) weeks to a maximum of one (1) year.
- c) leave granted under this clause shall not be counted:
 - (i) as "continuous service" or "days/shifts with pay" for the purposes of calculating vacation leave; or
 - (ii) as "days/shifts with pay" for the purposes of earning sick leave credits; or
 - (iii) for pay increment purposes; or
 - (iv) as "employment" for the purpose of calculating severance pay.

28.10 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Authority may grant:

- a) leave with pay when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than, or in addition to, those specified in the Agreement.
- c) leave without pay for periods greater than three (3) months shall not be counted:

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

28.11 Maternity Leave Without Pay

28.11.01(a) An employee who become pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on, or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.

- (b) Notwithstanding paragraph 28.11.01(a),
 - (i) Where the employee has not yet proceeded on maternity leave Without pay or her newborn child is hospitalized, or
 - (ii) Where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph 28.11.01(a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph 28.11.01(b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Authority may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) Use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates; or
 - (ii) Use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 38 - Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 38 - Sick Leave With Pay, shall include medical disability related to pregnancy.
- (9) An employee shall inform the Authority in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which

termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

- (g) Leave granted under this clause shall be counted for the calculations of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

28.11.02 Maternity Allowance

- (a) An employee who **has** been granted maternity leave without pay shall be paid a maternity **allowance** in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in **sub** paragraphs 28.11.02(c) to (i), **provided that she:**

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
- (ii) provided the Authority with proof that she **has applied** for and is in receipt of pregnancy benefits pursuant to section 22 of the Employment Insurance Act in **respect** of insurable employment with the Authority; and
- (iii) has signed an agreement with the Authority stating that:
 - (A) She will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) Following her return to work, **as** described in Section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) Should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled she will be indebted to the Authority for an amount as follows:

(allowance received)

X (remaining period to be worked following her return to work)
(total period to be worked as specified in (B))

however, an employee whose specified period of employment expired and who is rehired within a period of five days or less is not indebted for the amount if her new period of **employment** is sufficient to meet the obligations specified in section (B).

- (b) For the purposes of sections 28.11.02(a)(iii)(B), and (C), periods of leave with pay

shall counted as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section 28.11.02(a)(iii)(B), without activating the recovery provisions described in section 28.11.02(a)(iii)(C).

- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) Where an employee is subject to a waiting period of two (2) weeks, before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - (ii) For each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 28.11.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in subparagraph 28.11.02(c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph 28.11.02(c) shall be:
 - (i) For a full-time employee, the Authority's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) For an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph 28.11.02(f)(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph 28.11.02(f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph 28.11.02(g), and subject to subparagraph 28.11.02(f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in

receipt of the maternity allowance, the allowance shall be adjusted accordingly.

- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

28.11.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 28.11.02(a)(ii) solely because a concurrent entitlement to benefits under the Authority's Long Term Disability Plan or the Workers' Compensation Act prevents her from receiving Employment Insurance pregnancy benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 28.11.02(a), other than those specified in sections (A) and (B) of subparagraph 28.11.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 28.11.02(i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the Authority's Long Term Disability Plan or via the Workers' Compensation Act.
- (b) An employee shall be paid an allowance under this clause and under clause 28.11.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the Employment Insurance Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph 28.11.03(a)(i).

28.11.04 Transitional Provisions

If, on the date of signature of this Collective Agreement modifying the previous maternity leave provisions, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

28.12.01 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs 28.12.01(a) and (b):
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or
 - (ii) where the employee has proceeded on parental leave **without pay** and then returns to work for all or part of the period during which his or her child is hospitalized,

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

- (d) An employee who intends to request parental leave without pay shall notify the Authority at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs 28.12.01(a) and (b).
- (e) The Authority may:
- (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed by the Authority shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "**continuous** employment" for the purpose of calculating severance pay and "**service**" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

28.12.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs 28.12.02(c) to (i), providing he or **she**:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Authority with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Authority,

and
(iii) has signed an agreement with the Authority stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the **approval of another** form of leave;
- (B) Following his or her return to work, as described in section (A), the **employee** will work for a period equal to the period the employee was **in receipt** of parental allowance, in addition to the period of time referred to in **section 28.12.02 (a)(iii)(B), if applicable.**
- (C) should he or she fail to return **to work** in accordance with section (A) or **should he or she return to work but fail to work the total period** specified in **section (B)**, for **reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled,** he or she will be indebted to the Authority for an amount determined as follows:

