

COLLECTIVE AGREEMENT

BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA
UCTE LOCAL 60615**

(Also referred to as the "PSAC" or the "bargaining agent")



AND

SAINT JOHN AIRPORT INC.

(Also referred to as the "SJAI" or the "employer")



Expires December 31, 2027

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ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Saint John Airport Inc. (SJA), the Public Service Alliance of Canada (PSAC) and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to the PSAC, employees and the Airport Authority.
- 1.03 Definitions:
PSAC - Public Service Alliance of Canada - "The Bargaining Agent"
SJA - Saint John Airport Inc. - "The Employer"
Collective Agreement - Collective Agreement between the Saint John Airport Inc. and PSAC on behalf of UCTE Local 60615.

ARTICLE 2

RECOGNITION

- 2.01 Saint John Airport Inc. recognizes the PSAC as the sole and exclusive bargaining agent for all employees of Saint John Airport Inc. described in the certificates issued by the Canada Industrial Relations Board dated July 23, 1999, as follows:

All Employee Bargaining Unit -Board Reference File # 20388-C
Board Order No. 7623-U;

and amended by the Canada Labour Relations Board on September 9, 2010,
as follows:

All Employee Bargaining Unit- Board Reference File# 28287-C
Board Order No.9933-U.

- 2.02 For greater clarity, "employee" shall mean:

"All employees of Saint John Airport Inc., employed at the Saint John Airport in Saint John, New Brunswick, excluding Management (Managers, Directors, and Officers of the Corporation, et al)."

- 2.03 In the event that the SJAI creates a new position (which did not exist in the CIRB certificate noted in 2.01), it undertakes to inform the PSAC of the creation of this new position together with the SJAI's position as to whether such position is to be recognized as being in the bargaining unit. The SJAI shall provide the PSAC with a copy of the proposed job description and a rationale as to the proposed classification. Upon a written request from the PSAC within forty-five (45) days of notification to this effect, the SJAI shall meet with the PSAC in order to discuss the SJAI's position on the inclusion or exclusion of this position in the bargaining unit.
- 2.04 In the event that the parties fail to agree on whether the position shall be included or excluded, that position shall be included in the bargaining unit until such time as the Canada Industrial Relations Board decides otherwise in accordance with the Canada Labour Code.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the SJAI.
- 3.02 The rights set forth in this article and those otherwise retained by management shall be exercised in conformity with the provisions of this Collective Agreement reasonably, fairly, in good faith and without discrimination (as defined in this Collective Agreement).

ARTICLE 4

UNION SECURITY

- 4.01 All employees, except management and other excluded positions shall as a condition of employment become and remain members in good standing of the PSAC. For new employees, membership shall commence on the initial date of employment
- 4.02 Subject to the provisions of this Article, the SJAI will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the SJAI shall not be obligated to make such deduction from subsequent salary.
- 4.03 The PSAC shall inform the SJAI in writing of the authorized monthly deduction to be checked off for each employee.

- 4.04 No bargaining agent other than the PSAC shall be permitted to have membership dues and/or other monies deducted by the SJAI from the pay of employees in the bargaining unit.
- 4.05 The amounts deducted in accordance with clause 4.02 shall be remitted to the Comptroller of the PSAC by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.06 The SJAI agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 4.07 The PSAC agrees to indemnify and save the SJAI 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 SJAI limited to the amount actually involved in the error.

ARTICLE 5

JOB SECURITY

5.01

- (a) The SJAI is committed to all current employees and, in furtherance of that principle and in accordance with the provisions of this Agreement, will, fairly, in good faith, without discrimination and reasonably, consider all proposals from the PSAC for the provision of present and future work by employees of the SJAI. This article 5 only applies to "current employees" who are employees on **December 18th, 2015**.
- (b) Subject to the capacity and willingness of employees to accept reassignment and retraining or any other measure that is provided for in clause 5.02, the SJAI will make every reasonable effort in accordance with clause 3.02 to ensure that any reduction in the permanent workforce of the SJAI will be accomplished through attrition and the consequential requirement to consider other resolutions in accordance with this Article.

5.02 In the event the SJAI considers that its needs may not be able to be met through attrition:

- (a) the SJAI will advise the PSAC in writing at least ninety (90) days in advance of any proposed reduction in the permanent workforce of the SJAI. Such notice will outline the reasons for the proposed workforce reduction, the location and the number of employees who may be affected;
- (b) the SJAI acknowledges its obligation to provide, and to meet and discuss with the PSAC, the reasons for such proposed action pursuant to clause 5.02; and

- (c) the SJAI commits to meet with the PSAC and, both parties acting in accordance with the provisions of this Agreement (including clause 5.02), will make every reasonable effort to negotiate a resolution which can include, but is not limited to, the following measures:
- (i) retraining;
 - (ii) cross-training;
 - (iii) apprenticeship plans;
 - (iv) dual certifications;
 - (v) reducing work performed by contractors;
 - (vi) voluntary early retirement or separation incentive ("lump sum" buy- out for voluntary severance) as provided for in Article 34 - Severance Pay; and
 - (vii) any other temporary or permanent measure as mutually agreed between the parties.

It is acknowledged by the parties that the provisions of Article 11 - Grievance and Arbitration, may be utilized by the parties with respect to any disputes to the interpretation or application of the provisions of this Article.

5.03 For the purpose of this Article, service is defined as:

- (a) the length of continuous service with the SJAI for employees hired subsequent to June 1, 1999;
- (b) the length of continuous service with the SJAI and the Federal Government, for former Transport Canada employees who joined the SJAI at the date of transfer, June 1, 1999, and for seasonal employees, the date referred to in Appendix "B".

5.04

- (a) The SJAI shall offer a separation incentive ("lump sum" buy-out for voluntary lay- off) to an affected employee for the purpose of avoiding lay-offs. The separation incentive shall be the equivalent to:
 - (i) four (4) months' salary; plus
 - (ii) one (1) month's salary for each full year of service; and
 - (iii) separation incentives shall not exceed the equivalent of one (1) year's salary.

- (b) At the request of the PSAC, the greater of the amount, so determined in accordance with this clause 5.04 or the amount of the severance payment determined in accordance with Article 34, may be made available to any other employee of the SJAI, either by way of a voluntary early retirement payment or a separation incentive, if by so doing there is a reasonable alternative to the lay-off of the affected employee(s).
- (c) Any employee receiving a separation incentive in accordance with this clause 5.04 shall not be entitled to receive a severance payment in accordance with Article 34 - Severance, unless the severance payment is greater than the separation incentive in accordance with this clause 5.04.

5.05

- (a) When the SJAI meets with an employee to advise them of any opportunities under this article, the employee shall be provided with the opportunity to be represented by a PSAC representative.
- (b) An employee who accepts an early retirement incentive or separation incentive shall be considered as being laid off effective the first day of the month following the date the incentive is accepted.

5.06 A permanent employee who could be laid off by a reduction in the workforce shall be offered assignment or appointment to any vacant position at the same classification level within the bargaining unit, providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. If any employee refuses an assignment or appointment to a position at the same classification level within the bargaining unit, they shall be laid off with recall rights as provided for in this Article.

5.07 Should there be no vacant position available in 5.06 above; an employee may be assigned to a vacant position of a lower classification level in the bargaining unit, providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. The employee will have priority rights to return to a position at the same classification level as their former position.

If an employee accepts an assignment to a lower classification level with a lower maximum rate of pay that employee shall be salary-protected in accordance with clause 22.04 (a) (at the rate of pay provided in their former position). Should an employee subsequently refuse an appointment to a position at the same classification level as their former position, that employee will be salary-protected in accordance with clause 22.04 (b) on the following pay period and will be appointed to the lower classification level position to which they had been assigned.

If an employee refuses an assignment to a position at a lower classification level within the bargaining unit, they shall be laid off with recall rights as provided for in this Article.

5.08

- (a) Employees subject to lay-off will be notified thirty (30) days in advance of their lay-off date.

During this period those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Airport Authority and to such additional leave with pay as the SJAI considers reasonable for related travel.

- (b) Employees to be laid off will also be provided with a job search assistance program coordinated by the SJAI.

5.09 If, following the process outlined in clause 5.02 above, no alternative resolution is determined, employees subject to lay-off for an indefinite period shall have the option of:

- (a) accepting lay-off, retaining the right of recall for up to one (1) year; or,
- (b) accepting termination from the SJAI with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined above; or
- (c) displacing the most junior employee within their current classification, if any, or classification in which the employee has worked, providing the employee can establish that they have the ability to perform the job. The employee shall notify the SJAI within two (2) weeks of notice of lay-off of the decision to displace another employee.

5.10 Any employee displaced from their position as a result of 5.09 (c) above will have the option of exercising their rights outlined in 5.09 (a) or 5.09 (b) or of displacing a junior employee, who is the most junior employee within any classification in which the employee has worked, provided the employee can demonstrate that they have the ability to perform the job. The employee shall notify the SJAI of their intent to displace another employee within two (2) weeks of receiving notice that they are being displaced as a result of 5.09 (c) above.

5.11 Employees affected by the reduction who are appointed to a lower level position shall have their salary protected in accordance with the provisions of this Collective Agreement.

5.12 Full-time employees will not be required to accept part-time employment.

5.13 Employees who are displaced will become subject to the provisions of this Article.

5.14 Recall

- (a) Employees, who have been laid-off and have not accepted a separation incentive pursuant to this Article, shall be entitled to recall in reverse order

of lay-off for a period of one (1) year from the date of lay-off provided the employee can demonstrate that they have the ability to perform the job or may qualify within a reasonable training period. Upon expiry of the recall period, an employee shall receive severance pay if they have not been recalled.

- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit positions for which the employee is qualified to perform or may qualify within a reasonable training period.
- 5.15 Employees hired prior to the date of signing of this Collective Agreement shall not be subject to lay-off or have their hours of work reduced, or for seasonal employees have their recall rights affected, as a result of the SJAI contracting out work.
- 5.16 No employee shall be required to perform any substantive work outside the bargaining unit without the employee's consent.
- 5.17 Persons not covered by the terms of this Collective Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except for past practices and in emergencies where the employees covered by this Collective Agreement are not available.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes or lockouts (as defined by 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 SJAI premises, the SJAI will ensure a safe access to the workplace.
- 6.03 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the SJAI, and the SJAI 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 SJAI shall not assign any employee work normally performed by a tenant's employees who are lawfully on strike or locked out unless agreed to by all parties involved.

ARTICLE 7

JOINT CONSULTATION

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union-Management Consultation Committee (UMCC) that shall consult meaningfully and constructively on matters of common interest, such as but not limited to new or changes in policies, conditions of employment or other working conditions not covered by this collective agreement, and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for this purpose.
- 7.02 The parties agree that guidelines for Joint Consultation will be developed by the UMCC within, unless otherwise agreed, three (3) months of ratification of the collective agreement, and such guidelines shall be subject to amendment by mutual consent only.
- 7.03 UMCC meetings will be held at a time mutually agreed to by both parties with no less than two (2) meetings a year at the call of either the President/CEO or the President of the Local.
- 7.04 UMCC meetings will be held with no more than three (3) representatives for each party. The President/C.E.O. and the President of the local or their designates shall attend the meetings.
- 7.05 The UMCC will have no authority to amend or alter the Collective Agreement and will not deal with grievances.

ARTICLE 8

INFORMATION

- 8.01 The SJAI shall provide the President of the Local or designate, with the name, classification and work location of the new employee orally upon hiring, and in writing within fifteen (15) days.
- 8.02 Each employee and manager will be supplied with a copy of the Collective Agreement. An adequate number of spare copies will be provided to management. The copies will be printed by the PSAC at a mutually agreed upon cost to be shared by both parties, subject to mutual agreement of the final draft by both parties and the electronic version of the agreement will be posted by the SJAI.
- 8.03 The SJAI will provide the President of the Union Local of PSAC with a copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:
 - (a) policies bearing on employee's employment;
 - (b) full text of all benefit and pension plan;

- (c) courtesy copies of those Board documents which are public record and notice of Board appointments;
- (d) all health & safety reports;
- (e) names and titles of all excluded staff; and
- (f) a current copy of the SJAI 's organization chart.

ARTICLE 9

USE OF AIRPORT AUTHORITY FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the PSAC for the posting of official PSAC notices.
- 9.02 The SJAI agrees to permit PSAC representatives the use of the existing E-mail system for PSAC business, inclusive of up to seven (7) separate e-mail addresses.
- 9.03 A duly accredited representative of the PSAC shall be permitted access to the SJAI's premises to assist in the resolution of a complaint or grievance and to attend joint union-management meetings or meetings with the PSAC local.
- 9.04 Where practical, the SJAI will provide a meeting room to the Local so that it may carry out PSAC business.
- 9.05 The SJAI agrees to allow the PSAC Executive, at no cost, the use of a photocopier for the requirements of the local, a filing cabinet for its sole and exclusive use and, subject to availability, the use of an existing telephone and fax machine for PSAC business.
- 9.06 All general PSAC meetings which are held on the SJAI's premises shall be held outside the hours of 07:30 to 16:30 except with the permission of the SJAI.

