

**COLLECTIVE AGREEMENT
BETWEEN
YARMOUTH INTERNATIONAL AIRPORT CORPORATION**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
UCTE LOCAL 80808**

Expiry Date: October 19, 2012

13607(02)

ARTICLE 1

PURPOSE AND SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the 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 parties to this Agreement share a desire to improve the quality of the Yarmouth Airport Commission Association and to promote the well-being and increased efficiency of its employees. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship.
- 1.03 The purpose of this Collective Agreement is to set forth certain terms and conditions of employment including rates of pay for all employees described in the Certificate Order No. 7303-U dated December 17, 1997 (File No. 18373-C) issued by the Canada Industrial Relations Board on the covering employees of the Yarmouth Airport Commission Association.

ARTICLE 2

INTERPRETATION AND DEFINITION

2.01 For the purpose of this Collective Agreement:

- (a) "PSAC" means the Public Service Alliance of Canada;
- (b) "bargaining unit" means the employees of the Employer described in Article 1;
- (c) "compensatory leave" means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated on the day immediately prior to the day on which leave is taken;
- (d) "day of rest" in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;
- (e) "employee" means a person so defined in the Canada Labour Code, and who is a member of the bargaining unit specified in Article 1.

- (f) "Employer" means Yarmouth Airport Commission Association, and includes any person authorized to exercise the authority of the Yarmouth Airport Commission Association;
- (g) (i) "holiday" means:
- (ii) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (iii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
- (A) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
- or
- (B) on the day it terminates where more than half (1/2) of the hours worked fall on that day;
- (h) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (i) "leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;
- (j) "membership dues" means the dues established pursuant to the constitution of the PSAC as the dues payable by its members as a consequence of their membership in the PSAC, and shall not include any initiation fee, insurance premium, or special levy;
- (k) "spouse" will, when required, be interpreted to include "common-law spouse";
- (l) a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with another person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse;
- (m) "straight-time rate" means the employee's hourly rate of pay;

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, employees and the Employer.

ARTICLE 4

RECOGNITION AND BARGAINING UNIT WORK

- 4.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees of the Yarmouth Airport Commission Association, for all employees covered by this collective agreement.
- 4.02 In the event that the Employer creates a new position which it proposes to exclude, or when it proposes to exclude an existing bargaining unit position, it shall advise the PSAC in writing and provide the name of the incumbent, classification and level, and a copy of the job description and organization chart, and the reason for the proposed exclusion. Upon request by the PSAC, the parties shall meet and conduct meaningful discussion. In the event the parties fail to agree on whether the position shall be included or excluded from the bargaining unit, either party may refer the matter to the Canada Industrial Relations Board.

ARTICLE 5

PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 In the event that any law passed by Parliament, applying to employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6

VACATION LEAVE WITH PAY

- 6.01 **Vacation Year**

The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

6.02 Accumulation of Vacation Leave Credits

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

- (a) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;
- (b) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's nineteenth (19th) anniversary of service occurs;
- (d) two and one-half ($2 \frac{1}{2}$) days commencing with the month in which the employee's thirtieth (30th) anniversary of continuous employment occurs;
- (f) the words "continuous employment" in this clause to be changed to "service".
- (g) for the purpose of clause 6.02 only, all service within the Public Service and with the Employer since Transfer, whether continuous or discontinuous, shall count toward vacation leave.

Entitlement to Vacation Leave With Pay

- 6.03 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 continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

- 6.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 6.05 The Employer shall, subject to the operational requirements of the service, make every reasonable effort to:
- (a) schedule an employee's vacation leave in the vacation year in which it is earned;
 - (b) schedule the employee's vacation leave with pay for at least two (2) consecutive weeks, during the period requested, provided written notice of

the period requested is given by the employee as soon as possible after April 1st but not later than May 31st;

- (c) schedule the employee's vacation leave with pay on any other basis than that specified in clause 6.05 (b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less.

6.06 Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in clauses 6.05 (b) and 6.05 (c).

6.07 If an employee requests vacation leave with pay in accordance with clause 6.05 and the Employer denies his request due to the operational requirements of the service, the Employer agrees to make every reasonable effort, subject to the operational requirements of the service, to comply with any subsequent request made by the employee concerning his vacation leave.

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

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

- (a) bereavement leave, or
- (b) leave with pay because of illness in the immediate family, or
- (c) sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carry-Over Provisions

6.10

- (a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

6.11 Recall from Vacation Leave With Pay

- (a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of duty, and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 6.11 (b) to be reimbursed for reasonable expenses incurred by the employee.

6.12 Cancellation of Vacation Leave With Pay

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

Leave When Employment Terminates

6.13 When an employee dies or otherwise ceases to be employed,

- (a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but

unused vacation leave with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment; or

- (b) The Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 17.13 (a).

6.14 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the daily rate of pay to which the employee is entitled in effect at the time of the termination of the employee's employment.

6.15 Notwithstanding clause 6.13, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 6.13 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

6.16 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

6.17 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

6.18 Provided past service in the Public Service has not been interrupted by a continuous break exceeding three (3) months, for reasons other than dismissal, discharge, release or abandonment of position, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlements.

ARTICLE 7

MANAGEMENT RIGHTS

- 7.01 Except to the extent provided herein, this Agreement in no way restricts Yarmouth Airport Commission Association as the Employer.
- 7.02 The rights set forth in this Article and those otherwise retained by Management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination

ARTICLE 8

EMPLOYEE REPRESENTATIVES

- 8.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 8.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the work place and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/arbitration procedure.
- 8.03 The Alliance shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 8.02.
- 8.04 (a) A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
- (b) Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 9

USE OF EMPLOYER FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.
- 9.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises, and where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.
- 9.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, which includes vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.
- 9.04 The Alliance shall provide the Employer a list of such Alliance representatives and shall advise promptly of any change made to the list.

ARTICLE 10

CHECK-OFF

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

- 10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 10.03 For the purpose of applying clause 10.01, deductions from pay for each employee in respect of each calendar month will start with the first full ,calendar month of employment to the extent that earnings are available.
- 10.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization registered pursuant to the Income Tax Act, whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee shows the registered number of the religious organization and is countersigned by an official representative of the religious organization involved.
- 10.05 No employee organization, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the Alliance by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.
- 10.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 11

INFORMATION

- 11.01 The Employer agrees to supply the PSAC each quarter with the name, location and classification of each new employee.
- 11.02 The Employer agrees to supply each employee with a copy of the Collective

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Agreement and will endeavour to do so within one (1) month after receipt from the printer.