(allowance X (remaining period to be worked
received) following his/her return to work
[total period to be
worked as specified in (B)])

however, an employee whose specified period of employment expired and who is rehired within a period of five days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections **28.12.02(a)(iii)(B)**, and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in **section 28.12.02(a)(iii)(B)**, without activating the recovery provisions described in **section 28.12.02(a)(iii)(C)**.
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving **Employment Insurance** parental benefits, ninety-three per cent (**93%**) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph **28.12.02(c)(iii)** below, for each week in respect of which the employee receives parental benefits pursuant to **Section 23** of the **Employment Insurance Act**, the difference between the gross weekly amount of the **Employment Insurance** parental benefits he or she is eligible to receive and ninety-three per cent (**93%**) of his or her weekly

rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *EI Act*.
- (d) **At the employee's request, the payment referred to in subparagraph 28.12.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.**
- (e) **The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.**
- (f) The weekly rate of pay referred to in paragraph 28.12.02(c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) if an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph 28.12.02(f)(i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph 28.12.02(f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph 28.12.02(g), and subject to subparagraph 28.12.02(f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
 - (ii) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

28.12.03 Special Parental Allowance for Totally Disabled Employees.

- (a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 28.12.02(a)(ii) solely because concurrent entitlement to benefits under the Authority's Long-term Disability Plan or via the Employees Workers' Compensation Act prevents the employee from receiving Employment Insurance parental benefits,

and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 28.12.02(a), other than those specified in sections (A) and (B) of subparagraph 28.12.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i); the difference between **ninety-three per cent (93%)** of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the Authority's Long Term Disability Plan or via the **Workers' Compensation Act**.

(b) An employee shall be paid an allowance under this clause and under clause 28.12.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the **Employment Insurance Act**, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

28.13 Medical Appointment for Pregnant Employees

Up to one half (½) a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

Where a series of continuing appointments are necessary for the treatment of a particular condition related to the pregnancy, absences will be charged to sick leave.

28.14 Compassionate Care Leave

Employees shall be eligible to receive Compassionate Care Leave in accordance with applicable legislation.

ARTICLE 29 STAFFING PROCEDURE

29.01 The Employer shall post all permanent vacancies and newly created positions in the Bargaining Unit (hereafter referred to as "Job Opportunities").

29.02 The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.

29.03 The Employer will make every reasonable effort to notify all employees on leave or off shift of all job opportunities.

29.04 The postings shall be for a minimum of five (5) days, excluding Saturday and Sunday and Statutory Holidays and the postings shall indicate the closing date.

- 29.05 The poster shall contain the Requirements and the salary of the Job Opportunity. In this Article, Requirements means education, skills, qualifications, abilities, experience, knowledge and any licence, certification or trade ticket required.
- 29.06 The Requirements contained in the poster shall be fair and reasonable in relation to the Job Opportunity.
- 29.07 The poster shall be forwarded to the Union Local 3 days prior to posting.
- 29.08 All non-probationary employees who apply for a job opportunity shall be considered candidates in the selection process.
- 29.09 The candidates for the Job Opportunities will be evaluated according to the posted requirements. In filling the Job Opportunity, the position shall be awarded based on the requirements. Where candidates are relatively equal on the evaluation according to the requirements, the candidate with the greater seniority will receive the offer,
- 29.10 The Employer, may at his discretion, consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and in such case, the Employer shall so state on the job posting.
- 29.11 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,
- 29.12 The Employer representatives conducting the assessments (or interviews) shall assess all candidates in the bargaining unit who apply and meet the requirements of all Job Opportunity as posted.
- 29.13 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option, may discuss their assessment with the Employer. If the employee still wishes to pursue the matter, and if requested by the employee, the reason(s) will also be communicated in writing. If requested by the employee in writing, the Employer will then provide full disclosure of all information relative to the employee's assessment and the assessment of the successful candidate(s).

ARTICLE 30 JOB CLASSIFICATION

- 30.01 If, during the term of this Agreement, a new classification standard is established in accordance with this Agreement, the Authority shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of the employees on their movement to the new classification standard and levels.
- 30.02 In the event that the Authority creates a new position, it undertakes to inform the Alliance of the creation of this new position together with the Authority's proposal as to whether such position is to be recognized as being part of the bargaining unit. The Authority shall provide the Alliance with a copy of the proposed job description, placement in the organizational chart, a rationale as to the proposed classification and proposed salary range (if available). Upon a written request from the Alliance within forty-five (45) days of notification to this effect, the Authority shall meet with the Alliance in order to discuss the Authority's position

on the inclusion or exclusion of this position in the bargaining unit.

- 30.03** In the event that the parties fail to agree in accordance with Article 30.02 on whether an employee should be included or excluded, that employee shall be included in the Bargaining Unit until such time as the Canada Industrial Relations Board decides otherwise in accordance with the Canada Labour Code.
- 30.04** When there is a new position created or when an evaluation of an existing position is completed, and there is a disagreement with the classification level and/or salary (including range where applicable) assigned to the position by the Authority, the issue may be referred to the Grievance and Arbitration Procedure Article 1 contained in this agreement.
- 30.05** The established salary range, once determined in accordance with Article 11 or agreed upon by the parties, shall be retroactive to the date the proposed classification came into effect and shall be appended to and form part of this Agreement.
- 30.06** Until such time as a new classification system is put in place, the current system will continue.
- 30.07** 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 point rating allotted by factor to their position as well as the rationale, and an organization chart depicting the position's place in the organization.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 32.01** a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (½) of the period for which the employee's performance is being evaluated.
- 32.02** a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;
- (ii) any written document which provides instruction to the person conducting the review;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 32.03** An employee has the right to make written comments to be attached to the performance review form.