ARTICLE 10

EMPLOYEE REPRESENTATIVES

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

- 10.04 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints, or process a grievance or undertake any other PSAC business during working hours. Such permission shall not be unreasonably withheld. The representative shall report back to their supervisor before resuming normal duties.
- 10.05 The SJAI shall ensure that new employees are introduced to a representative of the PSAC on their first day of work.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURES

- 11.01 (a) Saint John Airport Inc. and the PSAC agree that discussions should occur between employees, PSAC representatives and SJAI representatives in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, PSAC representatives and SJAI representatives. Where discussions relating to problems or differences occur, the time limits in the Complaint Step will be extended by the appropriate number of days.
- (b) An employee is encouraged to attempt to resolve any differences with their supervisor, where possible, before initiating discussions 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 SJAI and the PSAC, or between the Employee(s) and the SJAI, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or alleged violation of the agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with by the PSAC then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the SJAI fails to meet a time limit, the PSAC, at its option, may either advance the grievance to the next step or await the SJAI's response, in which case no time limit shall apply against the PSAC until it has received the SJAI's response.
- 11.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the PSAC representative shall be given leave, in accordance with Article 10.04, with pay to prepare for and to attend such meetings on SJAI property unless otherwise agreed. The PSAC shall be given full opportunity to make representations throughout the grievance procedure.

- 11.06 The above grievance procedures including the name and title of the designated manager at each level shall be communicated to employees by means of notices posted by the SJAI in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by the agreement between the SJAI and the PSAC.
- 11.07 A grievance shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the SJAI.
- 11.08 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level may be eliminated by agreement of the SJAI, the employee(s) and/or the PSAC.
- 11.09 No person employed in an excluded capacity or as a supervisor acting on behalf of the SJAI shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising their right to present a grievance as provided for in this agreement.

STEPS OF THE GRIEVANCE PROCEDURE

Complaint Step:

Within twenty-five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the PSAC may submit a written complaint to the Department Manager of the department in which the employee works.

Within ten (10) days of the receipt of the complaint the Department Manager, employee and PSAC representative shall meet in an attempt to resolve the complaint. The Department Manager shall provide a written response within ten (10) days of such a meeting to the employee(s) and the PSAC representative.

Step 2:

If a satisfactory settlement has not been obtained under the complaint step, the employee(s) and or the PSAC representative may within ten (10) days of the receipt of the Department Manager's decision under the Complaint Step submit a grievance in writing, including the redress requested, to the designated manager at Step 2. The designated manager shall convene a meeting with the PSAC representative and the employee within ten (10) days and then render a decision and provide a written response within ten (10) days of such a meeting to the employee(s) and PSAC representative.

Step 3:

If the grievance is not satisfactorily settled at the Step 2 stage, then the employee(s) and/or the PSAC representative may within ten (10) days submit the grievance in writing, including the redress requested, to the President and C.E.O. designated as the Step 3. The President and CEO shall convene a meeting with the employee(s) and the PSAC representative within ten (10) days and then render a decision and provide a written response within fifteen (15) days of such a meeting to the employee(s) and PSAC Representative.

Step 4:

If the grievance is not satisfactorily settled under Step Three (3), then the grievance may be referred to arbitration, within twenty-five (25) days of the expiry of the time limits set out in Step Three (3).

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

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

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

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

party shall bear one half (1/2) the cost of the arbitrator.

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

Expedited Arbitration

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

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;

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

ARTICLE 12

SUSPENSION AND DISCIPLINE

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

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

- 12.02 The SJAI shall notify the local President or designate that such an action has occurred at the time of the suspension or discharge.
- 12.03 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation which could result in a disciplinary action or render a disciplinary decision, concerning that employee, the employee is entitled to have, at their request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of twenty-four (24) hours' notice of such a meeting, and the written reasons for such a meeting.

- 12.04 In order of severity, and as determined by management dependent on both the action to be disciplined and the provisions of the collective agreement, the types of disciplinary action shall be:
- Oral reprimand;
 - Written reprimand;
 - Suspension;
 - Dismissal.
- 12.05 In cases of written reprimand, suspension or dismissal the SJAI 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.
- 12.06 Where it appears during any meeting with an employee that the nature of such meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated.
- 12.07 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen (14) days of the conclusion of the investigation and the completion of the report, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.
- 12.08 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 two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action regarding the matter referred to in this document or written statement has been recorded during this period.
- 12.09 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure. If the grievance is not satisfactorily settled at Step 3 then the grievance may be referred to Expedited Arbitration in accordance with Article 11.

12.10 Whistle-Blowing

No employee will be disciplined for reporting, to any representative of the SJAI, any abuse of office, financial or otherwise by the SJAI or by a representative of the SJAI. It is understood that no report will be made available to members of the Board until such report has been presented to management and management has responded.

ARTICLE 13

NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION OR VIOLENCE IN THE WORKPLACE

- 13.01 The PSAC and the SJAI recognize the right of employees to work in an environment free from sexual and personal harassment and the SJAI undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.
- 13.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and criminal record for which a pardon has been granted, or membership or activity in the PSAC.
- 13.03 (a) Sexual harassment is any incident or series of incidents which may cause offense or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures, or comments of a sexual nature, the displaying of pornographic material, or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (b) Personal harassment is any unwarranted 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, but not necessarily limited to, the application of force, threats, verbal abuse or physical abuse including bullying or shunning, or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
- (c) The PSAC and the Employer recognize the right of employees to work in an environment free from acts of violence. The provisions of the Canada Labour Code relating to violence in the workplace apply as indicated in the Code and its Regulations and the Employer undertakes to ensure that acts of violence will not be tolerated in the workplace.
- 13.04 (a) To prevent harassment and other forms of discrimination in the workplace, the SJAI shall ensure that policies are in place which addresses:
- the prevention of abuse of staff;
 - appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 - prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counselling);

- the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour;
 - the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
 - confidentiality of information.
- (b) The Health and Safety Committee may make recommendations to the SJA I on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.
- (c) It is recognized that the Collective Agreement takes precedent over the SJA I Code of Conduct Policy as it relates to Article 13.
- 13.05 Enforcement of clauses 13.02 and 13.03 shall be via the complaint process set out in clause 13.06. Grievances concerning the application or interpretation of this article shall go directly to the final level of the grievance procedure as contained in Article 11.

13.06 Processing and Mediation of Harassment and Discrimination Complaints

(a) Step 1 Informal

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

(b) Step 2 Complaints

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

(c) Step 3 Independent Investigations

- (i) Within one week of the filing of a written complaint under this article, the SJA I will, after consultation with PSAC, appoint an independent fact-finder who will be required to report within four weeks of appointment unless an extension is granted by mutual consent between the SJA I and the complainant and their PSAC representative.
- (ii) The investigator will act under guidelines for investigation developed jointly by the SJA I and the PSAC. These guidelines will provide for due process and full disclosure of results to all principals. The investigator will have powers under the Inquiries Act. All costs of the independent investigation will be paid by the SJA I.

- (iii) Complainants and respondents have the right to be accompanied by a PSAC representative during the investigation process.
- (iv) Full copies of the completed investigation report will be provided to the PSAC and the SJAI. The parties will preserve confidentiality, but the PSAC may provide copies or parts thereof to employees it is representing in the complaint.

(d) Step 4 Mediation

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

(e) Step 5 Binding Complaint Conciliation

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

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

ARTICLE 14

EMPLOYEE STATUS

14.01 Full-Time Employees

A full-time employee is an employee whose hours are established in Article 16 - Hours of Work, excluding seasonal and term employees.

14.02 Seasonal Employees

- (a) A seasonal employee is an employee hired primarily from December 1 to March 31 for winter seasonal work in airfield and groundside operations as Heavy Equipment Operators.
- (b) Seasonal employees will have their own divisional seniority. For recall and lay-off purposes only, seniority will start from the date the employee commenced work as a seasonal employee with the SJAI and the federal government, whichever is earlier (commencement with the federal government or the SJAI shall go back to when the employee last started continuous seasonal employment).
- (c) Seasonal employees shall:
 - (i) at the end of the season, be laid off in reverse order of seniority, provided the remaining seasonal employees are able to do the required work and
 - (ii) when recalled at the beginning of the season in order of seniority, provided the employee is able to do the required work.
- (a) Seasonal employees shall be entitled to all the provisions of the Collective Agreement during the employee's period of employment, excepting articles 34 Severance Pay, 27 Leave With or Without Pay for PSAC or Union Business, 41 Registration Fees, 40 Benefit Plans. Seasonal employees shall receive a monthly allowance of \$100 for each month worked in lieu of receipt of the aforementioned plans.

14.03 Term Employees

- (a) Term employees are all other employees hired by the SJAI, including for the purposes of:
 - i) replacement of permanent employees who are on leave with or without pay;
 - ii) short-term assignments;
 - iii) special projects; or
 - iv) non-recurring work.
- (b) To the extent that it is practical (e.g. leave replacement), term employees will be advised of their termination date when hired. See above 14.02(d)
- (c) With the exception of leave replacement (noted as above); if the term of employment for a term employee extends beyond the two (2) consecutive years in the same position, the individual will be granted non-probationary, full-time employment status. This provision shall be effective for all term appointments commencing on or after the date of ratification of this Agreement.
- (d) Term employees shall be entitled to all the provisions of the Collective Agreement during the employee's period of employment excepting those same articles excepted for seasonal employees.

14.04 Students

The following students must show evidence of enrolment in, and, in the case of non-co-op students, evidence of a return to school following summer employment:

- (a) Co-Op Student - a student hired by the SJAI to carry out work in their particular specialty, e.g. marketing. A Co-op student may be hired anytime during the year and work terms are normally for a school term.
- (b) Non Co-Op Student - A student hired by the SJAI during the summer months to perform summer work, such as: Ambassador and Public Relations, landscaping, planting flowers, mowing grass, light painting, shovelling sand and asphalt and any other work agreed upon between the PSAC Local and the SJAI .

The SJAI agrees to ensure that the status of employment and working conditions of Bargaining Unit members will not be affected in an adverse way by the use of students.

The SJAI agrees to treat students in accordance with the spirit of this Collective Agreement, i.e. such as, but not limited to Article 13 - No Harassment and No Other Forms of Discrimination in the Workplace. In consideration, the PSAC 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.

The SJAI will ensure adequate coverage for Workers Compensation and agrees to pay each student vacation pay at the rate of four percent (4%).

ARTICLE 15

PROBATION

- 15.01 All newly hired employees shall be considered probationary employees.
- 15.02 Newly hired Airport Operations Specialists and Firefighters shall complete a probationary period of up to twelve (12) months, but not less than six (6) months, which is tied to the completion of the Aircraft Rescue Firefighter (ARFF) certification. All other newly hired employees shall complete a six (6) month probationary period.
- 15.03 During a probationary period an employee will have their performance discussed and reviewed with them on a regular basis in accordance with Article 32.
- 15.04 When a probationary employee is dismissed, the SJAI shall provide notice in writing to the employee, with a copy to the PSAC.
- 15.05 Probationary employees have the right to grieve discipline up to and including discharge in accordance with Article 11 - Grievance and Arbitration Procedure. However, a non-disciplinary termination of employment during the probationary period shall not be arbitrable except that in such event the SJAI accepts the obligation of establishing that it has acted in accordance with this Agreement.

ARTICLE 16

HOURS OF WORK

16.01 Interpretations and Definitions

For the purpose of this Agreement,

- (a) "allowance" means compensation payable for the performance of special or additional duties;
- (b) "annual rate of pay" means an employee's weekly rate of pay multiplied by fifty-two point one seventy-six (52.176);
- (c) "daily rate of pay" means an employee's hourly rate of pay times his normal number of hours of work per day;
- (d) "weekly rate of pay" means an employee's hourly rate of pay multiplied by the number of hours normally scheduled per week;
- (e) "pay" means basic rate of pay as specified in Appendix "A" and includes supervisory differential where applicable;
- (f) "week" consists of seven (7) consecutive days beginning at 00:00 hours Monday morning and ending at 24:00 hours Sunday; and,
- (g) "day" is a twenty-four (24) -hour period commencing at 00:00 hours.

16.02 For the purpose of this Article:

The SJAI shall specify the hours of work and shift schedules for all employees as and will present any new or changed schedules, including the rationale, to the bargaining unit via joint consultation as described in Article 7, wherein they shall solicit the feedback on the wishes of the majority of the employees concerned.

- (a) For all employees other than Administrative, Airport Operation Specialists and Heavy Equipment Operators the hours of work for employees, exclusive of a daily one- half (1/2) hour lunch period shall be eight (8) consecutive hours per day, and forty (40) hours per week (7:30 a.m. to 4:00 p.m. Monday through Friday inclusive.
- (b) All Heavy Equipment Operators (full time and Seasonal)
 - (i) **Summer - 7:30 a.m. to 4:00 p.m. Monday through Friday inclusive; for other than Summer see (d) below**
- (c) For all Administrative employees, the hours of work shall be seven and one-

half (7 1/2) consecutive hours per day, exclusive of a daily one-half (1/2) hour lunch period and thirty-seven and one-half (37 1/2) hours per week Monday through Friday inclusive.

- (d) For Airport Operations Specialists and Heavy Equipment Operators (other than in Summer) the hours of work shall average forty (40) hours per week over the life of their schedule. The hours of work for such employees working a standard schedule are exclusive of a daily one-half (1/2) hour lunch period (except for employees who are on fire hall duty who shall be paid for such lunch period).**
- (e) Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the SJAI to reduce the hours of work of a full-time employee permanently.
- (f) The employees may be required to register their attendance in a form or in forms to be determined by the SJAI.
- (g) The SJAI 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 SJAI shall provide one additional rest period for each additional three (3) hour period.
- (h) No shift schedule shall contain and no employee shall be required to work split shifts.