ARTICLE 12

EMPLOYEES ON PREMISES OF OTHER EMPLOYERS

- 12.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of a provincial, municipal, commercial or industrial employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts 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.

ARTICLE 13

RESTRICTION ON OUTSIDE EMPLOYMENT

- 13.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

ARTICLE 13

CALL-BACK PAY

13.01 - GL(S&NS)

If an employee is called back to work

- (a) on a designated paid holiday which is not his scheduled day of work, or
- (b) on his day of rest, or
- (c) after he has completed his work for the day and has left his place of work, and returns to work he shall be entitled to the greater of:
 - (i) the appropriate compensation as specified in Article 20 or Article 15 whichever is applicable, for any time worked, or
 - (ii) four (4) hours' pay at the straight-time rate of pay, provided that the

period worked by the employee is not contiguous to the employee's normal hours of work and he was not notified of such overtime requirement prior to completing his last period of work.

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

No Pyramiding of Payments

- 13.03 Payments provided under Overtime and Reporting Pay provisions of the Collective Agreement, the Designated Paid Holiday and Standby provisions of the Agreement and clause 13.01 above shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

ARTICLE 14

LEAVE WITH OR WITHOUT PAY FOR PSAC BUSINESS

Complaints made to the Canada Industrial Relations Board Pursuant to the Canada Labour Code

- 14.01 When operational requirements permit, the Employer will grant leave with pay:
- (a) to an employee who makes a complaint on his or her own behalf, before the Canada Industrial Relations Board, and
 - (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the PSAC making a complaint.

Applications for Certification, Representations and Interventions with respect to Applications for Certification

- 14.02 When operational requirements permit, the Employer will grant leave without pay:
- (a) to an employee who represents the PSAC in an application for certification or in an intervention,
- and

- (b) to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Canada Industrial Relations Board, and
- (b) when operational requirements permit, to an employee called as a witness by an employee or the PSAC.

Arbitration Board and Conciliation Board Hearings

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the PSAC before an Arbitration Board or Conciliation Board.

14.05 The Employer will grant leave with pay to an employee called as witness by an Arbitration Board or Conciliation Board and, when operational requirements permit, leave with pay to an employee called as a witness by the PSAC.

Grievance Arbitration

14.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

- (a) a party to the Arbitration,
- (b) the representative of an employee who is a party to an Arbitration, and
- (c) a witness called by an employee who is a party to an Arbitration.

Meetings During the Grievance Process

14.07 When operational requirements permit, the Employer will grant to an employee:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of the employee and on **duty** status when the meeting is held outside the employee's headquarters area, and
- (b) when an employee who has presented a grievance seeks to meet

with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

- 14.08 When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay to the representative when the meeting is held in the representative's headquarters area and leave without pay when the meeting is held outside the representative's headquarters area.
- 14.09 Where an employee has asked or is obliged to be represented by the PSAC in relation to the presentation of a grievance and an employee acting on behalf of the PSAC wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave with pay for this purpose when the discussion takes place in his or her headquarters area and reasonable leave without pay when it takes place outside his or her headquarters area.

Contract Negotiation Meetings

- 14.10 When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the PSAC.

Preparatory Contract Negotiation Meetings

- 14.11 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings between the PSAC and Management Not Otherwise Specified in this Article

- 14.12 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the PSAC.
- 14.13 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the PSAC, meetings of the National Executive of the Components, Executive Board meetings of the PSAC, and conventions of the PSAC, the UCTE, the Canadian Labour Congress and the Nova Scotia Provincial Federation of Labour.

Representatives' Training Courses

- 14.14 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the PSAC to undertake training related to the duties of a representative.

ARTICLE 15

HOURS OF WORK AND OVERTIME

40 HOUR/WEEK

- 15.01 For the purposes of this Article,
- "day" means a twenty-four (24) hour period commencing at 0000 hour;
 - "week" means a period of seven (7) consecutive days beginning at 0000 hour Monday morning and ending at 2400 hours the following Sunday night.
- 15.02 Subject to the conditions of this Article, the Employer shall schedule hours of work for all employees, except for those whose hours are covered by special written agreement between the Employer and the PSAC.
- 15.03 For employees who work five (5) consecutive days per week on a regular and non-rotating basis, the Employer shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) hours per day.
- 15.04 For all other employees, the Employer shall schedule the hours of work so that employees work eight (8) hours per day and an average of forty (40) hours and five (5) days per week.
- 15.05 The Employer will review with the local PSAC representative(s) any change in hours of work which the Employer proposes to institute, when such change will affect the majority of the employees governed by the schedule. In all cases following such reviews, the Employer will, where practical, accommodate such employee representations as may have been conveyed by the PSAC representative(s) during the meeting.

By mutual agreement, in writing, the Employer and the local PSAC representative(s) may waive the application of clause 15.09.

15.06 Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and the Employer shall, where practical, arrange schedules which will remain in effect for a period of not less than twenty-eight (28) calendar days. The Employer shall also endeavor, 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.

15.07 The Employer will make every reasonable effort:

- (a) not to schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift, and
- (b) to avoid excessive fluctuation in hours of work.

15.08 When an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes 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 his or her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

15.09 An employee whose scheduled hours of work are changed without five (5) days prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at straight time;
- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with clause 15.18.

- 15.10 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 15.11 (a) At any location, the schedules of hours of work, and attendant overtime provisions, may be varied by the Employer, following meaningful consultation with local PSAC representatives, to allow for summer and winter hours and/or flexible hours.
- (b) Within five (5) days of notification of consultation served by either party, the PSAC shall notify the Employer in writing of the representative authorized to act on behalf of the PSAC for consultation purposes.
- 15.12 Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

15.13 Rest Periods

The Employer shall schedule two (2) rest periods of ten (10) minutes each during each shift.

- 15.14 (a) Notwithstanding the provisions of this Article, employees with the approval of the Employer, may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of forty (40) hours per week. In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees at the work unit.
- 15.15 The daily overtime provisions of the Agreement shall not apply to an employee attending a training course on the instructions of the Employer, except that an employee who performs his or her normal duties during the employee's regular working hours shall be paid at overtime rates for time spent after eight (8) hours performing work, while the employee is in attendance at training sessions.

15.16 **Assignment of Overtime Work**

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

- (a) to allocate overtime work on an equitable basis among readily available qualified employees, and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

15.17 The PSAC is entitled to consult with the Employer whenever it is alleged that employees are required to work unreasonable amounts of overtime.