- 32.04** Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of their personnel file.
- 32.05** The Employer shall maintain only one (1) personnel file for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee in accordance with Article 12.

ARTICLE 33 TECHNOLOGICAL CHANGE

- 33.01** Technological change means:
- a. The introduction by the Employer of equipment and material of a different nature than that previously utilized;
 - b. A change in the Employer's operation directly related to the introduction of that equipment or material.
- 33.02** Both parties recognize the overall advantages of technological change and will, therefore encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from the change.
- 33.03** The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in employment status or working conditions of employees.
- The written notice will include the following information:
- a. The nature and degree of the change
 - b. The anticipated date or dates on which the Employer plans to effect the change
 - c. The location or locations involved.
- 33.04** As soon as reasonably practicable after notice is given, the Employer shall consult with the Union concerning effects of the technological change on each group of employees. Such consultation will include but not necessarily be limited to the following:
- a. The approximate number, class and location of employees likely to be affected by the change;
 - b. The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 33.05** When, as a result of technological change, the Employer determines that the employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's work hours and at no cost to the employee.

**ARTICLE 34
SEVERANCE PAY**

- 34.01 (a) For the purpose of this Article, severance shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment as outlined below.
- (b) Calculations shall be made on the basis of completed years of employment. In the case of a partial year of employment, one (1) weeks pay shall be multiplied by the number of days of continuous employment divided by 365.

34.02 Layoff

Two (2) weeks pay for the first year and one (1) weeks pay for each additional year of continuous employment directly with the Authority,

Resignation

An employee who resigns and who has ten or more years of continuous employment directly with the Authority shall receive one half (1/2) weeks pay for each year of service up to a maximum of twenty six (26) years with a maximum benefit of thirteen weeks pay.

Rejection on Probation

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) weeks pay.

Retirement

Upon retirement, an employee shall receive one weeks pay for each year of continuous employment directly with the Authority up to a maximum of thirty (30) weeks pay.

Death

Upon death, an employee shall receive one weeks pay for each year of continuous employment directly with the Authority up to a maximum of thirty (30) weeks pay.

34.03 Where an employee has completed:

- (a) more than one (1) year of continuous employment directly with the Authority and ceases to be employed by reason of termination for cause for reasons of incapacity, or
- (b) more than ten (10) years of continuous employment directly with the Authority and ceases to be employed by reason of termination for cause for reasons of incompetence,

the Authority shall pay one (1) weeks pay for each year of continuous employment to a maximum benefit of twenty-eight (28) weeks pay.

**ARTICLE 35
BREAK IN SERVICE AND EMPLOYMENT**

- 35.01** Service and employment will be terminated when an employee:
- a. Resigns or retires
 - b. Receives severance pay as per Article 34
 - c. Is discharged for just and sufficient cause
 - d. Abandons his/her position by failing to report for duty for five (5) consecutive days/shifts unless the employee provides an explanation for his/her absence which is satisfactory to the Employer.

**ARTICLE 36
SENIORITY**

- 36.01** For employees who transferred from the Federal Government on March 1, 2001, seniority shall mean length of service with the Employer and length of continuous service with the Federal Government prior to the date of transfer.
- 36.02** For all other employees, seniority means length of service *in* the bargaining unit.
- 36.03** Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
- 36.04** The seniority of continuing ~~non~~-full-time employees shall be determined on a *pro-rata* basis in accordance with the proportion of full time hours worked.
- 36.05** Seniority shall be the determining factor in cases of conflict for the selection of vacation periods, Subject to the provisions of Article 25.
- 36.06** When two or more employees commenced work on the same day the procedure for establishing their relative seniority shall be as follows:
- a. the employee who commenced work at the earliest hour of the day shall be senior.
 - b. If the above fails to resolve the conflict, seniority shall be established by placing names of the concerned employees on paper in a container and then selected at random by the concerned employees in the presence of the Union Local.
- 36.07** Seniority ~~lists~~, as described above, consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months by the Employer and posted on bulletin boards, with a copy forwarded to the President of the Union Local.
- 36.08** An employee who feels that they have been improperly placed on the seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 36.09** Employees temporarily appointed or on acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment

/assignment.