Schedules/Shift Work

- (a) The hours of work provisions of this Collective Agreement, including the standard and weekly hours of work and the agreed upon averaging of daily and, or weekly hours of work and, or work schedules must be consistent with the Canada Labour Code. Any further establishment, or modification or cancellation, must be agreed to in writing.
- (b) The SJAI will make every reasonable effort:
 - (i) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift; and,
 - (ii) to avoid excessive fluctuation in hours of work.
- (c) When an employee's scheduled or overtime shift does not commence and end on the same day, such shift shall be deemed 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 deemed to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated hereby.

(d) Flexible Hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 7 a.m. and 6 p.m. and such request shall not be unreasonably denied.

(b) It is recognized that certain continuous operations require that employees be on the job for their full shift. In these operations such employees will be paid for the one half (1/2) hour meal period which will be taken at the workplace. A specified meal period shall be scheduled as close to the mid-point of the shift as possible.

(c) Summer and Winter Hours: The weekly and daily hours of work may be varied by the SJAI following consultation with the PSAC to allow for summer and winter hours, provided the annual total of hours is not changed.

16.03 Changes to Schedules of Work

(a) For all employees the scheduled of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule.

(b) The SJAI shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days.

(c) The SJAI shall also endeavour, as a matter of policy, to give an employee at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, and the consecutive days of rest may be in separate calendar weeks.

(d) Provided sufficient advance notice is given and with the approval of the SJAI, employees may exchange shifts if there is no increase in cost to the SJAI.

(e) An employee who's scheduled hours of work are changed without five (5) days prior notice in advance of the starting time of the change:

(i) shall be compensated at the rate of time and one half (1 1/2) for the first 1st full shift worked on the new schedule; subsequent shifts worked on the schedule of the employee's new shift shall be paid for

at the employee's hourly rate of pay; 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 17.03.
- (f) Sub-clause 16.04 (e) shall not apply to an employee when the employee is returned to the employee's regular shift following a temporary assignment to a new shift.

16.04 SHIFT PRINCIPLE: (Note: this applies to all classifications)

- (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 their scheduled hours of work on a day during which they would be eligible for a Shift Premium, the employee may request that their 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 SJAI. In no case will the employee be expected to report for work or lose regular pay without receiving at least ten (10) hours of rest between the time their attendance was no longer required at the proceeding and the beginning of their 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; or,
 - v. training courses which the employee is required to attend by the SJAI.
- (b) Notwithstanding paragraph (a), the preceding described in subparagraph
 - vi. is not subject to the condition that there be no increase in cost to SJAI.

Days of Rest

16.05 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day; or
- (b) 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 deemed to have worked their last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

16.06 Compressed Work Week

- a) Subject to operational requirements and notwithstanding anything to the contrary contained in this Agreement, an administrative employee on day work may request to complete their weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement. As part of such an agreement an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of up to twenty-eight (28) calendar days, the employee works an average of their normal weekly hours.
- b) Such requests shall be subject to operation requirements and shall not be unreasonably denied.
- c) 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.
- d) The maximum life of a schedule shall be twenty-eight (28) days.

ARTICLE 17

OVERTIME AND REPORTING PAY

17.01 Allocation of Overtime

Subject to operational requirements, the SJAI shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees within a department and it being recognized that the SJAI may first ask those employees working on the job requiring overtime to work the overtime.

Where an insufficient number of qualified employees are available for overtime work on voluntary basis overtime shall be assigned to the employee with the least number of overtime hours accumulated during the calendar year. When overtime is required on an emergency or unexpected basis contiguous to an end of shift, the overtime shall be assigned to the qualified employee on site with the least number of hours accumulated during the calendar year.

17.02 Overtime Notice

Except in cases of emergency or subject to the operational requirements of the service, call-back or mutual agreement with the employee, the SJAI shall make every reasonable effort to give adequate advance notice of overtime required.

17.03 Overtime shall be compensated as follows:

- (a) An employee is entitled to overtime compensation for each completed fifteen

(15) minute period of overtime worked by the employee. Emergencies and unusual circumstances excepted, overtime work must be pre-authorized by the designated SJAI representative to be eligible for compensation;

- (b) Time and one-half ($1 \frac{1}{2} \times$) for the first eight (8) hours worked in excess of the employee's normal scheduled daily hours and double time ($2 \times$) thereafter;
- (c) Time and one-half ($1 \frac{1}{2} \times$) for work up to eight (8) hours of overtime on an employee's first day of rest for those employees whose normal daily hours of work are 7.5 or 8 hours work per day and double ($2 \times$) thereafter;
- (d) Time and one-half ($1 \frac{1}{2} \times$) for work up to eighteen (18) hours of overtime on an employee's first day of rest for Firefighters, and double ($2 \times$) thereafter;
- (e) Double ($2 \times$) for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

17.04 (a) Overtime is compensated by inclusion in the pay for the period in which the overtime is worked or at the request of the employee in compensatory leave with pay up to a maximum of ninety (90) hours per year. Such leave shall be taken at a time convenient to the SJAI and the employee.

(b) An employee is expected to use their banked compensatory leave credits in the calendar year in which it is earned. The SJAI shall make every reasonable effort to respond to a minimum of two (2) requests by an employee to use their compensatory leave in a manner acceptable to the employee. Where the SJAI is unable to grant the employee's request during the calendar year, the SJAI will pay out the outstanding balance at the end of the calendar year.

(c) Subject to operational requirements, an employee will be granted compensatory leave with five (5) days' notice. In individual circumstances, the SJAI may waive the five (5) day notice.

(d) The SJAI shall grant compensatory leave with pay at times convenient to the employee and the SJAI.

17.05 Meal Allowance

(a) Except when a free meal is to be provided, an employee required to work overtime and who works at least three (3) consecutive hours' overtime immediately preceding or following their regular shift will be reimbursed up to sixteen dollars (\$16.00) for a meal.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph above, the employee shall be reimbursed for one (1) additional meal in the amount of sixteen dollars (\$16.00) after each four (4) hour period, except where free meals are provided or when the employee is being compensated on some other basis.

ARTICLE 18

CALL-BACK PAY

- 18.01 (a) If an employee is called back to work on a designated holiday or, after leaving the workplace subsequent to a normal day, or reports to work on the employee's day of rest, the employee shall be reimbursed for actual mileage at the appropriate rate, from and returning to, the employee's principal residence, plus the greater of:
- (i) compensation equivalent to four (4) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; or
 - (ii) compensation at the applicable rate of overtime compensation for time worked.
- (b) Time spent by the employee reporting to work or returning from work on a call-back for overtime basis shall not normally constitute time worked.

ARTICLE 19

STANDBY

- 19.01 Where the SJAI requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a stand-by payment of one half (1/2) hour for each four (4) consecutive hours or portion thereof that the employee is on stand-by. No stand-by payment shall be granted if an employee does not report when required.
- 19.02 An employee designated by letter or by list for standby duty shall be available to return for duty, during the period of standby, as quickly as possible but not normally to exceed one (1) hour from being called. All employees on standby shall be provided with a portable means of contact at no cost to the employee. In designating employees for standby the SJAI will endeavour to provide for the equitable distribution of standby duties.
- 19.03 An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the call-back provisions of Article 18.
- 19.04 There shall be no standby requirement for Firefighters.

ARTICLE 20

WASH-UP TIME

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

ARTICLE 21

SHIFT PREMIUMS

Shift Premium

- 21.01 An employee working on shifts shall receive a shift premium of one dollar and eighty-five cents (\$1.85) per hour for all hours, or portion thereof, including overtime hours, worked between 4:00 pm and 7:30 am. The shift premium will not be paid for hours worked between 7:30 am and 4:00 pm.

Weekend Premium

- 21.02 Employees shall receive an additional premium of one dollar and eighty-five cents (\$1.85) per hour for all hours, or portion thereof, including overtime hours, worked on a Saturday and/or Sunday.

Exclusions

- 21.03 This Article does not apply to the FR classification.

ARTICLE 22

PAY ADMINISTRATION

22.01

- (a) Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "A". The SJAI shall provide the PSAC Local with an annual statement indicating each employee's actual rate of pay, classification, including level and position title for the employee's substantive and, if applicable, acting position.
- (b) When an employee's pay deposit is anticipated to be late the employee shall be notified as far in advance as possible. In such cases, the employee shall be provided with a manually prepared cheque upon request.

- 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 SJAI. In no case shall the employee be paid at less than the minimum rate for such position.

- 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 Saint John Airport Inc. 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 Salary Protection Status

- (a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as, or higher than, their current position, shall receive 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 not receive negotiated salary increases.
- (c) An employee who is demoted shall receive the lesser of their current rate of pay and the rate in the new position.
- (d) Employees whose hourly rate would, as a result of the implementation of the classification system implemented effective in on January 1, 2009, be lower than their hourly rate under the old classification system on December 31, 2008, will continue to receive applicable annual percentage economic increases applied to their immediately preceding hourly rate, as if they had not been reclassified. These rates of pay are enclosed as Appendix "A".

22.05 Clause 22.04 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 rate for the new position and their current rate of pay.

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

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

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

- 22.09 When an employee is required by SJAI to substantially perform the duties of the higher rate classification level in an acting capacity and performs those duties for a minimum of eight (8) hours (including designated holidays), the employees shall be paid acting pay calculated from the date on which the employee commenced to act, in accordance with Clause 22.03 (excepting that a Fire Fighter shall be paid at a Band 6 level while so acting).
- 22.10 In the event of termination of employment for reasons other than death or lay-off or disability, Saint John Airport Inc. shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.
- 22.11 It is understood by the parties that there shall be no pyramiding of premiums under this agreement, excepting shift premium may be added as a second premium, where applicable, or any other past practice of pyramiding.
- 22.12 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

ARTICLE 23

LEAVE GENERAL

- 23.01 (a) When an employee becomes subject to this agreement the employee's earned daily leave credits shall be converted into hours.
- (b) When leave is granted, it will be granted on an hourly basis with the number of hours debited for each day of leave being equal to the number of hours work scheduled for the employee for the day in question.
- (c) Notwithstanding the above, in Clause 28.07, Bereavement Leave with Pay, "day" will mean a calendar day.
- 23.02 Except as otherwise specified in this agreement, where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.
- 23.03 An employee is entitled, twice in each fiscal year, to be informed, upon request, of the balance of their vacation and sick leave credits.
- 23.04 The amount of leave with pay earned, but unused, credited to an employee by the SJAI at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee.
- 23.05 An employee shall not be granted two (2) different types of leave with pay, or monetary remuneration in lieu of leave, in respect of the same period of time.

- 23.06 An employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.
- 23.07 In the event of termination of employment for reasons other than incapacity, death or layoff, the SJAI shall recover from any monies owed the employee, an amount equivalent unearned vacation and sick leave taken by the employee, as calculated from the employee's classification on the date of the termination of the employee's employment.
- 23.08 Operational requirements permitting, the SJAI shall grant:
- (a) Leave with pay when circumstances not directly attributable to the employee prevent their reporting for duty and such leave shall not be unreasonably withheld;
 - (b) Leave with or without pay for purposes other than, or in addition to, those specified in this agreement.

ARTICLE 24

DESIGNATED PAID HOLIDAYS

- 24.01 Subject to clause 24.02, the following days shall be designated paid holidays for employees:
- a) New Year's Day
 - b) Good Friday
 - c) Easter Monday
 - d) Victoria Day
 - e) Canada Day
 - f) Labour Day
 - g) National Day for Truth and Reconciliation
 - h) Thanksgiving Day
 - i) Remembrance Day
 - j) Christmas Day
 - k) Boxing Day
 - l) New Brunswick Day
 - l) One additional day when proclaimed by an Act of Parliament as a national holiday.
- 24.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 27 - Leave With or Without Pay for PSAC or Union Business.
- 24.03 (a) 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.

- (b) 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 (1 1/2 x) for all hours worked up to the specified daily normal hours for the position 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 SJAI, 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,
- (c) pay at time and one half (1 1/2) times the straight-time rate of pay for all hours worked up to the normal daily work hours for the classification and double time for all hours worked on that day in excess of the classification's normal daily hours of work; and subject to operational requirements and adequate advance notice, the SJAI shall grant lieu days at such times as the employee may request.
 - (i) 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 from year to year in whole or in part. In all other cases unused lieu days shall be paid out at the employee's straight-time rate of pay.
 - (ii) The straight-time rate of pay referred to in sub-clause 24.05 (c) (i) shall be the rate in effect when the lieu day was earned.

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

overtime rate of pay.

- 24.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.
- 24.08 Where operational requirements permit, the SJA shall not schedule an employee to work both December 25 and January 1 in the same holiday season.
- 24.09 Time spent by the employee reporting to work or returning from work on a designated paid holiday shall not constitute time worked.

ARTICLE 25

VACATION LEAVE

25.01 Vacation Year

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

25.02 Vacation Entitlement

Provided that the employee has completed six (6) months of continuous service the employee may be granted vacation leave in advance of the credits earned during such vacation year, and will be advanced credits equal to the anticipated credits for each subsequent vacation year.

25.03 Credits

- (a) Seasonal and term employees and other employees who do not qualify for monthly entitlement, shall be paid four percent (4%) vacation leave.
- (b) For each calendar month in which a permanent or probationary employee, excluding Fire-fighters, has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:
 - (i) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's seventh (7th) year of continuous service occurs;
 - (ii) one and two-thirds (1 2/3) days commencing with the month in which the anniversary of the employee's seventh (7th) year of continuous service occurs;
 - (iii) two and one-twelfth (2 1/12) days commencing with the month in which the anniversary of the employee's seventeenth (17th) year of continuous service occurs;

and

- (iv) two and one-half (2 1/2) days commencing with the month in which the anniversary of the employee's twenty-seventh (27th) year of continuous service occurs.