15.18 **Overtime Compensation**

· Subject to clause 15.21, overtime shall be compensated for at the following rates:

- (a) time and one-half (1 1/2), except as provided for in clause 15.18(b);
- (b) double (2) time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period or after eight (8) hours' work on the employee's first day of rest, and for all hours 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, which may, however, be separated by a designated paid holiday;
- (c) overtime shall be compensated in cash, except where upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken;
- (d) the Employer shall grant compensatory leave at times convenient to both the employee and the Employer;
- (e) if any above leave with pay earned cannot be liquidated by the end of a twelve (12) month period, to be determined by the Employer, then payment in cash will be made at the employee's then current rate of pay.

15.19

(a) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours' pay at the applicable overtime rate, whichever is the greater. This clause shall only be applicable to employees who are notified of the overtime work requirement prior to completing their last scheduled shift.

(b) The minimum payment referred to in 15.18(a) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with 38.12 of the Agreement.

15.20

If an employee reports back for overtime work which is not contiguous to either

(a) the employee's regularly scheduled shift on that day, or

(b) any other period of work on that day, the employee shall be paid for the time actually worked; or a minimum of four (4) hours' pay at straight time, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

15.21

When an employee reports to work overtime under the conditions described in clause 15.19, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

(a) mileage allowance at the rate normally paid to an employee when authorized by the Employer to use her or his automobile when the employee travels by means of her or his own automobile, or

(b) out-of-pocket expenses for other means of commercial transportation.

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

15.22

An employee is entitled to overtime compensation for each completed fifteen (15)-minute period of overtime worked by the employee.

15.23 **Overtime Meal Allowance**

- (a) An employee who works three (3) or more hours of overtime,
 - (i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or
 - (ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of six dollars (\$6.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of six dollars (\$6.00) for each four (4)-hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.
- (c) This clause shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 16

NO DISCRIMINATION

16.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union.

16.02

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 16.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 17

SEXUAL HARASSMENT

- 17.01 The PSAC and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.
- 17.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 17.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 6

VACATION LEAVE WITH PAY

GL VACATION LEAVE

6.01 Vacation Year

The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

6.02 Accumulation of Vacation Leave Credits

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

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of continuous employment occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of continuous employment occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary of service occurs;
- (d) two and one-half (2 1/2) days commencing with the month in which the employee's thirtieth (30th) anniversary of continuous employment occurs;
- (f) the words "continuous employment" in this clause to be changed to "service".

- (g) for the purpose of clause 6.02 only, all service within the Public Service and with the Employer since Transfer, whether continuous or discontinuous, shall count toward vacation leave.

Entitlement to Vacation Leave With Pay

- 6.03 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 continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

Scheduling of Vacation Leave With Pay

- 6.04 Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- 6.05 The Employer shall, subject to the operational requirements of the service, make every reasonable effort to:
- (a) schedule an employee's vacation leave in the vacation year in which it is earned;
 - (b) schedule the employee's vacation leave with pay for at least ~~two~~ (2) consecutive weeks, during the period requested, provided written notice of the period requested is given by the employee as soon as possible after April 1st but not later than May 31st;
 - (c) schedule the employee's vacation leave with pay on any other basis than that specified in clause 6.05 (b), if the employee gives the Employer at least five (5) days' advance written notice for requests of vacation leave with pay of five (5) days or less.
- 6.06 Upon request from the employee, the Employer may for good and sufficient reason schedule vacation leave with pay on shorter notice than that specified in clauses 6.05 (b) and 6.05 (c).
- 6.07 If an employee requests vacation leave with pay in accordance with clause 6.05 and the Employer denies his request due to the operational requirements of the service, the Employer agrees to make every reasonable effort, subject to the operational requirements of the service, to comply with any subsequent request made by the employee concerning his vacation leave.

- 6.08 The Employer shall give an employee as much notice in writing as is practicable and reasonable of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reason therefore, upon written request from the employee.
- 6.09 Where, in respect of any period of vacation leave with pay, an employee is granted:
- (a) bereavement leave,
or
 - (b) leave with pay because of illness in the immediate family,
or
 - (c) sick leave on production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

Carry-Over Provisions

6.10

- (a) Where in any vacation year the Employer has not granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- (b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on March 31st, of the previous vacation year.

6.11 Recall from Vacation Leave With Pay

- (a) The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of duty,
and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is entitled under clause 6.11 (b) to be reimbursed for reasonable expenses incurred by the employee.

6.12 **Cancellation of Vacation Leave With Pay**

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

Leave When Employment Terminates

6.13 When an employee dies or otherwise ceases to be employed,

- (a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment;

or

- (b) The Employer shall grant, if requested by an employee, vacation leave with pay to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 17.13 (a).

6.14 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the daily rate of pay to which the employee is entitled in effect at the time of the termination of the employee's employment.

6.15 Notwithstanding clause 6.13, an employee whose employment is terminated by reason of a declaration that he or she abandoned his or her position is entitled to receive the payment referred to in clause 6.13 if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

Advance Payments

6.16 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

6.17 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

6.19 Provided past service in the Public Service has not been interrupted by a continuous break exceeding three (3) months, for reasons other than dismissal, discharge, release or abandonment of position, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlements.

ARTICLE 18

JOB SECURITY

- 18.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

ARTICLE 19

LEAVE - GENERAL

- 19.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- 19.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- 19.03 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.
- 19.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.
- 19.05 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification on the date of the termination of the employee's employment.
- 19.06 An employee shall not earn leave credits under this Collective Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

ARTICLE 20

DESIGNATED PAID HOLIDAYS

- 20.01 Subject to clause 20.02, the following days shall be designated paid

holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) the first Monday in August,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

20.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day 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 14, Leave With or Without Pay For PSAC Business.

20.03 When a day designated as a holiday under clause 20.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 20.01 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. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

20.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 20.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as worked 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.

20.05

When an employee works on a holiday, he or she shall be paid:

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified by the Collective Agreement, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Collective Agreement, and
 - (iii) pay at two (2) times straight-time rate of pay for all hours worked by him or her on the holiday in excess of the regular daily scheduled hours of work as specified by the Collective Agreement.
- (c)
 - (i) Subject to operational requirements and adequate advance notice, the employer shall grant lieu days at such times as the employee may request.
 - (ii) When in a fiscal year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's option, such lieu days shall be paid off at his or her straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 20.05(c)(ii) shall be the rate in effect when the lieu day was earned.