- 36.10 No employees shall be required to be transferred to a position to perform any work outside the bargaining unit.
- 36.11 An employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

'ARTICLE 37 HEALTH AND SAFETY

- 37.01 **The Employer and Union** recognize the need for constructive and meaningful consultations on health and safety matters. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures to ensure their health, safety and physical well being. The Employer shall make every reasonable effort to ensure for the occupational safety and health of the employees. The employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.
- 37.02 The Alliance, in co-operation with the Authority, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.
- 37.03 Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being and must inform their supervisor if a protective device or apparatus is missing or defective, or when any situation occurs which might endanger the employee, another employee or any other person.
- 37.04 The Authority and the Alliance agree that work practices shall be governed by the Canada Labour Code, its Regulations, this Collective Agreement and any other safe work procedures which the Authority has developed with or in accordance with the recommendations of the Joint Workplace Health and Safety Committee. The Authority may develop and issue safe work procedures in consultation with the Health and Safety Committee.
- 37.05 The Authority and the Alliance share the common intention and desire to ensure that all employees are made aware of their rights and obligations respecting health and safety contained in the Canada Labour Code and its regulations as well as in this Agreement and in Safe Work Procedures of the Authority.
- 37.06 Any right or benefit not stipulated in this Article and conferred on the employees of the Authority by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is an integral part of this Article.
- 37.07 The Authority agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and, from there, to his/her 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 Authority shall notify the Local of incidents of this nature.

37.08 (a) A Union representative on the joint health and safety committee shall participate in conjunction with joint committee participation in accident investigations or workplace inspections conducted by management.

(b) All time spent attending joint health and safety committee meetings shall be deemed as paid work.

37.09 Prior to the investigation and decision of a management representative, following a work refusal:

i) The Employer shall require that the employee concerned remain at a safe location near the place of work or assign the employee alternate work.

ii) The Employer shall not assign the work to any other employee until the requirements of the Canada Labour Code have been complied with.

37.10 The Employer shall provide all employees with immunization against communicable diseases and biological agents where there is a reasonable risk of incurring such diseases in the performance of his or her duties and based on qualified medical advice.

37.11 (a) An employee who is pregnant (or believes she is pregnant) or nursing may cease to perform her job if she believes that, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child. On being informed of the cessation, the Authority, with the consent of the employee, shall notify the work place committee or the health and safety representative.

(b) The employee must consult with a qualified medical practitioner, as defined in the Canada Labour Code, of her choice as soon as possible to establish whether continuing any of her current job functions poses a risk to her health or to that of the fetus or child.

(c) Without prejudice to any other right conferred by the Canada Labour Code, by this Agreement or by any terms and conditions of employment, once the medical practitioner has established whether there is a risk as described in subsection (a), the employee may no longer cease to perform her job under subsection (a).

(d) For the period during which the employee does not perform her job under subsection (a), the Authority and the employee will consult and cooperate to identify another position to which she may be reassigned that would not pose a risk to her health or to that of the fetus or child.

(e) Subject to (a) to (d) above, the employee, whether or not she has been reassigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not

perform the job.

**ARTICLE 38
SICK LEAVE WITH PAY**

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

38.02 Credits

Employees will earn sick leave credits at the following rates:

- a) an employee in the Firefighter Classification shall earn sick leave credits at the rate of eleven-twelfths (11/12) of a shift for each calendar month for which the employee received pay for at least seven (7) shifts;
- b) all other employees shall earn sick leave credits at the rate of one and onequarter (1 1/4 days) for each calendar month for which the employee received pay for at least ten (10) days.
- c) A shift worker shall earn additional sick leave credits at the rate of one sixth (1/6) of a day (one (1) hours for Firefighters) for each calendar month during which he/she works shifts and he/she receives pay for at least ten (10) days. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used fifteen (15) sick leave credits during the current fiscal year.

Granting of Sick Leave

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

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

38.04 When an employee has insufficient credits to cover the granting of sick leave with pay under clause 38.03, sick leave with pay may, at the discretion of the Authority, be advanced to an employee for a period of up to twenty five (25) days, subject to deduction of such advanced leave from any sick leave credits subsequently earned.

- 38.05 a) Unless otherwise advised in advance, a statement signed by the employee stating that because of illness or injury, they were unable to perform their duties, shall, when provided to the Authority, be considered as meeting the requirements of 38.03.
- b) Where an employee requires a medical certificate, as per a) above, the employee will submit a certificate upon return to work.

38.06 Return of Credits When Injury on Duty is Approved

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the period, it shall be considered, for the purpose of calculating sick leave

credits, that the employee was not granted sick leave with pay.

38.07 Return of Credits During Period of Compensatory Leave

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

**ARTICLE 40
HEALTH AND BENEFIT PLANS**

40.01 The Authority and employee shall share the cost of the Authority's Group Health and Benefit Plans in accordance with Appendix "D".

**ARTICLE 41
REGISTRATION FEES**

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

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

**ARTICLE 42
BILINGUAL POSITIONS**

42.01 The Authority will determine if a requirement for a bilingual position exists.

42.02 Employees who occupy a bilingual position and who can demonstrate proficiency as required by the Authority will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.

42.03 The Authority will utilize the services of a recognized community based proficiency testing organization as agreed upon by the Union Management Consultation Committee, to assess an employee's language proficiency beyond the Provincial High School Diploma Level (or equivalent) that is required in relation to the job description of the bilingual position.