25.04 Accumulation of Vacation Leave For Employees on 2,184 Hours per Work Year

- (a) An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:
 - (i) eleven (11) shifts per fiscal year if the employee has completed less than eight (8) years of service;
 - (ii) if the employee has received, or is eligible to receive, furlough leave:
 - (A) fourteen (14) shifts per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,
 - (B) fourteen (14) shifts per fiscal year if the employee has completed twenty (20) but less than twenty-five (25) years of service, and,
 - (C) eighteen (18) shifts per fiscal year if the employee has completed twenty-five (25) years of service;
 - (iii) fourteen (14) shifts per fiscal year if the employee has completed between eight (8) and nineteen (19) years of service and has not received, or is eligible but has elected not to receive, or is not eligible to receive furlough leave;
 - (iv)
 - (A) eighteen (18) shifts per fiscal year after the employee has completed nineteen (19) years of service;
 - (B) effective April 1st, 1999, eighteen (18) shifts per fiscal year after the employee has completed eighteen (18) years of service;
 - (v)
 - (A) twenty-one (21) shifts per fiscal year after the employee has completed thirty (30) years of service;
 - (B) effective April 1st, 1999, twenty-one (21) shifts per fiscal year after the employee has completed twenty-nine (29) years of service.
- (b) An employee whose work schedule requires one hundred and thirty-six and one-half (136 1/2) shifts per year, and who has earned pay for at least five (5) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following:

- (i) eight (8) shifts per fiscal year if the employee has completed less than eight (8) years of service;
- (ii) if the employee has received, or is eligible to receive, furlough leave;
 - (A) eleven (11) shifts per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,
 - (B) eleven (11) shifts per fiscal year if the employee has completed twenty (20) but less than twenty-five years of service,
 - (C) fourteen (14) shifts per fiscal year if the employee has completed twenty-five (25) years of service;
- (iii) eleven (11) shifts per fiscal year if the employee has completed between eight (8) and nineteen (19) years of service and has not received, or is not eligible to receive furlough leave;
- (iv) (A) fourteen (14) shifts per fiscal year after the employee has completed nineteen (19) years of service;
 - (B) effective April 1st, 1999, fourteen (14) shifts per fiscal year after the employee has completed eighteen (18) years of service;
- (v) (A) sixteen (16) shifts per fiscal year after the employee has completed thirty (30) years of service;
 - (B) effective April 1st, 1999, sixteen (16) shifts per fiscal year after the employee has completed twenty-nine (29) years of service;
- (c) Any other employee who has earned pay for at least ten (10) days for each calendar month of a fiscal year shall earn vacation leave at the following rates:
 - (i) three (3) weeks per fiscal year if the employee has completed less than eight (8) years of service;
 - (ii) if the employee has received, or is eligible to receive, furlough leave;
 - (A) four (4) weeks per fiscal year if the employee has completed eight (8) but less than twenty (20) years of service,
 - (B) four (4) weeks per fiscal year if the employee has completed twenty (20) but less than twenty-five (25) years of service,
 - (C) five (5) weeks per fiscal year if the employee has completed twenty-five (25) years of service;
 - (iii) four (4) weeks per fiscal year if the employee has completed between

eight (8) and twenty (20) years of service and has not received, or is not eligible to receive furlough leave;

- (iv) (A) five (5) weeks per fiscal year after the employee has completed nineteen (19) years of service;
- (B) effective April 1st, 1999 five (5) weeks per fiscal year after the employee has completed eighteen (18) years of service;
- (v) effective April 1st, 1999, six (6) weeks per fiscal year after the employee has completed twenty-nine (29) years of service;

25.05 An employee who has not earned pay for the number of shifts or days specified in clause 16.04 for each calendar month of a fiscal year will earn vacation leave at one-twelfth (1/12) of the rates specified in clause 16.04 for each calendar month in which the employee earns pay for the specified number of shifts or days.

25.06 For the purpose of vacation leave, continuous service is defined as:

- (a) the length of continuous service with the SJAI for employees hired subsequent to the date of transfer with no continuous service with the federal government; or
- (b) the length of all cumulative service with the SJAI and the Federal Government, for former Transport Canada employees who joined the SJAI at the date of transfer.

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

25.08 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 one-half (1/2) hour, the entitlement shall be increased to the nearest one-half (1/2) hour.

25.09

- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b) Subject to the following sub-paragraphs, the SJAI reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:
 - i. to provide an employee's vacation leave in an amount and at such time as an employee may request;
 - ii. not to recall an employee to duty after the employee has proceeded on vacation leave;
 - iii. not to cancel nor alter a period of vacation leave which has been previously approved in writing.

25.10 (a) The SJAI shall give the employee as much notice 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 SJAI shall give the written reasons therefore, upon request from the employee.

(b) The SJAI agrees to make every reasonable effort to comply with any subsequent request made by the employee.

25.11 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 in accordance with Article 38 Sick Leave With Pay;

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

25.12 Carry-Over

(a) Where, in any vacation year, an employee has not been granted all of their credited vacation leave, the unused portion shall be carried over into the following vacation year. Annual carry-over of vacation leave will be limited to a maximum of one-half (1/2) of the employee's annual entitlement from the previous year unless, by mutual agreement, an exception is made. Carry-over beyond one year shall be by mutual consent. Such requests shall not be unreasonably denied.

(b) During any vacation year, upon application by the employee, earned but unused vacation leave credits in excess of fifteen (15) days may be paid at the employee's daily rate of pay of their substantive position on December 31st of the previous year.

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

(a) in proceeding to the employee's place of duty, and

(b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the SJAI.

25.14 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work, and returning to vacation under clause 25.10. Such time shall be considered as time worked.

25.15 When the SJAI cancels a period of vacation leave which it has previously approved in

writing, the SJAI shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the SJAI may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the SJAI.

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

- (a) the employee, or the employee's estate, shall be paid an amount equal to the product obtained by multiplying the number of days of earned, but unused, vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment; or
- (b) the SJAI 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 sub-clause a) above; or
- (c) where an employee dies or otherwise terminates employment after a period of service of less than six (6) months, the employee or the employee's estate shall, in lieu of earned vacation leave be paid an amount equal to four per cent (4%) of the total of both the pay for all regular hours worked and the compensation for overtime received by the employee during the employee's period of employment.

ARTICLE 26

EDUCATION AND CAREER DEVELOPMENT LEAVE

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

26.02 At the SJAI'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 SJAI, 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 SJAI be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued

in whole or in part.

- 26.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the SJAI for a period of not less than the period of the leave granted.

If the employee (except with the permission of the SJAI):

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

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

- 26.05 (a) Career development refers to an activity which in the opinion of the SJAI is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development:
- (i) a course given by the SJAI;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee and with the approval of Saint John Airport Inc., career development leave with pay may be given for any one of the activities described in sub-clause 26.05 a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which Saint John Airport Inc. may deem appropriate.

- 26.06 At the SJAI'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 SJAI, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

- 26.07 Each employee will be provided the opportunity to attend at least one training course per year for the purpose of development or enhancement of knowledge, skills and

abilities related to either the work performed or promotional opportunities as and when determined by management to be required.

ARTICLE 27

LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS

- 27.01 The SJAI will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Industrial Relations Board.
- 27.02 Unless otherwise mutually agreed the SJAI will grant leave with pay to a maximum of three (3) employees who are meeting with management on behalf of the PSAC, including negotiations.
- 27.03 The SJAI will grant leave with pay to an employee who is:
- (a) a party to the arbitration between the parties; or
 - (b) the representative of an employee who is party to arbitration between the parties.
- 27.04 The SJAI will, operational requirements permitting, grant leave with pay to a maximum of three (3) employees representing the PSAC before an Arbitration Board.
- 27.05 The SJAI 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 PSAC and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 27.06 The SJAI will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees, leave without pay to employees who exercise authority of a Representative on behalf of the PSAC to undertake training related to the duties of a representative.
- 27.07 Requests for leave without pay for PSAC or Union Business will be made in advance, in writing.

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 six (6) months, 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".

An employee granted leave under this Article has the right to return to their former classification level, former position and appropriate salary level.

28.01 Spousal Union Leave with Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives the SJAI 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 Saint John Airport Inc. 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 SJAI, 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, grandchildren, foster children or stepchildren (including such children of spouse), employee's or spouse's parents (including stepparents or foster parents), or any person permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The SJAI shall grant leave with pay under the following circumstances:
 - (i) up to one-half (1/2) day for a medical or dental appointment when the dependant family member is incapable of attending the appointments by themselves, 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 dependent family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible; and,
 - (ii) to provide for the immediate temporary care of a sick member of the employee's family and to provide an employee with time to make alternative care arrangements where the illness is of a longer duration; and upon request additional leave may be granted subject to operational requirements and shall not be unreasonably denied; and,
 - (iii) up to two (2) days of leave with pay for needs directly related to the birth or adoption of the employee's child which may be divided into two (2)

separate periods and be granted in two (2) separate days; and

- (iv) to provide for the immediate and temporary care of an elderly member of the employee's family.
- (c) The total leave with pay which may be granted under sub clause (b) shall not exceed five (5) days in a calendar year.

28.04 Court Leave

The SJAI shall grant leave with pay to an employee for the period of time they are 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:
 - (j) in or under the authority of a court of justice or before a grand jury;
 - (ii) before a court, judge, justice, magistrate or coroner;
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

28.05 Injury-on-Duty Leave/Work-Related Illness Leave

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

- (a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct, or,
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment, and the employee agrees to remit to the SJAI any amount received by them in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount

does not stem from a personal disability policy for which the employee's agent has paid the premium.

The SJAI agrees to comply with all applicable Workers' Compensation legislation in New Brunswick.

28.06 Religious Holy Days

- (a) The SJAI recognizes that the make-up of its workforce includes employees of various religious beliefs. The SJAI, subject to operational requirements, 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.
- (b) An employee who intends to request leave under this Article clause must give notice to the SJAI as far in advance as possible but not later than four (4) weeks before the requested period of absence.

28.07 Bereavement Leave with Pay

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

- (a) When a member of an employee's immediate family dies, an employee is entitled to a bereavement period of five (5) consecutive calendar days, which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days leave with pay for the purpose of travel related to the death.
- (b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of their son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle or aunt.
- (c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under clauses 28.07 a) or b) above, the employee shall be granted bereavement leave with pay and their paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (d) 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 SJAI may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 28.07 a) or b) above and any other bereavement related request made by the employee (e.g.

pallbearer or cultural).

- (e) If required, one or more days of bereavement and, or, travel referred to in this clause may be carried forward to the day of the cremation or burial if such an event is to occur at a later date.

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

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

28.09 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 stepparents or foster parents, in accordance with the following conditions:
 - (i) an employee shall notify the SJAI 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 clause shall be for a minimum period of three (3) weeks;
 - (iii) total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment with the SJAI; and

- (iv) leave granted for periods of one (1) 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 their return to work date if such change does not result in additional costs to the SJA.

28.10 Medical Appointment for Pregnant Employees

- (a) Up to one-half(1/2) day leave with pay will be granted to pregnant employees when attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

28.11 The Parties agree to apply the provisions of the Canada Labour Code relating to Compassionate Care Leave. An employee taking such leave should be aware that they be entitled to benefits under the Government of Canada EI Program.

ARTICLE 29

MATERNITY AND PARENTAL LEAVE

Maternity Leave Without Pay

29.01 This Article is intended to coincide with the Federal Legislation.

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
 - or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- (c) The extension described in paragraph (b) shall end not later than fifty-two

- (52) weeks after the termination date of pregnancy.
- (d) The SJAI 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 their pregnancy terminates;
 - (ii) use their sick leave credits up to and beyond the date that their 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.
 - (f) An employee shall inform the SJAI 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 calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

Maternity Leave Allowance

- 29.02 (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the approved Supplemental Unemployment Benefit (SUB) Plan described in paragraphs(c) to (i) below, provided that they:
- (i) have completed six (6) months of continuous employment before the commencement of their maternity leave without pay,
 - (ii) provides the SJAI with proof that they have applied for and are in receipt of pregnancy benefits pursuant to Section 22 of the Employment Insurance Act in respect of insurable employment with Saint John Airport Inc.,
and
 - (iii) have signed an agreement with the SJAI stating that:
 - (A) they will return to work on the expiry date of their maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following their return to work, as described in section (A), they will work for a period equal to the period they were in receipt of the maternity allowance;
 - (C) should they fail to return to work in accordance with section (A), or should they 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 sections (B) and, or having become disabled they will be indebted to Saint John Airport Inc. for the full amount of the maternity allowance they have received;

(allowance received) **X** (remaining period to be worked
following their 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 by the same department within a period of five days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of section 29.02(a)(iii)(B) and section 29.02(a)(iii)(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 29.02(a)(iii)(B), without activating the recovery provisions described in section 29.02(a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the approved 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 per cent (93%) of their 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 they are eligible to receive and ninety- three percent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which they 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 paragraph 29.02 (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 paragraph (c) and an employee will not be reimbursed for any amount that they may be required to repay pursuant to the Employment Insurance Act.
- (f) The weekly rate of pay referred to in paragraph (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 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 (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 (f) shall be the rate to which the employee is entitled for their substantive level to which they are appointed.
- (h) Notwithstanding paragraph (g), and subject to paragraph (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 they were 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 approved SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay

Parental Leave Without Pay

29.03

- 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 periods of up to a total of sixty-three (63) consecutive weeks in a seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- 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 periods of up to a total of sixty-three (63) consecutive weeks in a seventy-eight (78) week period beginning on the day on which the child comes into the employee's care.
- c) Notwithstanding paragraphs (a) and (b):
 - i. Where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
or
 - ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

The period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than seventy-eight (78) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify Saint John Airport Inc. at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the new-born child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The SJAI 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 at the SJAI shall not exceed a total of eighty-six (86) weeks for both individuals combined in respect of a given child.
- (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.