GRANDPARENT PROTECTION - ARTICLE 20.05

These clauses are in addition to clause 20.05

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Two (2) times the straight-time rate for time worked by him on the holiday when the

holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received two (2) times' compensation.

- 20.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
- (i) compensation in accordance with the provisions of clause 10.05;
 - or,
 - (ii) three (3) hours pay at the applicable overtime rate of pay.
- 20.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.
- 20.08 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.
- 20.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

ARTICLE 21

OTHER LEAVE WITH OR WITHOUT PAY

21.01 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

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

- (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four **(4)** weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (ii) leave granted under this clause shall be for a minimum period of six (6) weeks;
- (iii) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment in the Public Service;
- (iv) leave granted under this clause for a period of more than three (3) months

shall be deducted from the calculation of "continuous employment" for the purposes of calculating severance pay and from the calculation of "service" for the purposes of calculating vacation leave;

- (v) time spent on such leave shall not be counted for pay increment purposes.

21.02 **Leave Without Pay for Personal Needs**

Leave without pay will be granted for personal needs in the following manner:

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment. Leave without pay granted under this clause may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (d) leave without pay granted under (a) of 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.

Time spent on such leave shall not be counted for pay increment purposes;

- (e) leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

21.03 **Leave Without Pay for Relocation of Spouse**

- (a) At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- (b) Leave without pay granted under this clause shall be deducted from the

calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months.

Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

21.04 Leave With Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i), (ii) and (iii) shall not exceed five (5) days in a fiscal year.

21.05 Court Leave

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

- (a) to be available for jury selection;
- (b) to serve on a jury;

- (c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a grand jury,
 - (ii) before a court, judge, justice, magistrate or coroner,
 - (iii) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it, or
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

21.06 **Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Nova Scotia Workers Compensation Act, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment, if the employee agrees to remit to the Receiver General of Canada any amount received by him or her 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 or the employee's agent has paid the premium.

21.07 **Personnel Selection Leave**

Where an employee participates in a personnel selection process, 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, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

21.08 Spousal Union Leave With Pay

- (a) After the completion of one (1) year's continuous employment, and providing an employee gives the Employer at least five (5) days' notice, the employee shall be granted five (5) days' marriage 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 spousal union leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

21.09 Bereavement Leave With Pay

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

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- (b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her grand-parent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraph (a), (b) or (c) of this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) 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 deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 21.09 (a) and (c).

21.10 Leave With or Without Pay for Other Reasons

- (a) At its discretion, the Employer may grant: leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 22

SICK LEAVE WITH PAY

Grandfather Protection

See Annex "B", page B-11 for protected provision.

Credits

- 22.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.

Granting of Sick Leave

- 22.03 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
 - (b) he has the necessary sick leave credits.

22.04

- (i) Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of clause 22.03(a), if the period of leave with pay requested does not exceed five (5) days, but no

employee shall be granted more than ten (10) days' sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

- 22.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 22.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee:
- (a) for a period of up to twenty-five (25) days if a decision on an application for injury-on-duty leave is being awaited, or
 - (b) for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 22.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.
- 22.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.
- 22.08 Sick leave credits earned but unused by an employee during a previous period of employment shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed within one (1) year from the date of layoff.
- 22.09 The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

ARTICLE 23

EDUCATION LEAVE WITHOUT PAY AND CAREER DEVELOPMENT LEAVE

Education Leave Without Pay

- 23.01 The Employer recognizes the usefulness of education leave. Upon

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

23.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred per cent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

23.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave.

The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

23.04 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 service of the Employer for a period of not less than the period of the leave granted.

If the employee:

- (a) fails to complete the course;
- (b) does not resume employment with the Employer on completion of the course; or
- (c) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course; the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

Career Development Leave With Pay

23.05

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals.

The following activities shall be deemed to be part of career development:

- (i) a course given by the Employer;
 - (ii) a course offered by a recognized academic institution;
 - (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- (b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 23.05(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 the Employer may deem appropriate.

Examination Leave With Pay

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

ARTICLE 24

SEVERANCEPAY

- 24.01 Under the following circumstances and subject to clause 24.02, 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 lay-off two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment.
 - (ii) On second or subsequent lay-off 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 24.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) 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 with a maximum benefit of twenty-seven (27) weeks' pay.

(d) Retirement

(i) On retirement, when an employee is entitled to an immediate annuity or when the employee is entitled to an immediate annual allowance, 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 who would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance, shall be paid 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 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 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 and ceases to be employed by reason of release for incapacity one (1) week's pay for each complete year of 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 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.

24.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 24.01 be pyramided.

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

ARTICLE 25

WASH-UP TIME

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

ARTICLE 26

MISCELLANEOUS

PARKING

26.01 The Employer shall continue to provide any automobile windshield sticker or other form of permit which an employee may require in order to enter the employee's work site area, or shall repay the employee for the cost of same. However, this undertaking by the Employer shall not include free automobile parking privileges where payment of a parking fee would otherwise apply.

TRAVEL BETWEEN WORK SITES

- 26.02 When an employee is required to perform work at other than his normal work place, and the employee's status is such that the employee is not entitled to claim expenses for lodging and meals, the Employer shall provide transportation, or mileage allowance in lieu, for travel between the employee's normal workplace and any other work place(s).

ARTICLE 27

PAY ADMINISTRATION

- 27.01 Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.
- 27.02 An employee is entitled to be paid for services rendered at the pay specified in Appendix "A"
- 27.03
- (a) The rates of pay set forth in Appendix "A" shall become effective on the date specified.
 - (b) Where the rates of pay set forth in Appendix "A" of the Collective Agreement have an effective date prior to the date of signing of the Agreement the following shall apply:
 - (i) "retroactive period" for the purpose of clauses (ii) to (v) means the period commencing on the effective date of the retroactive upward revision in rates of pay and ending on the day the Collective Agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit identified in Article 1 of this Collective Agreement during the retroactive period;
 - (iii) rates of pay shall be paid in an amount equal to what would have been paid had the Agreement been signed or an arbitral award rendered therefore on the effective date of the revision in rates of pay;
 - (iv) in order for former employees or, in the case of death, for the former employees' representatives to receive payment in accordance with clause (b)(iii), the Employer shall notify, by registered mail, such individuals at their last known address that they have 30 days from the date

of receipt of the registered letter to request in writing such payment, after which time any obligation upon the Employer to provide payment ceases;

- (v) no payment or no notification shall be made pursuant to clause 27.03(b) for one dollar or less.