**ARTICLE 43
EMPLOYEE PARKING**

43.01 The Airport Authority agrees to provide parking to all employees at no cost to the employees.

**ARTICLE 44
TRAVEL**

44.01 Employees travelling for the purpose of conducting business on behalf of the Authority will

be reimbursed actual and reasonable expenses incurred.

- 44.02** Following consultation with the employee, the Authority reserves the right to determine the timing and means of travel.
- 44.03** Time spent in transit shall be treated as time **worked**. Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the Authority. The maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay.
- 44.04** The Authority agrees to consult with the **Alliance** at least thirty **(30)** days prior to implementing any travel policy, or changes to that policy, that may affect the members of the bargaining unit.
- 44.05** If an employee is required by the Authority to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay.
- 44.06** Employees shall be reimbursed for reasonable out of pocket expenses while on Employer requested travel in accordance the rates as set out below:

Mileage Allowance – fifty cents \$0.50/km (applies if Employer requests employee to use personal vehicle. If Employee requests permission to use personal vehicle, the rate shall be \$0.10 per kilometre.)

Meal Allowance	CDN	USA
Breakfast	\$10.00	\$10.00
Lunch	\$10.30	\$10.30
Dinner	\$27.60	\$27.60
Incidentals	\$11.50	\$11.50
Private Accom.	\$50.00	\$50.00

Travel in the USA, provided rates paid in US dollars. Employee travel must be for the purpose of conducting business for the Employer and/or must be pre-approved.

ARTICLE 45

UNIFORMS, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND TOOLS

- 45.01** For the health and safety of employees and the public image of the Authority, uniforms and protective clothing or allowances will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Authority to wear them on duty.
- 45.02** The Employer will hold meaningful and constructive consultations with the Union when the nature of the work is such that tools, special protective clothing and outetwear, may be required for reasons of occupational health and safety. It is recognized by the parties that the initial forum for such consultation shall be the Occupational Health and Safety Committee. Such clothing will be provided, maintained and replaced at no cost to the

employee.

45.03 The Authority will provide the clothing items, or allowances for items, listed below.

General Conditions

- a) all tools and clothing items, whether purchased by the Authority or the employee, shall meet appropriate (ie **CSA, ULC, NFPA**, etc., where applicable) standards;
- b) replacement cycles will be from date of initial issue;
- c) replacements will be made as per the replacement cycles outlined in this Article;
- d) rain wear (**hooded coats**, pants and boots) will be provided as required;
- e) initial fitting is the responsibility of the Authority;
- f) The Authority will continue its current practices for the cleaning of coveralls and winter parkas;
- g) Any additional clothing or protective equipment deemed necessary by the Authority will be supplied by the Authority.

**Specific Requirements Including Replacement Cycle
FR's and all Trades:**

Initial Issue

Replacement Cycle

Work Shirts - six (6) - 3 long sleeve and 3 short sleeve or any combination of two	As Required
Work Pants - 3	As required
Belt - 1 (FR only)	As required
Ties (for FR's) - 2	As required
Sunglasses: (100 % UV Protection) - 1	As required
Ball Cap - 1	1 per year
Good Quality Coveralls - 1 (FR's)	As required
- 4* (Mechanics)	As required
- 2* (other trades)	As required
T-Shirts with Logo - 2	1 per year
Wool Sweater/Sweatshirt - 1	As required
Safety Footwear (CSA approved)	\$60 per year allowance on proof of purchase, accumulated to maximum of \$100
Cost of corrective lenses for SCBA mask	As required
All Protective Firefighting Gear	As required
Winter Gloves - 1	1 per year
Winter Hat (Trades Only) - 1	As required
Stocking Hat (FR's) - 1	As required
Rain Gear (Trades Only) - 1	As required
Summer Jacket (Trades Only) - 1	As required
Summer/Rain Jacket with removal hood	

(FR's) - 1 As required
Winter Parka - 1 As required

Winter Seasonal Employees:

Work Shirts and Pants- 2 long sleeve and 2 pants	As Required
Winter parka - 1	Return at end of each season, replace as required,
Winter Glove and Hat - 1	Replace as required
Rain Gear - 1 set	Return at end of each season, replace as required
Coveralls - 2* each season	As required
Safety Footwear (CSA approved)	\$60 allowance on proof of purchase, every second season, accumulated to maximum of \$100
Sunglasses: (100 % UV Protection) - 1	Return at end of each season, replace as required

* 1 pair of coveralls from normal allotment shall be insulated coveralls if requested by employee

45.04 Supply and installation of the Identification Crests shall be the responsibility of the Employer.

45.05 The Alliance and the Authority agree to consult in accordance with Article 7 - Union Management Consultation on the subject of Firefighter Dress Uniform and clothing for administrative staff.

45.06 The Authority will provide, maintain and replace, at no cost to the employee, all tools that, in the determination of the Authority, are required by employees in the performance of their duties.