Parental Allowance

- 29.04 (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the approved Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i) below, providing they:
- (i) have completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - (ii) provide the SJAI with proof that they have applied for and are in receipt of parental benefits pursuant to Section 23 of the Employment Insurance Act in respect of insurable employment with the SJAI; and,
 - (iii) have signed an agreement with the SJAI stating that:
 - (A) the employee will return to work on the expiry date of all periods of their parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) following their 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 the parental allowance, in addition to the period of time referred to in section 29.02(a) (iii)(B), if applicable;
 - (C) should they fail to return to work in accordance with section (A) or should they 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 sections (B), or having become disabled, they will be indebted to Saint John Airport Inc. for an amount determined as follows;

$$\begin{array}{ccc} \text{(allowance received)} & \times & \begin{array}{l} \text{(remaining period to be worked} \\ \text{following their return to work)} \\ \text{(total period to be worked as} \\ \text{specified in (B))} \end{array} \end{array}$$

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 their new period of employment is sufficient to meet the obligations specified in sections (B).

- (b) For the purpose of section 29.04(a)(iii)(B) and section 29.04(a)(iii)(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 29.04(a)(iii)(B), without activating the recovery provisions described in section 29.04(a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the approved 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 their 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 (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 they are eligible to receive and ninety-three per cent (93%) of their weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which they 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 approved 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 (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
- (f) amount that they are required to repay pursuant to the Employment Insurance Act.

- (g) The weekly rate of pay referred to in paragraph (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) 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 or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (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.
- (h) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- (i) Notwithstanding paragraph (g), and subject to subparagraph (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.
- (j) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (k) Parental allowance payments made under the approved SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

ARTICLE 30

STAFFING PROCEDURES

- 30.01 The SJAI will post notice of all vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as "Job Opportunities").
- 30.02 Job opportunities will be open to all non-probationary employees. The SJAI shall make every reasonable effort to notify all employees on leave or off shift of all job opportunities. The SJAI will undertake internal competition first to seek qualified candidates or candidates who, in the determination of the SJAI, in accordance with this collective agreement, could qualify within a reasonable period of time. By mutual consent the opportunities may be advertised externally at the same time as the internal posting where it appears there will be no qualified candidates.
- 30.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the closing date.
- 30.04 The poster shall contain the requirements and the salary of the Job Opportunity. In this article, "Requirements" means skills, qualifications, abilities, experience, licence, trades ticket and certification.

- 30.05 The Requirements contained in the posting shall be fair and reasonable in relation to the Posted Position.
- 30.06 The poster shall be forwarded to the PSAC prior to posting.
- 30.07 The candidates for the Posted Position will be evaluated according to the posted requirements. In filling the Posted Position, the position shall be awarded based on the requirements. The candidates will be evaluated in a fair and reasonable manner without discrimination and the SJAI will offer the position in descending order to the most qualified candidates. Where assessed as relatively equal the candidate with the greatest seniority shall be offered the position.
- 30.08 Candidates shall normally be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.
- 30.09 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option, may discuss the assessment with Saint John Airport Inc. If requested by the employee, the reason(s) will also be communicated in writing. If requested by the employee, in writing, the SJAI will provide full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.
- 30.10 Trial Period
- (a) Successful candidate shall be subject to a trial period of sixty (60) working days, or in the case of firefighter certification, tied to the certification period.
 - (b) During the trial period, if the employee proves to be unsatisfactory in the position, or if the employee requests to be returned to their former position, this shall be at the appropriate rate of pay without loss of seniority. An extension of thirty (30) days may be mutually agreed to by SJAI and the union local.
 - (c) When the above mentioned employee is returned to their former position, the employee in that position shall be returned to their former position and appropriate rate of pay without loss of seniority.

ARTICLE 31

JOB CLASSIFICATION AND STATEMENT OF DUTIES

- 31.01 The PSAC job classifications at Saint John Airport Inc. shall be as listed in Appendix "A", Rates of Pay.

- 31.02 (a) When there is a new job classification created after this agreement comes into force and, after negotiations with PSAC, there is a disagreement with the proposed classification and salary level for the position assigned by management in accordance with Job Evaluation Plan, the issue may be grieved in accordance with Article 11.
- (b) Should SJAI, after this agreement comes into force, exercise its right to assign significant additional or lesser duties and responsibilities to an employee within a classification outside the normal duties and responsibilities of that classification, the classification for such employee shall be modified as deemed appropriate by SJAI and, if applicable, shall be in accordance with 22.04. In the event of any disagreement with such classification rating which cannot be resolved with PSAC, the matter may be grieved in accordance with Article 11.

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 SJAI's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.
- (c) SJAI management and supervisors will undertake at least one performance review per employee per calendar year. This session will be used to discuss employee performance, clarify employee career aspirations, identify training requirements to assist in reaching career objectives, and establish training and development plans for the next twelve (12) months. Performance reviews are non-disciplinary.
- 32.02 (a) Prior to an employee performance review the employee shall be given:
- (i) The evaluation form which will be used for the review;
 - (ii) Any written document which provides instructions to the person conducting the review;

- (b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 32.03 An employee has the right to make written comments to be attached to the performance review form.
- 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 SJAI. Upon request, an employee will be given a copy of their personnel file.
- 32.05 The SJAI shall maintain one (1) personnel file for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee in accordance with Article 12.

ARTICLE 33

TECHNOLOGICAL CHANGE

- 33.01 The parties agree that they shall be governed by the definition of technological change as follows:
 - (a) the introduction by the SJAI into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by Saint John Airport Inc. in the operation of the work, undertaking or business; or
 - (b) a change in the manner in which the SJAI carries on the work, undertaking or business that is directly related to that equipment or material.
- 33.02 Whenever the SJAI proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the SJAI shall give notice of the technological change to the PSAC at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.
- 33.03 The notice mentioned in clause 33.02 shall be given in writing and shall contain the following information:
 - (a) the nature of the technological change;
 - (b) the date upon which the SJAI proposes to effect the technological change;
 - (c) the approximate number and classification of employees likely to be affected by the change;

- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected; and
 - (e) all pertinent data relating to the anticipated effects on employees.
- 33.04 After the SJAI has given the PSAC the notice described in 33.02 the SJAI shall, on the request of the PSAC, provide the PSAC with a statement in writing setting out:
- (a) a detailed description of the nature of the proposed technological change;
 - (b) the names of those employees who will initially be likely to be affected by the proposed technological change; and
 - (c) the rationale for the change.
- 33.05 During the notice period described in Article 33.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.
- 33.06 Where as a result of technological change, the SJAI acting reasonably and following consultation identified in 33.05 determines that training is required in order for the employees affected to perform the work normally performed by the employee, such training shall be provided by Saint John Airport Inc. at no expense to the employee. The SJAI will make every reasonable effort to provide such training during the employee's working hours. Salary and benefits in accordance with the collective agreement shall be maintained for employees engaged in such training.

ARTICLE 34

SEVERANCE PAY

- 34.01 The Saint John Airport Inc. assumed operation of the Saint John Airport on the date of transfer and severance pay is only calculated for the period of time that the employee is actually employed by the Saint John Airport Inc. and does not apply to any prior employment with the Government of Canada or any other organization.
- 34.02 Under the following circumstances and subject to 34.03 below, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:
- (a) Lay-Off
 - (i) On the first layoff two (2) weeks' pay for the first complete year of continuous employment, subsequent to the date of transfer and one

(1) week's pay for each additional complete year of continuous employment.

- (ii) On second or subsequent layoff one (1) week's pay for each complete year of continuous employment less any period in respect of which the employee was granted severance pay under sub-clause a (i) above.

(b) Resignation

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

(c) Rejection on Probation

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

(d) Retirement

- (i) On retirement, when an employee is entitled to an immediate annuity or an immediate annual allowance under the Saint John Airport Pension Plan, or

- (ii) A part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if they were a contributor under the Saint John Airport Pension Plan, would be entitled to an immediate annuity there under, or who would have been entitled to an immediate annual allowance.

- (iii) Unless otherwise agreed to by the Parties, for those full time employees having greater than ten (10) years of consecutive service and who are eligible for and take early retirement, SJAI will provide four (4) weeks of severance in addition to the normal allotment upon retirement by such employee, provided the following two conditions are met:

1. For Aircraft Rescue Firefighter (ARFF) Certified employees, a period equal to at least nine (9) months written notice of intent to retire on a specific date is provided and fulfilled; for all other employees the required notice period is at least six (6) months; and,
2. The employee during the notice period does not utilize more than the amount of sick leave earned by that employee during the appropriate notice period.

A severance payment in respect of the employee's complete period of

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

(e) Death

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

(f) Release for Incapacity or Incompetence

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

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

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

34.04 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for their classification as prescribed by this Collective Agreement on the date of the termination of the employee's employment.

ARTICLE 35

BREAK IN SERVICE AND EMPLOYMENT

35.01 Service and employment will be terminated when an employee:

- (a) resigns except when within forty-eight (48) hours of resigning, the employee has rescinded their resignation; or
- (b) retires; or

- (c) is discharged for just and sufficient cause; or
- (d) abandons their position by failing to report for duty for five (5) consecutive days/shifts unless the employee provides an explanation for their absence which is satisfactory to the SJAI.

ARTICLE 36

SENIORITY

- 36.01 (a) For employees who were in the bargaining unit on July 23, 1999 and who transferred from the federal government on June 1, 1999 seniority shall mean length of service with the SJAI and length of continuous service with the federal government prior to transfer.
- (b) For all other employees, seniority means length of service in the bargaining unit.
- (c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
- 36.02 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 25, Vacation Leave) in the absence of mutually agreed upon systems in each work group.
- 36.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:
 - (a) the employee who commenced work at the earliest hour of the day shall be senior;
 - (b) if 36.03 (a) fails to resolve the order of seniority then, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random by concerned employees in the presence of a representative of the PSAC.
- 36.04 (a) 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 SJAI and posted on bulletin boards, with a copy forwarded to the President of the PSAC local.
- (b) An employee who feels that they are improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 36.05 (a) Employees temporarily appointed or on an 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.
- (b) No employee shall be transferred to a position, nor required to perform any work, outside the bargaining unit.

- 36.06 An employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.
- 36.07 An employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit.

ARTICLE 37

HEALTH AND SAFETY

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

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

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

- 37.02 The SJAI and the PSAC agree that work practices shall be governed by the Canada Labour Code and its regulations. The SJAI may develop and issue safe practice regulations in consultation with the Health and Safety Committee.
- 37.03 A joint Occupational Safety and Health (OSH) Committee shall be formed and will operate in accordance with Part 11, Section 135 of the Canada Labour Code.
- 37.04 When an employee notes that the health or safety of the employee(s) is compromised due to the quality of the work environment, they are obliged to inform Saint John Airport Inc. without delay in writing, or orally if they believe the situation is urgent.

Accordingly, the SJAI shall:

- (a)
 - (i) shall take appropriate precautions where required;
 - (ii) carry out the necessary inspection, analyses and investigations in the presence of an OSH committee representative, and provide the committee members with a copy of the report arising from these inspections, analyses and investigations;
 - (iii) place the incident report on the agenda of the next meeting of the OSH Committee.
- (b) Any incident report arising from the examination of a problem will be sent to the Local of the PSAC.

- (c) If the PSAC or the Local of the PSAC is not satisfied with the results of the investigation report it may request that the OSH Committee conduct another investigation.
- (d) A PSAC and a management member of the OSH Committee must be present at all investigations or inspections rising under Article 37.04(a) (ii) of this clause.

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

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

Saint John Airport Inc. shall notify the Local of incidents of this nature.

37.06 The SJAI will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. All Aircraft Rescue Firefighter (ARFF) Certified employees shall be first aid certified to the current Transport Canada AFF Certification Standards. Current certificates covering St. John's First Aid, CPR and Oxygen Therapy will be provided.

37.07 When an employee who is pregnant or believes she is pregnant or is nursing her child and expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child or child who is nursing and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the SJAI shall make every effort to modify her work, or find alternate duties for the employee within or outside the bargaining unit after consultation with the PSAC and in a manner consistent with the Collective Agreement.

37.08 All employees are entitled to work in an environment free of violence in any form. The SJAI shall ensure that any act of violence will not be tolerated. The OSH committee shall recommend to the SJAI both preventative and corrective policies designed to prevent violence in the workplace.

37.09 SJAI in consultation with the local and based upon the recommendations of the Joint Occupational Health and Safety Committee will coordinate the provision of training related to health and safety generally, and in accordance with the mandatory requirements of the Canada Labour Code.

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

- (a) Newly hired employees who have completed thirty (30) days of continuous service shall receive three (3) days of sick leave credit. In following months, Employees will earn sick leave credits at the following rates:
 - (i) an employee other than term employees shall earn sick leave credits at the rate of one and one-quarter (1 ¼ %) days for each calendar month for which the employee received pay for at least ten (10) days;
 - (ii) A Fire-fighter whose work schedule requires one hundred and twenty-one (121) shifts per year shall earn credits at the rate of .556 of a shift for each calendar month for which the employee earns pay for at least five (5) shifts.
- (b) a shift worker shall earn additional sick leave credits at the rate of one-sixth (1/6) of a day for each calendar month during which the employee works shifts and 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.
- (c) Firefighters shall earn additional sick leave credits at the rate of one (1) hour for each calendar month during which they work shifts and receive pay for at least five (5) shifts. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used all earned sick leave credits during the current fiscal year.