27.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

27.05 This article is subject to the Memorandum of Understanding attached as Appendix "D".

27.06 If, during the term of the Collective Agreement, a new classification standard is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the PSAC the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

27.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least two days the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts,

GRANDPARENT PROTECTION -ARTICLE 27.07 (c)

Clause 27.07 (c) Article is in addition to Article 27.07 (a) & (b) in the Collective Agreement

Acting Pay - Qualifying Period to Include Designated Paid Holiday

27.07(c) When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

ARTICLE 28

TRAVELLING TIME

28.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.

ARTICLE 32

STATEMENT OF DUTIES

- 32.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

ARTICLE 33

SUSPENSION AND DISCIPLINE

- 33.01 When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavour to give such notification at the time of suspension.
- 33.02 The Employer shall notify the local representative of the Alliance that such suspension has occurred.
- 33.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 33.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.
- 33.05 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 has been recorded during this period.

ARTICLE 34

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 34.01 (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 assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form.
- 34.02(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.
- 34.03 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE 35

HEALTH AND SAFETY

- 35.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours' pay at the straight-time rate of pay.

- 28.05 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 Employer.

ARTICLE 29

EMPLOYMENT REFERENCES

- 29.01 On application by an employee, the Employer shall provide personal references to the prospective employer of such employee, indicating length of service, principal duties and responsibilities and performance of such duties.

ARTICLE 30

STAND-BY

- 30.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

ARTICLE 31

SHIFT PREMIUMS

31.01 Shift Premium

- (a) A shift work employee, will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m.. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m..

31.02 Weekend Premium

- (a) Employees shall receive an additional premium of seventy-five cents (75¢) per hour for work on a Saturday and/or Sunday for hours worked as stipulated in (b) below;
- (b) weekend premium shall be payable in respect of all regularly scheduled hours at straight-time rates worked on Saturday and/or Sunday.

28.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 28.03 and 28.04. Travelling time shall include time necessarily spent at each stop-over enroute provided such stop-over is not longer than three (3) hours.

28.03 For the purposes of clauses 28.02 and 28.04, the travelling time for which an employee shall be compensated is as follows:

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer,

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place.

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

28.04 If an employee is required to travel as set forth in clauses 28.02 and 28.03:

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

ARTICLE 36

JOINT CONSULTATION

- 36.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.
- 36.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.
- 36.03 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 36.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

ARTICLE 37

GRIEVANCE AND ARBITRATION PROCEDURES

- 37.01 An employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer is entitled to present a grievance in the manner prescribed in clause 37.04 except that,
- (a) where there is another administrative procedure provided by or under any Act of Parliament/Legislature to deal with the employee's specific complaint, such procedure must be followed,
- and
- (b) where the grievance relates to the interpretation or application of this Collective Agreement, or an Arbitral Award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Alliance.

- 37.02 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following levels:
- (a) Level I- Executive Director
 - (c) Level 2 (Final)-Chairman
- 37.03 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer 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 agreement between the Employer and the Alliance.
- 37.04 An employee who wishes to present a grievance at a prescribed level in the grievance procedure, shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:
- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
 - (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.
- 37.05 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.
- 37.06 A grievance of an employee shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer.
- 37.07 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level.
- 37.08 The Alliance shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure.

- 37.09 An employee may present a grievance to the First Level of the procedure in the manner prescribed in clause 37.04, not later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to grievance.
- 37.10 The Employer shall normally reply to an employee's grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the employee, he or she may submit a grievance at the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.
- 37.11 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the employee may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.
- 37.12 The Employer shall normally reply to an employee's grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.
- 37.13 Where an employee has been represented by the Alliance in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 37.14 The decision given by the Employer at the Final Level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.
- 37.15 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.
- 37.16 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee and, where appropriate, the Alliance representative.
- 37.17 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 Employer and the employee, and, where applicable, the Alliance.

- 37.1a Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be presented at the final level only.
- 37.19 An employee may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.
- 37.20 An employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the employee was unable to comply with the prescribed time limits due to circumstances beyond his or her control.
- 37.21 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Collective Agreement.
- 37.22 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:
- a) the interpretation or application in respect of him or her of a provision of this Collective Agreement or a related arbitral award, or
 - (b) disciplinary action resulting in discharge, suspension or a financial penalty, and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to Arbitration
- 37.23 Where a grievance that may be presented by an employee to Arbitration is a grievance relating to the interpretation or application in respect of him or her of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to Arbitration unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies in prescribed manner:
- (a) its approval of the reference of the grievance to Arbitration, and
 - (b) its willingness to represent the employee in the Arbitration proceedings.

GRIEVANCE ARBITRATION PROCEDURE

- 37.24 If the grievance is not satisfactorily settled under Step Two (2), then the grievance may be referred to Arbitration, within twenty five (25) days of the expiry of the time limits set out in Step Two (2).
- 37.25 (a) The parties agree that a single arbitrator shall be used as provided for

under the Canada Labour Code. The Authority 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.

- (b) 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.
- (c) 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.
- (d) The arbitrator's decision shall be final and binding on both parties.
- (e) Each party shall bear one-half (½) the cost of the arbitrator.
- (9) The arbitrator shall not change, modify or alter any of the terms of this Agreement.

Expedited Arbitration

37.26 The Parties agree that, by mutual consent only, any grievance may be referred to the following Expedited Arbitration procedure and 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 this Collective Agreement, nor should any decision be incompatible with the provisions of this Collective Agreement; and
- g) Such decisions from the expedited format shall be final and binding upon the parties.

ARTICLE 38

PART-TIME EMPLOYEES

Definition

- 38.01 Part-time employee means a person whose normal hours of work are less than those established in the Hours of Work Article
- 38.02 Part-time employees shall be entitled to the benefits provided under the Collective Agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, of full-time employees unless otherwise specified in this Agreement.
- 38.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by the Agreement for a full-time employee.
- 38.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by the Agreement.
- 38.05 Leave will only be provided
 - (i) during those periods in which employees are scheduled to perform their duties; or
 - (ii) where it may displace other leave as prescribed by the Agreement .

Designated Holidays

- 38.06 A part-time employee shall not be paid for the designated holidays but shall, instead be paid four decimal two five (4.25) percent for all straight-time hours worked.