45.07 Uniform clothing issued by the Authority under this Article shall be worn by the employee at all times during the normal and overtime hours of work, The employee is expected to keep clothing clean and in a good state of repair at all times.

**ARTICLE 46
STANDARD OPERATING PROCEDURES**

46.01 Standard operating procedures implemented by the Authority shall not contravene the Canada Labour Code, the Canadian Human Rights Act, or the Collective Agreement and an allegation of such contravention is subject to the grievance procedure.

**ARTICLE 47
WORK FLEXIBILITY**

47.01 The Union and Authority agree that the work performed by bargaining unit employees under this agreement is based on work flexibility.

47.02 Work flexibility or flex work means that each employee may be requested and agrees to do work of the bargaining unit beyond the scope of his/her normal position; there will no longer be traditional lines or barriers drawn around the duties of any particular position.

- 47.03** Employees will retain their current position title and associated pay rate (which is also addressed specifically for employees in Appendix C). Employees may continue to perform duties associated with their current position; those duties will be in addition to or may be delayed by other bargaining unit duties the employee may be directed by the Authority to perform under this work flexibility arrangement.
- 47.04** The parties may mutually agree, in writing, to exclude an employee(s) from the terms of this work flexibility arrangement or from a particular aspect(s) of bargaining unit work.
- 47.05** Employees may be required by the Authority to complete on-the-job training to acquire other skills and abilities to assist them in performing a particular aspect(s) of bargaining unit work in support of this work flexibility arrangement. Effective April 7, 2008, employees successfully completing all requirements of the training and are available to perform cross trained work will be paid an annual allowance of sixteen hundred dollars (\$1600), payable as \$800 upon completion of training and the remaining \$800 upon certification as being able to perform the work. Such allowance is included in earnings for pension purposes.
- 47.06** In the event the Authority determines that additional employee(s) are required to perform work necessitating a formal training or certification program, for example FR certification, the training opportunity will be posted and filled in accordance with the Staffing Procedure in Article 29. If no applications are received, the selection of the candidate(s) shall be done by the Authority based on merit and suitability.
- 47.07** Flex work shall be deemed to be work performed in the employees regular position for the purposes of Article 22 - Pay Administration, excluding Article 22.11 which shall continue to apply.
- 47.08** Flex work shall not be deemed to be a violation of Article 30 - Job Classification.
- 47.09** The UMC agrees to review, at least semi-annually, the operation of work flexibility under this Article to evaluate its impact on Airport Operations and employees, establish required guidelines, to make any recommendations for the improvement of flex work, and discuss issues related to productivity, morale, profitability, work opportunities, market conditions, any alleged discrimination, the ongoing effectiveness of flexible work practices and any other problems related to flexible work practices.
- 47.10** In the event there are complications created by a change in the employee's work schedule arising from the flex work request, the parties shall cooperate to resolve the matter so as to minimize the effect on the employee and the Airport Authority.
- 47.11** The introduction of flexible work practices is designed to improve productivity, improve product quality and service, reduce downtime and lower cost while ensuring that the work is completed in a safe manner.
- 47.12** The intent of this agreement is to provide that all employees will safely utilize all of their existing skills and maximize their productivity and learn and use new skills to enhance their effectiveness.
- 47.13** The Authority and the Union will meet to discuss a module-based training program that will enhance the existing skills of employees. They will also discuss the option of using trainers from the bargaining unit to assist in the design and delivery of the training modules. The

Authority will design and introduce new training programs as may be required to facilitate the continued expansion of flexible work practices. This clause shall not delay the immediate implementation of flex work at the Authority.

- 47.14.** The Authority agrees that no full time or seasonal employee will lose their employment with the Authority as a direct result of the implementation of work flex.
- 47.15** It is not intended that flex work shall result in a trades person being assigned to duties outside of his/her normal trade while at the same time another employee outside of that trade is performing core duties of that employee's trade.
- 47.16** The Authority agrees that no employee's regular wage rate will be reduced when he/she is assigned to perform work under this work flex agreement.
- 47.17** The parties agree that disputes relating to the implementation of this agreement shall be reviewed by the UMC, which will make every effort to resolve these disputes in accordance with the spirit and terms of this agreement, C.A.R.S. and other regulations which govern GIAA.

ARTICLE 48 AGREEMENT AMENDMENT

- 48.01** This Agreement may be amended by mutual consent of the Alliance and the Authority.