Granting of Sick Leave

38.03 An employee shall be granted sick leave with pay at a rate of one hundred percent (100%) of the employee's normal rate of pay when the employee is unable to perform their duties because of illness or injury provided that:

- (i) The employee satisfies the SJAI of this condition in such manner and at such time as may be determined by the SJAI; and
- (ii) The employee has the necessary sick leave credits.
- (iii) Employees may use up to eight (8) hours sick leave credits for a medical, dental, or legal appointment for that employee. An employee is expected to make reasonable efforts to schedule such appointments to minimize the employee's absence from work.

38.04 (a) Unless otherwise informed by the SJAI, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties, shall, when delivered to the SJAI, be considered as meeting the requirements of clause 38.03.

- (b) Where an employee requires a medical certificate as per a) above, the

employee shall submit a certificate upon return to work.

38.05 When an employee has insufficient credits or no credits to cover the granting of sick leave with pay under the provisions of clause 38.03, sick leave with pay may, at the discretion of the SJAI, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

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 same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

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 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 SJAI or reinstated for use at a later date.

ARTICLE 39

PENSION PLAN

39.01 The SJAI agrees to continue participation in the College of Applied Arts and Technology ("CAAT") DBplus Pension Plan (hereinafter referred to as "CAAT DBplus"). The current Airport Authority/employee sharing of premiums shall continue.

39.02 The Union confirms that it has reviewed what it deems necessary with respect to CAAT DBplus. The Employer provides no representations/warranties, assurances or guarantees to the Union or to the PSAC bargaining unit employees in respect of the CAAT DBplus plan, the same having been proposed by and introduced to the Employer by the Union.

39.03 The Union understands the risks associated with the participation of the PSAC bargaining unit employees in CAAT DBplus.

39.04 The Union acknowledges that the Employer is not the administrator of CAAT DBplus and it is understood and agreed that the legal obligations of the Employer under CAAT DBplus are limited to the Employer's express obligations under the terms of CAAT DBplus and applicable laws which, without limitation, would not include responsibility for the ongoing administration, investment or governance of CAAT DBplus.

39.05 The Employer contributions (the "Fixed Employer Contributions") and the Employee contributions are fixed and shall not change unless mutually negotiated otherwise between the Employer and the Union and any such change is accepted by the administrator of CAAT DBplus (provided, that it is understood and agreed that the Employer and Employee contribution rate may be equally reduced by CAAT, acting in

its sole discretion, including where doing so would be required or permitted under CAAT's funding policy for CAAT DBplus). For greater certainty, it is acknowledged that the sole funding obligation of the Employer under CAAT DBplus is to remit the Fixed Employer Contributions identified in this paragraph (as such amounts may be modified as described herein) and that the Employer's initial and ongoing participation in CAAT DBplus is conditional upon the Employer having no obligation (or contingent obligation) to remit any additional contributions, including in respect of any solvency deficiency, going-concern unfunded liability or wind-up deficit under CAAT DBplus, and, other than as required under the participation agreement having no employer withdrawal liability under CAAT DBplus should the Employer ever cease to participate in the plan.

- 39.06 Notwithstanding anything to the contrary in this collective agreement, it is acknowledged and agreed that the Employer may, in its sole discretion, not participate in the CAAT DBplus Plan or elect to withdraw from CAAT DBplus in the event of any changes to applicable law or the terms of CAAT DBplus which result in the Employer's funding obligations ceasing to be limited to remitting the Fixed Employer Contributions. For greater certainty, this would include, without limitation, any requirement for the Employer to make any contributions to fund a solvency deficiency, going concern unfunded liability, wind-up deficit or the imposition of any employer withdrawal liability, including where any such funding requirement is contingent upon the occurrence of another event such as plan wind-up or the subsequent withdrawal of the Employer from CAAT DBplus. If the Employer has elected to cease its participation in CAAT DBplus in accordance with this paragraph or if the Employer's participation in the Plan is terminated in accordance with the terms of the Participation Agreement, the Employer shall notify the Union and the Employer and the Union shall enter into good faith discussions regarding the establishment or participation in successor fixed cost pension and/or retirement plan arrangements for affected members of the bargaining unit (the "Successor-Arrangements"). Until such time as the Successor Arrangements have been established, the Employer shall provide each affected member of the bargaining unit with additional compensation (in such form determined by the Employer) that is equal to the Fixed Employer Contributions that the Employer would have otherwise made under CAAT DBplus in respect of each such employee.
- 39.07 The actual text of the Pension Plan documents registered with the regulatory authorities shall govern in all situations requiring clarification or interpretation of the terms of this Plan. Further information is contained in the booklet provided to each employee.
- 39.08 The SJAI agrees to recommend, support and vote in favour of a representative from the Public Service Alliance of Canada to sit on the national Canadian Airports Council Pension Committee.
- 39.09 Effective July 1, 2025 the Employer will match contributions of 6.50% of an employee's annual salary. Effective January 1, 2026 the Employer will match contributions of 6.75% of an employee's annual salary.

ARTICLE 40

BENEFIT PLANS

40.01 The SJAI agrees to provide the Employee Life Insurance Program and the Disability Insurance Program offered by the Canadian Airports Council plan and maintain the current Airport Authority/Employee sharing of premiums.

40.02 Health Care Plan

The SJAI will continue to provide Health Care Insurance and Dental Insurance as offered by the Canadian Airports Council plan. The SJAI will pay 100% of the premium.

40.03 The SJAI reserves the right to amend or replace the existing benefits plan and/or program currently provided in Sun Life contract number 50871 provided that the amended or new plan and/or program will provide benefits that are at least comparable to those provided in Sun Life contract number 50871.

40.04 The actual text of the Insurance and Health Care documents registered with the regulatory authorities shall govern in all situations requiring clarification or interpretation of the terms of this Plan. The provisions of this plan are contained in the Sun Life Group Benefits Plan (Contract Number 50871) booklet provided to all employees of the Saint John Airport Inc.

40.05 The SJAI agrees to recommend, support and vote in favour of a representative from the PSAC to sit on the national Canadian Airports Council Health and Benefits Committee.

40.06 The SJAI shall undertake to assure legal defence of any employee who is sued as a result of acts arising from the normal performance of the employee's duties provided the employee was not acting in a grossly negligent manner.

ARTICLE 41

REGISTRATION FEES

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

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

ARTICLE 42

BILINGUAL POSITIONS

- 42.01 The SJAI will determine if a requirement for a bilingual position exists.
- 42.02 Employees who occupy a bilingual position and who can demonstrate the level of proficiency specified by the SJAI will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.
- 42.03 The SJAI will utilize the services of a recognized third party to assess an employee's ability to meet the language proficiency specified in the job description of the bilingual position.

ARTICLE 43

PARKING

- 43.01 The SJAI will provide free parking to all employees provided that the SJAI has sufficient suitable space available. It is understood that those employees having access to electrical plug-ins will be grand parented.

ARTICLE 44

TRAVEL

- 44.01 Where the SJAI requires an employee to travel more than forty-eight (48) kms from the Greater Saint John area on:
- (i) a day of rest, or a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the straight time rate of pay;
 - (ii) on a normal working day on which the employee works and/or travels, the employee will be paid:
 - (a) their regular pay for the day; and
 - (b) pay for additional travel time outside the employee's normal hours of work to a maximum of twelve (12) hours' pay at the straight time rate of pay.
- 44.02 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the SJAI.
- 44.03 The SJAI will, as a minimum, compensate employees for reasonable expenses incurred travelling on SJAI requested business including but not limited to meals and commercial accommodations. Employees travelling on Saint John Airport

business will be paid a per diem to cover the cost of meals and incidentals. The per diem rate, effective the date of signing of this agreement, will be eighty dollars (\$80).

The per diem is broken down as follows:

Breakfast	\$15.00
Lunch	\$20.00
Supper	\$40.00
Incidentals per day	\$15.00
Mileage per km	\$ 0.49

Private Accommodation per day \$50.00

- Note:
- 1) US travel is reimbursed at the same rates in US dollars.
 - 2) Future increases in travel rates as approved by the Board of Directors, Saint John Airport Inc., will apply to all employees and shall be universal in all applications.
 - 3) Hotel accommodations, airfare and ground transportation costs will be reimbursed upon presentation of receipts.
 - 4) The SJAI shall arrange for car rentals and shall not require employees to utilize their personal credit card for this expense;
 - 5) Employees shall be provided an advance no later than three business days prior to departure. The amount of the advance shall be sufficient to cover the employee's total estimated expenses for the trip;
 - 6) One five (5) minute long distance phone call to a family member for each day in travel status.

ARTICLE 45

UNIFORMS, CLOTHING AND TOOLS

- 45.01 For the health and safety of employees the SJAI will provide uniforms, protective clothing and a boot allowance on an individual basis to those employees who are required by Saint John Airport Inc. to wear them on duty.
- 45.02 The SJAI will provide special protective clothing and outerwear when the nature of the work requires such clothing for reasons of occupational health and safety. The company will comply with all required CSA and WCB standards for such clothing. The Occupational Health and Safety committee will determine the need for such clothing.
- 45.03 Supply and installation of identification crests will be the responsibility of the SJAI.
- 45.04 The SJAI will provide clothing items listed below under the following:

- (a) all clothing items, whether purchased by the SJAI or employee shall meet any required standard as accepted and determined by the committee;
- (b) initial fitting is the responsibility of the SJAI. It is the responsibility of the employee to keep management advised of any change in size prior to any order being placed;
- (c) the SJAI shall reimburse a maximum of two-hundred and fifty (\$250) every year for full time employees (can be accumulated for two (2) years up to a maximum of \$500) and every two (2) years for seasonal employees (can be accumulated for four (4) years up to a maximum of \$500) who are required to wear safety footwear. All safety footwear shall be CSA approved and must be worn at work by all maintenance and firefighting personnel.

45.05 The SJAI agrees to provide the following safety (protective) equipment; and any additional safety equipment as determined by the Occupational Safety and Health Committee:

- Safety hat, safety eyewear protection, protective gloves, safety vests and hearing protection. This clause does not include any item(s), the cost of which has been paid under any other agreement or agency.

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

45.07 Parkas, coveralls and snow pants will be cleaned annually, or as needed, by Saint John Airport Inc. at no cost to the employee unless the items in question can be laundered by the employee.

45.08 The SJAI will continue to provide a clothing washer and dryer onsite.

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

45.10 **Clothing Policy (AOS and FR Personnel Specific)** The following shall be no less than NFPA and CGSA Standards.

<u>Initial Issue</u>	<u>{New Employee}</u>	<u>Replacement Cycle</u>
Work Pants	(3)	As required
Shirts	(4) (choice-long or short sleeve)	4 per year
Belt		1 every 3 years
Summer Jacket	(1)	1 every 4 years
Winter Jacket	(1)	1 every 4 years
Sunglasses	(1)	As required
Ball Caps	(1)	1 per year
Coveralls	(1)	1 per year
Wool Sweater	(2)	As required
Winter Gloves	(1)	1 per year
	(1)	

Protective Gear

Barnas	(1) pr.	Annually or as required
Bunker Boots	(1)	As required
Bunker Pants	(1)	As required
Bunker Jacket	(1)	As required
Helmet and Visor	(1)	As required
Balaclava	(1)	As required
FF Gloves	(1)	As required
Work Gloves	(2)	2 per year
Pocket Mask	(1)	As required
SCBA Face piece	(1) (Incl. spectacle kit if required)	As required
Steel Toe Rubber Boots	(1)	As required

45.11 Clothing Policy (Maintenance specific)

Initial Issue	(New Employee)	Replacement Cycle
Work Pants	(3)	3 per year
Shirts	(6)(choice-long or short sleeve)	6 per year
Summer Jacket	(1)	1 every 2 years (if required)
Winter Jacket	(1)	1 every 2 years (if required)
Sunglasses	(1)	1 as required
Ball Caps	(2)	2 per year
Winter Gloves	(1)	1 as required, if required
Rain Jacket	(1)	1 as required, if required
Rain Pants	(1)	1 as required, if required
Rain Hood	(1)	1 as required
Coveralls or Smocks	(2)	2 per year
Work Gloves	(2)	As required
Rubber Boots	(1)	As required
Snow Pants		When deemed by management to be required
Rainproof/insulated Coveralls		When deemed by management to be required
(Not to equip more than three people)		

- 45.12 Administrative employees shall be provided with an annual clothing allowance of three hundred and twenty-five (\$325.00) (on the first pay period of each year). For reimbursement purposes, clothing purchases must be approved and shall bear the SJAI logo, where appropriate, the installation of which shall be the responsibility of the Employer.

ARTICLE 46

STANDARD OPERATING PROCEDURES

- 46.01 Standard Operating Procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Code or the Collective Agreement and an allegation of such contravention is subject to the grievance procedure.

ARTICLE 47

LONG SERVICE PAY

- 47.01 This Article applies to **Aircraft Rescue Firefighter (ARFF) Certified employees** only.
- 47.02 An employee, who receives pay for at least eighty (80) hours for each of twelve (12) consecutive months for which the employee is eligible to receive long service pay, beginning October 1st of each year, is entitled to be paid in a lump sum an amount related to the employee's period of continuous employment with the SJAI as set out in the following table:

(continuous employment will include prior public service for those employees who transferred to SJAI June 1, 1999)

Period of Continuous Employment	Annual\$
5 to 9 years	\$ 500
10 to 14 years	\$ 500
15 to 19 years	\$ 580
20 to 24 years	\$ 710
25 to 29 years	\$ 950
30 years or more	\$1,100

47.03 An employee, who does not receive at least eighty (80) hours pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning October 1st of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in Clause 47.02 for each month for which they receive at least eighty (80) hours pay.