38.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 20.01 of the Agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by the Agreement and double (2T) thereafter.

38.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 20.01 of the Agreement, shall be paid for the time actually worked in accordance with clause 38.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

38.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by the Agreement, of a full-time employee, but does not include time worked on a holiday.

38.10 Subject to 38.09 a part-time employee who is required to work overtime shall be paid overtime as specified by the Agreement.

Call-Back

38.11 When a part-time employee meets the requirements to receive call-back pay in accordance with 13.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate.

Reporting Pay

38.12 Subject to 38.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with the reporting pay provision of the Agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours pay at the straight-time rate of pay.

Bereavement Leave

38.13 Notwithstanding clause 38.02, there shall be no prorating of a "day" in clause 21.09 - Bereavement Leave With Pay.

Vacation Leave

- 38.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice the number of hours in the employee's normal workweek, at the rate for years of service established in the vacation leave entitlement clause specified by the Agreement, prorated and calculated as follows:
- (a) when the entitlement is five-sixths ($5/6$) of a day a month, one-sixth ($1/6$) of the hours in the employee's workweek per month;
 - (b) when the entitlement is one and one-quarter ($1\ 1/4$) days a month, one-quarter of the hours in the employee's workweek per month;
 - (c) when the entitlement is one and two-thirds ($1\ 2/3$) days a month, one-third of the hours in the employee's workweek per month;
 - (d) when the entitlement is two and one-twelfth ($2\ 1/12$) days a month, five-twelfths of the hours in the employee's workweek per month;
 - (e) when the entitlement is two and a half ($2\ 1/2$) days a month, one-half of the hours in the employee's workweek per month;
 - (f) however, a part-time employee who has received or is entitled to receive furlough leave shall have his or her vacation leave credits earned reduced by one-twelfth of the hours in the part-time workweek, beginning in the month in which the twentieth (20th) anniversary of service occurs until the beginning of the month in which his or her twenty-fifth (25th) anniversary of service occurs.

Sick Leave

- 38.15 A part-time employee shall earn sick leave credits at the rate of one-quarter ($1/4$) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal work week.

38.16 **Vacation and Sick Leave Administration**

- (a) For the purposes of administration of clauses 38.14 and 38.15, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
- (b) An employee whose employment in any month is a combination of both

full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance Pay

- 38.17 Notwithstanding the provisions of Article 24 (Severance Pay) of the Agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

ARTICLE 39

DENTAL CARE PLAN

The Dental Care Plan shall be deemed to form part of this agreement.

ARTICLE 40

MATERNITY LEAVE WITHOUT PAY

40.01 Maternity Leave without Pay

- (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 seventeen (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 Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 22, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 22, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer 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. Time spent on such leave shall be counted for pay increment purposes.

40.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

- (iii) has signed an agreement with the Employer stating that:
- (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \\ \times \quad \text{(remaining period to be worked} \\ \quad \text{following her return to work)} \\ \hline \text{[total period to be worked as} \\ \quad \text{specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired by the Employer within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and

- (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment *Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 40.02(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 she 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 her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

40.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance or the Nova Scotia Workers, Compensation Act prevents her from receiving Employment Insurance pregnancy benefits,

and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 42.02(a), other than those specified in sections (A) and (B) of subparagraph 42.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Nova Scotia Workers, Compensation Act.
- (b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

ARTICLE 41

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 41.01** An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate work place committee or the health and safety representative.
- 41.02** An employee's request under clause 41.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

- 41.03** An employee who has made a request under clause 41.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her, or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 41.04** Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 41.05** Where the Employer concludes that a modification of **job** functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four **(24)** weeks after the birth.
- 41.06** An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two **(2)** weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

ARTICLE 42

PARENTAL LEAVE WITHOUT PAY

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

for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) 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 one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Employer at least four **(4)** weeks in advance of the commencement date of such leave.
- (f) The Employer 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.
- (g) Parental leave without pay taken by a couple employed with the Employer shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (h) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

42.02 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the Employment Insurance Act in respect of insurable employment with the Employer, and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 40.02(a)(iii)(B), if applicable;

**

- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled, he or she will be indebted to the Employer for an amount determined as follows:

$$\begin{array}{r} \text{(allowance received)} \qquad \qquad \qquad X \qquad \text{(remaining period to be} \\ \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{worked} \\ \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{following his/her return to} \\ \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{work)} \\ \hline \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{[total period to be worked} \\ \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \text{as specified in (B)]} \end{array}$$

however, an employee whose specified period of employment expired and who is rehired by the Employer within a period of ninety (90) days or less is not indebted for the amount if his or her

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

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

(c) Parental Allowance payments made in accordance with the **SUB** Plan will consist of the following:

(i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

**

(ii) for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance parental benefits he or she is eligible to receive and ninety-three per cent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 42.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.

(f) The weekly rate of pay referred to in paragraph (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.

- (g) The weekly rate of pay referred to in paragraph (9) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) 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.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

42.03 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 42.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance or via the Nova Scotia Workers' Compensation Act prevents the employee from receiving Employment Insurance parental benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 42.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Disability (LTD) Insurance or via the Nova Scotia Workers' Compensation Act.
- (b) An employee shall be paid an allowance under this clause and under clause 42.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the

employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

ARTICLE 43

ALLOWANCES

- 43.01 When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.

ARTICLE 44

DIRTY WORK ALLOWANCE

- 44.01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked.

All of the foregoing duties must have the prior approval of the Employer before work is commenced.

ARTICLE 45

SUPERVISORY DIFFERENTIAL

SUPERVISORY DIFFERENTIAL - ARTICLE 21 (GL)

- 45.01 A supervisory differential, as established in Appendix "C", shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

ARTICLE 46

AGREEMENT REOPENER

- 46.01 This Agreement may be ammended by mutual consent.

ARTICLE 47

DURATION

47.01 The provisions of this Collective Agreement will expire on October 19, 2012.

ARTICLE 48

CANADIAN HUMAN RIGHTS ACT

48.01 The parties to this collective agreement agree that any claim by an employee pertaining to a violation of the Canadian Human Rights Act may be the subject of a grievance which shall be processed in accordance with the grievance procedure provided for herein.

ARTICLE 49

CONTRACTING OUT

The Employer will continue past practice in giving all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.

ARTICLE 50

INTERPRETATION OF AGREEMENT

The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing himself of the grievance procedure provided in this Agreement.