ARTICLE 49 FIREFIGHTER PHYSICAL FITNESS

- 49.01** The parties agree that Firefighters should maintain a level of physical fitness suitable to the requirements of the position and recognize that many factors such as age, health and physiological changes can affect an individual's ability to maintain such a level of physical fitness.
- 49.02** The parties acknowledge the current physical fitness program in use at the Authority. A committee consisting of at least one Firefighter will be struck to make recommendations in accordance with Article 49.04 and to oversee the development and functioning of the physical fitness program and to make recommendations in connection with the program.
- 49.03** The program will include, but not be limited to, medical examinations, assessment with follow-up, and professional assistance as determined to be appropriate for developing and maintaining a personal exercise and diet program.
- 49.04** The committee will schedule an initial meeting within thirty (30) days of the signing of the Agreement. The committee will make their initial recommendations to the Authority within six (6) months of the initial meeting. The committee will continue to meet, review such matters as it deems necessary, and provide recommendations throughout the life of the Agreement.
- 49.05** a) Operational requirements permitting, Firefighters will be scheduled for a minimum of one (1) hour per shift during their working hours to exercise in order to maintain their physical fitness with apparatus provided and maintained by the Authority.
- b) Firefighters will participate in an annual physical fitness test based upon job related

tasks. The test cannot be changed or modified without the mutual consent of the parties.

49.06 The parties recognize and agree to abide by their obligations under the Canadian Human Rights Act respecting firefighter physical fitness.

**ARTICLE 50
APPRENTICESHIP**

50.01 Terms of any apprenticeship program with the Authority are to be first discussed and mutually agreed within the UMC.

**ARTICLE 51
DURATION AND RATES OF PAY**

51.01 This collective agreement shall commence effective from April 7, 2007 and continue for a period of four (4) years thereafter, expiring April 6, 2011.

51.02 Employees shall be paid in accordance with Appendix "A".

SIGNED at Gander, Newfoundland and Labrador, this 28th day of April, 2008.

GANDER INTERNATIONAL AIRPORT AUTHORITY

Per: _____

Per: _____

Per: _____

**PUBLIC SERVICE ALLIANCE OF CANADA
UCTE, LOCAL 90901**

Per: _____

Per: _____

Per: _____

Per: _____

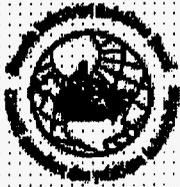
Per: _____

Per: _____

APPENDIX "A"
Wages

CLASSIFICATION	7-Apr-06	7-Apr-07	7-Apr-08	7-Apr-09	7-Apr-10
		4%	6%	3%	3%
FR-01 (BI-WEEKLY)	\$1,760.52	\$1,830.94	\$1,940.80	\$1,999.02	\$2,058.99
FR-04 (BI-WEEKLY)	\$2,094.78	\$2,178.57	\$2,309.29	\$2,378.56	\$2,449.92
FINANCE CLERK	\$1,869.98	\$1,944.78	\$2,061.47	\$2,123.31	\$2,187.01
SUPERVISOR HR (BI-WEEKLY)	\$1,971.63	\$2,050.50	\$2,173.52	\$2,238.73	\$2,305.89
CDO (BI-WEEKLY)	\$2,010.05	\$2,090.45	\$2,215.88	\$2,282.36	\$2,350.83
MDO (PER HOUR)	\$16.75	\$17.42	\$18.47	\$19.02	\$19.59
SUPERVISOR ELECT MECH MAINT (PER HOUR)	\$26.09	\$27.13	\$28.76	\$29.62	\$30.51
TRADES HELPER (PER HOUR)	\$14.76	\$15.35	\$16.27	\$16.76	\$17.26
ELECTRICIAN (PER HOUR)	\$20.28	\$21.09	\$22.36	\$23.03	\$23.72
SUPERVISOR OF FIELD MOBILE MAINT (PER HOUR)	\$22.18	\$23.07	\$24.45	\$25.18	\$25.94
SUPERVISOR OF STRUCTURAL MAINT (PER HOUR)	\$22.91	\$23.83	\$25.26	\$26.01	\$26.79
PLUMBER (PER HOUR)	\$21.10	\$21.94	\$23.26	\$23.96	\$24.68
CARPENTER (PER HOUR)	\$19.21	\$19.98	\$21.18	\$21.81	\$22.47
MECHANIC PER HOUR	\$18.83	\$19.58	\$20.76	\$21.38	\$22.02
SECRETARY (BI- WEEKLY)	\$1,486.10	\$1,545.54	\$1,638.28	\$1,687.42	\$1,738.05
TEO (81-WEEKLY)	\$2,027.81	\$2,108.92	\$2,235.46	\$2,302.52	\$2,371.60
STUDENTS (PER HOUR)	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00

Appendix "B"
Certification Order



Canada Industrial Relations Board • Conseil canadien des relations industrielles

Order No.: 8015-U

IN THE MATTER OF THE

Canada Labour Code

- and -

Public Service Alliance of Canada,

applicant union,

- and -

Gander International Airport Authority Inc.,
Gander, Newfoundland,

employer.

WHEREAS the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Gander International Airport Authority Inc., pursuant to Section 24 of the Canada Labour Code (Part I - Industrial Relations);

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that the Public Service Alliance of Canada be, and it is hereby certified to be, the bargaining agent for a unit comprising:

"all employees of the Gander International Airport Authority Inc. excluding president & chief executive officer, vice-president operations, vice-president finance, vice-president marketing, manager safety & security and executive secretary."