47.04 Where an employee does not complete the employee's specified period of continuous employment upon the first day of a calendar month, the employee shall, for the purpose of Clause 47.02, be deemed to have completed the specified period of employment:

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

ARTICLE 48

AGREEMENT RE-OPENER

48.01 This Agreement may be amended by mutual consent.

ARTICLE 49

ARFF PHYSICAL FITNESS

49.01 The parties agree that Aircraft Rescue Firefighter (ARFF) Certified employees should maintain a minimum level of physical fitness 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 A joint committee (consisting of one (1) Aircraft Rescue Firefighter (ARFF) Certified employee from each crew and an SJAI representative) will be struck to make recommendations in accordance with clause 49.04 and to oversee the development and functioning of the physical fitness program and for the ongoing purpose of improving or expanding the program.
- 49.03 For employees who have failed to achieve an acceptable performance under clause 49.06, such a program will include, but will not be limited to, a professional assessment with follow-up advice and professional assistance in developing and maintaining a personal exercise and diet program.
- 49.04 The joint committee will schedule an initial meeting within thirty (30) days of the signing of the Collective Agreement. The joint committee will make its initial recommendations to the SJAI within six (6) months of the initial meeting. The joint committee will continue to meet, review such matters as it deems necessary, and provide recommendations throughout the life of the Agreement. Time spent preparing for, attending and completion of follow-up on decisions of the meetings will be considered time worked and paid in accordance with the Collective Agreement.
- 49.05 (a) Operational requirements permitting, ACS and FR employees 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 SJAI. The joint committee will review the exercise facilities and equipment as part of its mandate and oversee any necessary improvements or changes implemented as a result of its decision.
- (b) Aircraft Rescue Firefighter (ARFF) Certified employees 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 Failure to achieve an acceptable performance on the annual physical fitness test shall result in mandatory participation, as per clauses 49.03 and 49.05.

ARTICLE 50

DURATION

- 50.01 The term of this Collective Agreement commences **January 1, 2024** and ends on **December 31, 2027**. Unless otherwise provided in the individual Memorandums of Agreement signed by the representatives of the parties, the provisions of this Agreement are effective on the date of ratification, except for Salary - Appendix "A", which will be retroactive as contained in the terms of the Memorandum of Agreement as signed and dated by the parties.

Ratified November 19, 2024; and signed at Saint John this 5th day of February, 2025.

SAINT JOHN AIRPORT INC.

PUBLIC SERVICE ALLIANCE OF CANADA
UCTE Local 60615


box SIGN 1R662L3X-4KJ88VZR

Alexander Ross
President & CEO



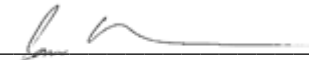
Chris Di Liberatore
Regional Executive Vice-President



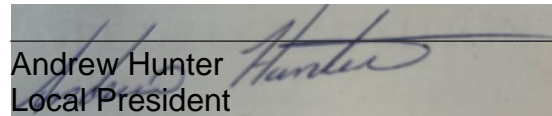
Greg Hierlihy
VP of Finance & Operations



Mark Power
UCTE Regional Vice-President, Atlantic



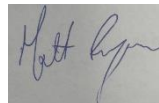
Jamie DeGrace
Director of Operations



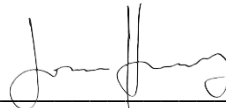
Andrew Hunter
Local President
Negotiating Team, Local 60615



Kelly MacKinnon
Negotiating Team, Local 60615



Matthew Ryan
Negotiating Team, Local 60615



Joanne Hussey
Negotiator, PSAC

APPENDIX "A"

RATES OF PAY - PAY NOTES

Saint John Airport ("the Employer") & PSAC Local 60615 ("the Union")

APPENDIX A

Band	From	To	Points	Differential
1	329	380	60	5%
2	381	441	60	5%
3	442	502	60	5%
4	503	563	60	5%
5	564	624	60	9%
6	625	685	60	10%
7	686	746	60	10%

Job Title	Points	Band
Administrative Assistant (Level I) *	387	2
Administrative Assistant (Level 11)	455	3
Equipment Ooerator	482	3
Seasonal Equipment Operator	482	3
Financial Analyst (Level I) *	46	3
Financial Analyst (Level II)	545	4
Mechanical Structural Soecialist	525	4
Mechanic	540	4
Electrician (Level I) *	555	5
Electrician (Level II)	575	5
Winter Maintenance Foreman **	572	5
Firefighter	572	5
Airport Operations Specialist	580	5
Maintenance Supervisor **	635	6

% Economic Increase	
2024	5.75%
2025	4.0%
2026	2.25%
2027	2.25%

Position Title	Current at Dec 31 2023	Jan 1 2024	Jan 1 2025	Jan 1 2026	Jan 1 2027
Administrative Assistant (Level I)*	\$28.12	\$29.74	\$30.93	\$31.62	\$32.33
Administrative Assistant (Level II)	\$29.52	\$31.22	\$32.47	\$33.20	\$33.94
Equipment Operator	\$29.52	\$31.22	\$32.47	\$33.20	\$33.94
Seasonal Equipment Operator	\$29.52	\$31.22	\$32.47	\$33.20	\$33.94
Financial Analyst (Level I)*	\$29.52	\$31.22	\$32.47	\$33.20	\$33.94
Financial Analyst (Level II)	\$31.01	\$32.79	\$34.10	\$34.87	\$35.66
Mechanical Structural Specialist	\$31.01	\$32.79	\$34.10	\$34.87	\$35.66
Mechanic	\$31.01	\$32.79	\$34.10	\$34.87	\$35.66
Electrician (Level I)*	\$31.01	\$32.79	\$34.10	\$34.87	\$35.66
Electrician (Level II)	\$33.64	\$35.57	\$37.00	\$37.83	\$38.68
Winter Maintenance Foreman**	\$33.64	\$35.57	\$37.00	\$37.83	\$38.68
Firefighter	\$33.64	\$35.57	\$37.00	\$37.83	\$38.68
Airport Operations Specialist	\$33.64	\$35.57	\$37.00	\$37.83	\$38.68
Maintenance Supervisor**	\$36.97	\$39.10	\$40.66	\$41.57	\$42.51

*

To attain full pay rate for position after 6 months cumulative in position; or in the case of the Airport Operation Specialist those who have successfully completed the applicable training programs associated with the position.

**

Includes supervisory pay.

Pay Notes:

1. While the Collective Agreement only takes effect upon signing, retroactive general hourly rate increases will be made to hourly wages only and are only applicable to current employees who are on the active payroll at the time of the signing of this agreement, seasonal employees and 2024 retirees. Retroactive pay will be based on straight time hours only and calculated based on the 2024 accumulated hours worked for T4 summary purposes. Retroactive pay

shall be paid within 30 days of the signing of the Collective Agreement.

2. Winter Foreman Supervisory Premium \$1.20 / hr. This premium is paid to the Airport Operation Specialist position when assigned as Winter Foreman and those duties are performed for a full shift.
3. Airport Operations Specialist Trades Premium: \$1500 / year and is paid on a quarterly basis to those eligible employees who have worked more than 50% of the scheduled hours in the quarter.
4. The pay rates chart included in Appendix A of this Collective Agreement will calculate general hourly wage increases based on the following percentages:

January 1, 2024	5.75%
January 1, 2025	4.0%
January 1, 2026	2.25%
January 1, 2027	2.25%

APPENDIX "B"

SENIORITY LIST FOR PERMANENT AND SEASONAL EMPLOYEES

SENIORITY LIST FOR PERMANENT EMPLOYEES			
1	Andrew Hunter	26-Jun-06	
2	Jack Landry	10-Mar-08	
3	Jason Price	25-May-09	
4	Kelly MacKinnon	8-Sep-09	
5	Ray Alberts	5-Oct-09	
6	Grant Brown	27-Oct-13	Note 2
7	Craig Beitz	28-Apr-14	
8	Natalie Withers	13-Jul-15	
9	Matthew Ryan	9-Sep-15	
10	Shawn Pollock	7-Dec-15	
11	Guy Arseneault	4-Jun-18	
12	Jeff Rathburn	1-May-22	Note 4
13	Alex Dobbin	1-May-22	Note 4
14	Bill Farren	2-Apr-24	Note 3
15	Jack Hanson	2-Apr-24	Note 3
SENIORITY LIST FOR SEASONAL EMPLOYEES			
1	Stephen Price	01-Dec-85 to 1991-03-31	Note 1
2	Roger Fortune	1-Dec-07	
3	Bradley Bennett	1-Dec-09	
4	Randy Folkins	14-Dec-09	
5	Michael Lutes	21-Dec-15	
6	Jason Blakney	4-Dec-19	
7	Martin Kinney	1-Jan-24	
Note 1	Stephen Price - Returned December 1, 1993		
Note 2	Grant Brown - Dec 2007 - Mar 2013 - Hired Fulltime Oct 27, 2013		
Note 3	Bill Farren and Jack Hanson (Hat Draw) November 27, 2024		
Note 4	Jeff Rathburn and Alex Dobbin (Hat Draw) December 4, 2024		

LETTER OF UNDERSTANDING # 1

BETWEEN

SAINT JOHN AIRPORT INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

SAFE WORK PROCEDURES

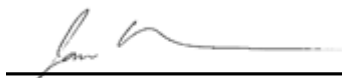
Saint John Airport Inc. agrees to adopt the following as Safe Work Procedures:

- (a) The Pesticides Standard, attached as Annex "A" to this Letter; and
- (b) The Motor Vehicle Operations Standard, attached as Annex "B" to this Letter.

Saint John Airport Inc. further agrees that no changes to these Safe Work Procedures will be made without prior consultation with the Workplace Health and Safety Committee.

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

Date: March 7, 2025



Saint John Airport Inc.



Public Service Alliance of Canada

ANNEX "A"
PESTICIDES STANDARD
SAINT JOHN AIRPORT INC.

Collective Agreement

This Standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on May 7, 2002, between the Saint John Airport Inc. (hereby referred to as "Saint John Airport Inc.") and the Public Service Alliance of Canada.

Canada Labour Code

This Standard incorporates the minimum requirements of the Canada Labour Code, Part II, and applicable regulations issued pursuant to that legislation.

Airport Authority Policy Statement on Pesticides

No Airport Authority employee shall be exposed to health hazards from pesticides. In order to ensure zero exposure to its employees, Saint John Airport Inc. shall:

- (1) contract out all pesticide use to specialised firms that are certified or licensed in accordance with the provincial Pest Control Act and Regulations;
- (2) ensure that all pesticide applications are carried out in accordance with the provincial Pest Control Act and Regulations or Canadian legislation, whichever affords employees the greatest measure of protection;
- (3) ensure that all pesticide applications are carried out when Authority employees are not present;
- (4) reach all decisions related to pesticide application, posting and subsequent safe re-entry in consultation with the Workplace Occupational Safety and Health Committee. These decisions shall conform to the minimum standards of federal or provincial legislation on pesticides and hazardous substances.

Therefore, specific procedures and provisions that are required for pesticides, on the topics of education and training, labelling, housekeeping, isolation, personal protective equipment, personal hygiene, emergencies, storage, inventories, mixing, loading, application, special equipment, transportation and disposal, are not listed in this Standard.

Definitions

Pest - any injurious, noxious or troublesome insect, fungus, bacterial organism, virus, weed, rodent or other plant or animal pest, and includes any injurious, noxious or troublesome organic function of a plant or animal.

Pesticide - a product registered and listed under the Pest Control Products Act (PCPA) and its regulations intended to prevent, destroy or manage a pest; this includes antimicrobial agents such as disinfectants and sanitizers listed in the PCP Regulations.

Qualified Person - a person who, because of knowledge, training and experience, is licensed or certified in accordance with a provincial or national program.

SPECIFIC REQUIREMENTS

1. **Integrated Pest Management (1PM)**

- 1.1 Saint John Airport Inc. shall ensure that all pesticide applicators provide a pest management program that abides by federal and provincial legislation, and that incorporates integrated pest management (1PM) principles and practices to reduce the use of broad-spectrum pesticides.
- 1.2 The goal of 1PM is to manage pests effectively, safely and economically, by
 - (a) reducing the use of broad-spectrum pesticides and using more pest/target specific control products;
 - (b) reducing the level of toxicity of products used and avoiding products officially known or suspected of being human carcinogens;
 - (c) using alternate control methods; and
 - (d) improving and perfecting application methods.
- 1.3 1PM is an approach to pest management that integrates all pest management practices and control methods into one pest management program. 1PM does not usually try to eliminate all pests, but tries to reduce the pest population to an acceptable level. In 1PM, the use of pesticides is advocated as a last resort only.
- 1.4 1PM involves identifying pests, determining the cause and source of the pest, knowing the pest's life cycle, behaviour and effects on its host, and the most vulnerable period in its life cycle; and monitoring pest activities and the effectiveness of control or management methods.