ARTICLE 51

SHIFT PRINCIPLE

51.01 It is recognized that certain full-time employees whose hours of work are regularly scheduled on a shift basis in accordance with the clause (clause numbers - Shift Work section of Hours of Work Article) and who receive Shift Premium in accordance with Article 31 (hereinafter referred to as a shift work employee) are required to attend certain proceedings, under this collective agreement as identified in clause.01 (a) (this Article) and certain other proceedings identified in clause.01 (b) (this Article) which normally

take place between the hours of 9 a.m. to 5 p.m. from Mondays to Fridays inclusive.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

- (a) Certain Proceedings Under This Agreement
 - (i) CIRB Proceedings Clauses 14.01, 14.02, 14.04, 14.05 and 14.06
 - (ii) Personnel Selection Process Clause 21.12
 - (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clauses 14.10 and 14.11
- (b) Certain Other Proceedings
 - (i) Training Courses which the employee is required to attend by the Employer.
 - (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

ARTICLE 52 REPORTING PAY

40 HOUR/WEEK

REPORTING PAY -ARTICLE 20

52.01 An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four **(4)** hours' pay at straight time, whichever is the greater.

NOTE:

see overtime Article 15 & Call Back Article 13

ARTICLE 53
TECHNOLOGICAL CHANGE

- 53.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function the following clauses will apply.
- 53.02 In this Article "Technological Change" means:
- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
 - (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
- 53.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 53.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the PSAC of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.
- 53.05 The written notice provided for in clause.04 will provide the following information:
- (a) The nature and degree of change.
 - (b) The anticipated date or dates on which the Employer plans to effect change.
 - (c) The location or locations involved.
- 53.06 As soon as reasonably practicable after notice is given under clause .04, the Employer shall consult with the PSAC concerning the effects of the technological change referred to in clause .04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

53.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ANNEX "B"

The benefits as specified in the agreement are grandfathered for all employees in the bargaining unit. However, this grandfathering continues only for so long as an employee remains in the same bargaining unit. Without limiting the generality of the foregoing, employees, for example, who are promoted or transferred out of the bargaining unit lose the grandfathering protection.

B-2
ARTICLE 2
INTERPRETATION AND DEFINITIONS
Definition of Overtime
2.01(o)(i) and (ii)
GL(S&NS)

"overtime" means work in excess or outside of his scheduled daily hours of work for a full-time employee. For employees engaged on less than a full-time basis, it means work performed in excess of the normal scheduled hours of work for employees engaged on a full-time basis who are doing similar work;

B-3
GRANDFATHER PROTECTION
ARTICLE 20
DESIGNATED PAID HOLIDAYS
Compensation
20.05
Compensation for Designated Paid Holidays
B-7
GL(S&NS)

Two (2) times the straight-time rate for time worked by him on the holiday when the holiday is not his scheduled day of work and is contiguous to a day of rest on which he also worked and received two (2) times' compensation.

B-8
ARTICLE 21
OTHER LEAVE WITH OR WITHOUT PAY
21.02(d) - additional clause

If, during a period of paid leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under this clause, he shall be granted bereavement leave and his paid credits shall be restored to the extent of any concurrent bereavement leave granted.

Leave Without Pay for the Care and Nurturing of
Pre-school Age Children
21.06
GL(S&NS)

(a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment shall be provided for the care and nurturing of pre-school age children.

(b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment!" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

B-9
Leave With Pay for Family-Related Responsibilities
21.09(b)(i)
GL(S&NS)

up to one-half (1/2) day of leave with pay for an appointment to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies;

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GRANDFATHER PROTECTION
ARTICLE 22
SICK LEAVE WITH PAY
22.05
nil

B-12
GRANDFATHER PROTECTION

ARTICLE 23
EDUCATION LEAVE WITHOUT PAY
AND CAREER DEVELOPMENT LEAVE
nil

GRANDFATHER PROTECTION

ARTICLE 24
SEVERANCE PAY
Section 31 - Release
24.01(f)
nil

B-20

GRANDFATHER PROTECTION

ARTICLE 27
PAY ADMINISTRATION
Acting Pay - Qualifying Period to Include Designated
Paid Holiday
27.07(c) - Additional Clause

When a day designated as a paid holiday occurs during the qualifying period the holiday shall be considered as a day worked for purposes of the qualifying period.

Initial Appointment - Pay Above Minimum

nil

B-21

Salary if Employee Dies

nil

B-22

GRANDFATHER PROTECTION

ARTICLE 28
TRAVELLING TIME
Additional clauses - Compensatory Leave

B-23

nil

B-24

GRANDFATHER PROTECTION

ARTICLE 29
CALL-BACK PAY
Compensation
29.01 - GL(S&NS)

If an employee is called back to work

- (a) on a designated paid holiday which is not his scheduled day of work, or
- (b) on his day of rest, or

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- (c) after he has completed his work for the day and has left his place of work, and returns to work he shall be entitled to the greater of:

- (i) the appropriate compensation as specified in Article 20 or Article 23 (Agreement) whichever is applicable, for any time worked, or
- (ii) four **(4)** hours' pay at the straight-time rate of pay,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work and he was not notified of such overtime requirement prior to completing his last period of work.

B-30
GRANDFATHER PROTECTION
ARTICLE 30
STAND-BY
30.01
nil

B-31
GRANDFATHER PROTECTION
ARTICLE 36
JOINT CONSULTATION
nil

B-33
GRANDFATHER PROTECTION
ARTICLE 40
VARIABLE HOURS OF WORK
Overtime on a day of rest

Sub-clause (b)

GL(S&NS), HP(S&NS) (12-Hour Shift Workers)

All work performed on any of the employee's scheduled days of rest shall be compensated in accordance with the provisions of the collective agreement.

GL(S&NS)

when an employee works on a Designated Paid Holiday he shall be compensated, in addition to the eight (8) hours' holiday pay he would have been granted had he not worked, at the rate of time and one-half (1 1/2) for all scheduled hours worked and double (2) time for all hours worked in excess of the scheduled hours; or

when an employee works on a holiday, which is not his scheduled day of work, contiguous to a day of rest on which he also worked and received overtime in accordance with clause 23.17 (b) (of the Agreement), he shall be paid in addition to the eight (8) hours' holiday pay he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

ARTICLE 54

ALLOWANCES

54.01 When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.

ARTICLE 55
DIRTY WORK ALLOWANCE

55.01 When an employee is required to come in physical contact with the pollutant while engaged in the cleaning up of oil spills in excess of two hundred (200) litres which resulted from a disaster, mechanical failure, bunkering or fuel transfer operations, the employee shall receive, in addition to the appropriate rate of pay, an additional one-half (1/2) his straight-time rate for every fifteen (15) minute period, or part thereof, worked.