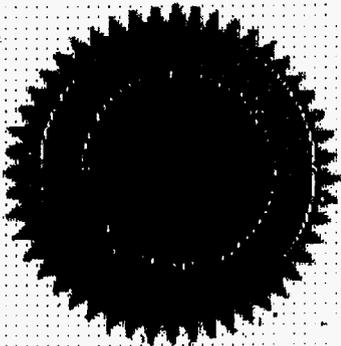
Order No: B015-U

ISSUED at Ottawa, this 17th day of April 2001, by the Canada Industrial Relations Board.



J. Paul Landon, Q.C.
Chairperson

Reference: File No. 22048-C



APPENDIX "C"
RECALLED EMPLOYEES

During the term of this collective agreement, the following employees will be recalled from layoff to perform work as indicated below or otherwise as directed under Article 47:

Wayne Mercer (FR1) – 4 months Permanent Seasonal MDO

Kevin Freake (FR1) – 4 months Mechanic

Steve Johnson (FR1) – 4 months Permanent Seasonal MDO

The above employees shall be salary protected in his/her substantive position as noted above.

Benefits for the above employees shall be provided on a prorated basis based on periods of time worked.

APPENDIX "D"
BENEFIT SHARING FORMULA

Eligible employees shall share the cost of applicable benefits in accordance with the following:

Benefit	<u>GIAA</u>	<u>Employee</u>
Extended Health Care	100%	0%
Dental	100%	0%
Basic Life Insurance	44%	56%
Dependent Life Insurance	0%	100%
Optional Life insurance	0%	100%
Long Term Disability	85%	15%

LETTER OF UNDERSTANDING#1
BETWEEN
GANDER INTERNATIONAL AIRPORT AUTHORITY
AND
PUBLIC SERVICE ALLIANCE OF CANADA

Within (6) six months after signing of the Collective Agreement the parties agree to meet and jointly develop an Employee Performance Review System applicable to all positions within the bargaining units. The parties will make every effort to complete the joint development of this system within (1) one year of the signing of the Collective Agreement. By mutual agreement this period may be extended an additional three (3) months.

The provisions of such a system will include but will not necessarily be limited to, the evaluation form, the written instructions which will be utilized in the review, the steps of the review process and the implementation date of the system.

This Letter of Understanding will be deemed to be part of the Collective Agreement.

Dated at Gander, Newfoundland and Labrador, this 28th day of April, 2008.



Gander International Airport Authority



Public Service Alliance of Canada

LETTER OF UNDERSTANDING #2
BETWEEN
GANDER INTERNATIONAL AIRPORT COMMITTEE
AND
PUBLIC SERVICE ALLIANCE OF CANADA

1. The Authority agrees to adopt as Safe Work Procedures of the Authority the following:
 - (a) The Pesticides Standard attached as Appendix "A" to this letter; and
 - (b) The Motor Vehicle Operations Standard attached as Appendix "B" to this letter.
2. The Authority further agrees that no changes to these Safe Work Procedures will be made without prior consultation with the Workplace Health and Safety Committee.
3. This letter will be deemed to be part of the Collective Agreement.

Dated at Gander, Newfoundland and Labrador, this 28th day of April, 2008.



Gander International Airport Authority



Public Service Alliance of Canada

LETTER OF UNDERSTANDING #3

BETWEEN

GANDER INTERNATIONAL AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

The Authority will give first preference to local businesses in Newfoundland and Labrador to when purchasing items under Article 45.

In cases when the Authority solicits bids from Canadian clothing manufacturers, it will also send solicitations to the unionized Canadian clothing manufacturers named on the list provided by the Union Local.

Where the cost and quality of the goods from those bids received are better or relatively equal, preference will be given to unionized clothing manufacturers.

This letter of understanding will be deemed to be part of the collective agreement.

Dated at Gander, Newfoundland and Labrador, this 28th day of April, 2008.

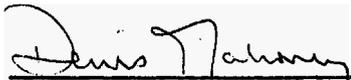

Gander International Airport Authority


Public Service Alliance of Canada

LETTER OF UNDERSTANDING #4
BETWEEN
GANDER INTERNATIONAL AIRPORT AUTHORITY
AND
PUBLIC SERVICE ALLIANCE OF CANADA

The hours of work in Article 16.07(a) are based on an agreed understanding between the parties that they are in compliance with hours of work and overtime provisions under the Canada Labour Code, and that in any event of a complaint, investigation or order concluding to the contrary, the parties will cooperate to ensure the status quo is maintained for firefighters under this clause 16.07 (a) and that the Authority will incur no additional cost or payments whatsoever. [Note to discuss use of language of Fredericton Agreement as language in event of issue raised under the Canada Labour Code]

Dated at Gander, Newfoundland and Labrador, this **28th** day of April, 2008.



Gander International Airport Authority



Public Service Alliance of Canada

Final Agreement Signed 28 April 2008.doc