1.5 1PM requires knowing and using available methods, such as:

- (a) approved biological controls, including parasitic and predatory insects and host-specific pathogens;
- (b) maximizing a plant's health and minimizing its susceptibility to pest infestations by crop rotation, moisture control, planting techniques and sanitation;
- (c) genetic selection, i.e., choosing resistant species and varieties of plants;
- (d) mechanical controls, e.g. trapping, cultivating, physical barriers;
- (e) The use of pesticides which are of relatively low toxicity to human and animal populations and of low persistency in the environment, e.g., insecticidal soaps;
- (f) the use of conventional pesticides in a prescribed manner.

2. Signage and Posting Requirements

2.1 Five (5) days prior to a scheduled indoor pesticide application (and twenty-four (24) hours prior to an outdoor application), all potentially exposed employees shall be informed of the intended pesticide application by way of posted signs and a notice. In emergency cases, the indoor five-day (5) period can be shortened, following consultation with potentially-exposed employees.

2.2 Signs and notices shall include:

- (a) The following wording: "Warning - Pesticides used/ Attention - Pesticides utilizes";
- (b) Name of the product to be used;
- (c) PCP registration number;
- (d) Reason for application;
- (e) Date of application;
- (f) Telephone number to contact for information;
- (g) Time for safe re-entry into the treatment area.

2.3 Outdoor signs shall contain a warning pictogram that alerts the public not to touch or walk on treated plants or areas; these signs must be made of weather-resistant material, approximately 50 cm high by 40 cm wide.

2.4 Both indoor and outdoor signs shall remain posted for at least forty-eight (48) hours after application, unless a longer time is specified for safe re-entry.

3. Emergency Response

- 3.1 Emergency telephone numbers for the Security Operations Centre shall be prominently displayed.
- 3.2 Decontamination of a spill site shall be carried out in accordance with Saint John Airport Inc.'s Emergency Plans and by a person specifically trained in decontamination of pesticide spills and supervised by a qualified person.
- 3.3 In the event of an accident involving Authority employees, First Aid instructions and emergency procedures as detailed on the product label, the MSDS and in manufacturer's literature shall be followed for suspected pesticide poisoning.

4. Monitoring and Records

- 4.1 Procedures involving the use of pesticides shall be monitored at regular intervals by Saint John Airport Inc. to ensure that prescribed safety procedures are being followed.
- 4.2 The Joint Occupational Safety and Health Committee shall be advised of health and safety investigations related to pesticide use for Saint John Airport Inc., prior to their being conducted. All reports and data from monitoring shall be made available to the Occupational Safety and Health Committee.
- 4.3 Any Authority personnel exposed to pesticides shall not be unreasonably denied access to a medical examination in accordance with the provisions of the provincial Pest control Act and Regulations. All medical records obtained during examination of an employee, including detailed employee history of exposure, shall be maintained by Saint John Airport Inc.. Records shall be made available to an employee's physician upon request.
- 4.4 Saint John Airport Inc. shall maintain long-term records on the application of pesticides by its contractors, including all environmental sampling data and reports. The application records shall contain the following information as a minimum:
 - (a) Pesticide applied;
 - (b) PCP registration number;
 - (c) Application rate;
 - (d) Application site;
 - (e) Method of application;
 - (f) Persons applying the pesticide;


(g) Reason for application;

(h) Unusual circumstances which occurred during the application;

(i) Reports of health or safety investigations conducted, including all sampling data and other relevant information.

4.5 Copies of the above records shall be placed as a reference on the personal file of employees who request it.

Date: March 7, 2025



Saint John Airport Inc.



Public Service Alliance of Canada

ANNEX "B"
MOTORVEHICLE OPERATIONS STANDARD
SAINT JOHN AIRPORT INC.

Collective Agreement

This Standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on May 7, 2002, between the Saint John Airport Inc. (hereby also referred to as "SJA") and the Public Service PSAC of Canada.

Purpose

This Standard outlines the requirements for the safe operation of motor vehicles owned or leased by Saint John Airport Inc. to ensure the safety and health of employees and the public and to avoid property or equipment damage. The standard incorporates the minimum requirements of the Canada Labour Code, Part II, and applicable regulations issued pursuant to that legislation.

Definitions

- (1) *motor vehicle* means a truck, tractor, trailer, semi-trailer, automobile, bus, all-terrain vehicle, snowmobile or other similar self-propelled vehicle used primarily for transporting personnel and/or material;
- (2) *Motor vehicle accident* means an event involving the operation of a vehicle which results in injury to persons and/or damage to equipment or property;
- (3) *Motor vehicle operator* means any employee who is required to operate a motor vehicle in the performance of the employee's duties;
- (4) *Qualified personnel* means, in respect of a specified duty, a person who, because of knowledge, training and experience, is qualified to perform that duty safely and properly.

SPECIFIC REQUIREMENTS

1. General Responsibilities

Saint John Airport Inc. is responsible for:

- (1) developing accurate rules and procedures for the safe operation of motor vehicles in accordance with the general principles set forth in this Standard;
- (2) analyzing and evaluating motor vehicle accident reports and statistics, determining the cause of accidents and utilizing this information to prevent additional accidents from similar causes;
- (3) ensuring that every motor vehicle is maintained in a safe operating condition;
- (4) ensuring that motor vehicle operators are qualified in all respects to operate the vehicles to which they are assigned;
- (5) enforcing safe driving rules and traffic regulations on premises and in operations under their control;
- (6) cooperating with civil authorities in the enforcement of traffic laws and the observance of safe practices; and
- (7) ensuring that employees are fully informed of the correct procedures to be followed in the event of an accident.

2. Safe Operation of Motor Vehicles

- 2.1 The operation of an unsafe motor vehicle is prohibited. A motor vehicle is unsafe when any defects exist which, in the judgment of the responsible supervisor in consultation with a qualified motor vehicle mechanic, could contribute to an accident. A motor vehicle operator shall not be required to operate a mechanically unsafe vehicle or a vehicle loaded in a hazardous manner.
- 2.2 All motor vehicles, including emergency motor vehicles, shall be operated in a prudent manner and at speeds compatible with road, traffic, weather and visibility conditions, and in compliance with the appropriate federal, provincial, territorial or municipal laws.

3. Medical Examinations

- 3.1 Medicals, if required by Part X of the Canadian Occupational Safety and Health Regulations under the Canada Labour Code - Part II, will be carried out in accordance with Part X of the Regulations. All costs of such medicals will be paid by Saint John Airport Inc..

4. Qualification of Motor Vehicle Operators

- 4.1 Every motor vehicle operator shall possess a valid license to operate the motor vehicle to which the operator is assigned in accordance with the appropriate provincial or territorial law, or as may be otherwise required by regulations or statutes applicable to Saint John Airport Inc..
- 4.2 In addition, motor vehicle operators may be required to demonstrate their competence to operate assigned motor vehicles and, in this regard, appropriate records shall be maintained.

5. Training

- 5.1 Saint John Airport Inc. shall, where appropriate, institute or participate in motor vehicle operator training programs designed to provide:
- (1) Training to acquaint personnel with changes in equipment or operating conditions;
 - (2) Refresher training for returning seasonal vehicle operators, on a yearly basis;
 - (3) Remedial training to offset specific weaknesses indicated by accident records, traffic rule violations or other instances of inadequate operating performance.
- 5.2 Saint John Airport Inc. shall ensure that a record of the training required by paragraph 5.1 is maintained for each employee.

6. Investigation of Accidents

- 6.1 Every motor vehicle accident is to be investigated, the cause or causes determined, and appropriate corrective action applied, as per the Canadian Occupational Safety and Health Regulations, Part XV: Hazardous Occurrence Investigation, Recording and Reporting. Additionally, a supervisor's accident investigation report is to be completed.

- 6.2 Saint John Airport Inc. shall maintain a record of vehicle repairs or replacement as a result of accidents.

7. Servicing and Inspection

- 7.1 Saint John Airport Inc. is responsible for ensuring that the servicing and inspection of its motor vehicles meets normal preventive maintenance and safety requirements commensurate with the use of motor vehicles, but in no case shall the level of maintenance be less than the requirements outlined in the appropriate manufacturer's user manual.

8. Pre-Operation Procedures

- 8.1 Each operator is responsible for carrying out a brief inspection of the motor vehicle assigned. In the case of heavy equipment, a complete circle check and appropriate form is to be completed. Defects are to be reported promptly to the supervisor.
- 8.2 In the case of heavy equipment, a final walk-around and sounding of the horn are to be done prior to putting the vehicle in motion.

9. Safe Transportation of Personnel

- 9.1 Personnel are to be transported in passenger-type motor vehicles, such as pickups, sedans and wagons. The following safety rules shall apply:
- (1) Only authorized personnel shall be permitted to ride in motor vehicles;
 - (2) The number of persons permitted to ride in a passenger motor vehicle must not exceed the seating capacity of that motor vehicle;
 - (3) Personnel shall not be permitted to ride with any part of their person extended outside the motor vehicle or on a running board, fencer, cab, side or tailgate of a motor vehicle;
 - (4) Personnel shall not board or alight from a motor vehicle while it is in motion; and
 - (5) Tools, equipment and cargo shall be properly stowed and secured to prevent shifting in transit.

10. Fire Prevention

- 10.1 No motor vehicle shall be operated unless it is entirely free of fuel leaks.

- 10.2 Motor vehicles shall be equipped with portable fire extinguishers conforming to FC Standard No. 401, Fire Extinguishers, published by the Fire Commissioner of Canada.

11. Motor Vehicle Fuelling and Operations

- 11.1 The following safety procedures and any other applicable procedures specified by the Fire Commissioner of Canada, or that office's authorized representative, shall be followed during the fuelling of motor vehicles:
- (1) Motor vehicles are not to be fuelled indoors;
 - (2) Only a qualified person shall be permitted to fuel a motor vehicle;
 - (3) Open flame, spark-producing devices or smoking are not to be allowed within three (3) m of fuelling operations or areas;
 - (4) during fuelling, the engine of the motor vehicle must be stopped, the ignition and lights turned off, the parking or emergency brake applied, and the nozzle of the fuel hose kept in contact with the fuel intake pipe to prevent electric arcing;
 - (5) When reseNe supplies of fuel are to be carried on motor vehicles, they shall be carried in approved containers adequately secured and protected.
- 11.2 Fire safety operations for industrial trucks shall conform to FC Standard No. 304, Industrial Trucks, published by the Fire Commissioner of Canada.

12. Exposure to Exhaust Products

- 12.1 The concentration of toxic exhaust products to which the operator and other persons are exposed when working on or near motor vehicles shall not exceed the levels prescribed pursuant to Part X (Hazardous Substances) of the Canadian Occupational Safety and Health Regulations.

13. Motor Vehicle Safety Belts

- 13.1 Operators of, and passengers in, motor vehicles shall be required to fasten safety belts in the approved manner at all times when the vehicle is in motion.

14. Highway Warning Devices

- 14.1 Motor vehicles, operated on roads or in areas at speeds of more than 30 km per hour below the posted speed for the road or area, shall be equipped with a warning device as prescribed by the statutes of the province or territory in which the vehicle is operated.

- 14.2 In the event that a motor vehicle becomes disabled on or adjacent to the highway, advance warning devices such as flares or reflectors shall be placed in accordance with the statutes of the province or territory in which the vehicle is disabled.

15. First-Aid Kits

- 15.1 Motor vehicles shall be equipped with appropriate first-aid kits, taking into account the location and nature of the work in question.


16. Resolving "Qualified Person" Disputes

- 16.1 Where there **is a** dispute regarding the term "qualified person" for purposes of an occupational safety and health standard, the following procedure shall be implemented:

- (a) The employee shall raise the matter directly with the person in charge;
- (b) The person in charge shall review the employee's qualifications and decide upon the employee's status as a qualified person;
- (c) If the employee is dissatisfied with the decision, the matter shall be referred to the Safety and Health Committee established for the employee's workplace;
- (d) The Safety and Health Committee shall review the matter and make appropriate recommendations to the person in charge;
- (e) If the Safety and Health Committee does not consider itself competent to deal with the case, it shall recommend an acceptable third party to the person in charge;
- (f) The person in charge shall, pursuant to (d) or (e), take the recommendations into consideration, render a final management decision and undertake the appropriate action.

If the employee does not agree with the final decision which has been rendered, a grievance may be initiated pursuant to the Collective Agreement procedure.

Date: March 7, 2025


Saint John Airport Inc.


Public Service Alliance of Canada

LETTER OF UNDERSTANDING # 2

BETWEEN

SAINT JOHN AIRPORT INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

PURCHASING PREFERENCES

It is recognized that Saint John Airport Inc. will give preference to local suppliers when purchasing goods and services.

Saint John Airport Inc. agrees that when it is purchasing uniforms and/or safety apparel, it shall request its suppliers to also provide a quotation on such products which are "Union" made in Canada.

Where such a quotation is competitive and meets the required specifications Saint John Airport Inc. will purchase those products.

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

Date: March 7, 2025



Saint John Airport Inc.



Public Service Alliance of Canada

LETTER OF UNDERSTANDING # 3

BETWEEN

SAINT JOHN AIRPORT INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

PSAC SOCIAL JUSTICE FUND (SJF)

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

Date: March 7, 2025



Saint John Airport Inc.



Public Service Alliance of Canada

LETTER OF UNDERSTANDING # 4

BETWEEN

SAINT JOHN AIRPORT INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

USE OF CELLPHONES FOR EMPLOYMENT PURPOSES

The parties agree to convene a meeting within fifty (50) working days of the signing of the collective agreement, at a mutually agreeable time, to review employee requirements for cellphones after which the employer may determine to provide a device or appropriate compensation for employees who have a bona fide work requirement thereof.

Date: March 7, 2025



Saint John Airport Inc.



Public Service Alliance of Canada