All of the foregoing duties must have the prior approval of the Employer before work is commenced.

ARTICLE 56

SUPERVISORY DIFFERENTIAL

SUPERVISORY DIFFERENTIAL - ARTICLE 21 (GL)

- 56.01 A supervisory differential, as established in Appendix "C", shall be paid to employees in the bargaining unit who encumber positions which receive a supervisory rating under the classification standard, and who perform supervisory duties.

ARTICLE 57

AGREEMENT REOPENER

- 57.1 This Agreement may be ammended by mutual consent.

ARTICLE 58

DURATION

- 58.01 The provisions of this Collective Agreement will expire on October 19, 2012.

ARTICLE 59

CANADIAN HUMAN RIGHTS ACT

- 59.01 The parties to this collective agreement agree that any claim by an employee pertaining to a violation of the Canadian Human Rights Act may be the subject of a grievance which shall be processed in accordance with the grievance procedure provided for herein.

ARTICLE 60

CONTRACTING OUT

The Employer will continue past practice in giving all reasonable consideration to continued employment of employees who would otherwise become redundant because work is contracted out.

ARTICLE 61

INTERPRETATION OF AGREEMENT

The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, it is desirable that the parties should meet within a reasonable time and seek to resolve the problem. This Article does not prevent an employee from availing himself of the grievance procedure provided in this Agreement.

ARTICLE 62

SHIFT PRINCIPLE

62.01 It is recognized that certain full-time employees whose hours of work are regularly scheduled on a shift basis in accordance with the clause (clause numbers - Shift Work section of Hours of Work Article) and who receive Shift Premium in accordance with Article 31 (hereinafter referred to as a shift work employee) are required to attend certain proceedings, under this collective agreement as identified in clause.01 (a) (this Article) and certain other proceedings identified in clause.01 (b) (this Article) which normally take place between the hours of 9 a.m. to 5 p.m. from Mondays to Fridays inclusive.

When a shift work employee who is scheduled to work on the day of that proceeding and when the proceeding is not scheduled during the employee's scheduled shift for that day and when the majority of the hours of the employee's scheduled shift on that day do not fall between the hours of 9 a.m. to 5 p.m., upon written application by the employee, the Employer shall endeavour, where possible, to change the shift work employee's shift on the day of the proceeding so that the majority of the hours fall between 9 a.m. to 5 p.m. provided that operational requirements are met, there is no increase in cost to the Employer and sufficient advance notice is given by the employee.

- (a) Certain Proceedings Under This Agreement
 - (i) CIRB Proceedings Clauses 14.01, 14.02, 14.04, 14.05 and 14.06
 - (ii) Personnel Selection Process Clause 21.07
 - (iii) Contract Negotiation and Preparatory Contract Negotiation Meetings Clauses 14.10 and 14.11
- (b) Certain Other Proceedings
 - (i) Training Courses which the employee is required to attend by the Employer.

- (ii) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.

**ARTICLE 63
REPORTING PAY**

40 HOUR/WEEK

63.01 An employee who reports for work on the employee's scheduled shift shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight time, whichever is the greater.

NOTE:

see overtime Article 15 & Call Back Article 13

**ARTICLE 64
TECHNOLOGICAL CHANGE**

64.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function the following clauses will apply.

64.02 In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.

64.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

64.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days written notice to the PSAC of the introduction or implementation of technological change when it will result in significant

changes in the employment status or working conditions of the employees.

64.05 The written notice provided for in clause.04 will provide the following information:

- (a) The nature and degree of change.
- (b) The anticipated date or dates on which the Employer plans to effect change.
- (c) The location or locations involved.

64.06 As soon as reasonably practicable after notice is given under clause .04, the Employer shall consult with the PSAC concerning the effects of the technological change referred to in clause .04 on each group of employees. Such consultation will include but not necessarily be limited to the following:

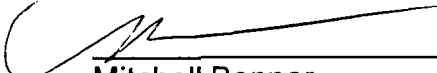
- (a) The approximate number, class and location of employees likely to be affected by the change.
- (b) The effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

64.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.


SIGNED AT Halifax this 1st day of March, 2010

Yarmouth International
Airport Corporation

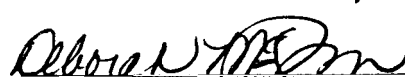
Public Service Alliance of
Canada (PSAC)




Mitchell Bonnar



Jeannie Baldwin (REVP PSAC)



Debbie McLaughlin - Regional
Representative



Rob Spina

APPENDIX "A"

SALARY GRID AND EFFECTIVE DATES

OCTOBER 20, 2009	-	\$ 20.53/HOUR
OCTOBER 20, 2010	-	\$ 21.13/HOUR
OCTOBER 20, 2011	-	\$ 21.73/HOUR

APPENDIX "B"

LETTER OF OFFER AT DATE OF TRANSFER

APPENDIX "C"



SUPERVISORY DIFFERENTIAL

Supervisory Differential

A Supervisory Differential as set out below shall be paid to employees in the bargaining unit who occupy positions which receive a supervisory rating in accordance with existing practices:

<u>Supervisory Rating</u>	<u>Differential</u>
A1	4.0%
B2	6.5%
B3, C2	11.0%
B4, C3, D2	15.0%
B5, C4, D3, E2	19.0%
B6, C5, D4, E3	22.5%
B7, C6, D5, E4	26.0%
C7, D6, E5	29.5%
D7, E6	33.0%
E7	36.5%

APPENDIX "D"

MEMORANDUM OF AGREEMENT

ON RED-CIRCLING

MEMORANDUM OF UNDERSTANDING

GENERAL

This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.

Where the provisions of this collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.

This Memorandum of Understanding will form part of this collective agreement.

PART I

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maximum rates of pay shall be in accordance with the Retroactive Remuneration Regulations.
3. (a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

(b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified

position.

4. Employees subject to section 3 will be considered to have transferred (as defined in Public Service Terms and Conditions of Employment Regulations) for the purpose of determining increment dates and rate of pay.

PART I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

NOTE: The term "attainable maximum rate of pay" means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to Section (b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level.

3(a) The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.

b) In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

4. Employees subject to section 3, will be considered to have transferred for the purpose of determining increment dates and rate of pay.

PART II

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