

COLLECTIVE AGREEMENT

Between

ARINC International of Canada, ULC

(the “Employer”)

LOCAL 20221

And

Public Service Alliance of Canada (PSAC)

(the “Alliance”)

Expiry date: May 31, 2020

15029 (02)

TABLE OF CONTENTS

ARTICLE	PAGE
TABLE OF CONTENTS.....	2
ARTICLE 1 - PURPOSE & SCOPE	4
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - RECOGNITION	4
ARTICLE 4 - EMPLOYEE REPRESENTATIVES.....	4
ARTICLE 5 - USE OF EMPLOYER FACILITIES	5
ARTICLE 6 - UNION SECURITY – CHECK OFF	5
ARTICLE 7 - INFORMATION.....	6
ARTICLE 8 - STRIKES AND LOCKOUTS	7
ARTICLE 9 - NO DISCRIMINATION.....	7
ARTICLE 10 - HARASSMENT.....	7
ARTICLE 11 - DESIGNATED PAID HOLIDAYS.....	8
ARTICLE 12 - OTHER LEAVE WITH OR WITHOUT PAY	9
ARTICLE 13 - LAYOFF/RECALL AND SEVERANCE PAY	14
ARTICLE 14 - PAY ADMINISTRATION	16
ARTICLE 15 - TRAVELLING	17
ARTICLE 16 - SUSPENSION AND DISCIPLINE	17
ARTICLE 17 - EMPLOYEE PERFORMANCE REVIEW	18
ARTICLE 18 - HEALTH AND SAFETY	19
ARTICLE 19 - STAFFING PROCEDURE.....	21
ARTICLE 20 - GRIEVANCE PROCEDURE.....	22
ARTICLE 21 - ARBITRATION.....	24
ARTICLE 22 - EMPLOYEE STATUS	24

ARTICLE 23 - HOURS OF WORK.....	25
ARTICLE 24 - OVERTIME.....	26
ARTICLE 25 - CALL-BACK PAY.....	27
ARTICLE 26 - STANDBY.....	28
ARTICLE 27 - SHIFT PREMIUMS.....	28
ARTICLE 28 - VACATION LEAVE.....	28
ARTICLE 29 - INSURANCE PLANS	30
ARTICLE 30 - GROUP RETIREMENT SAVINGS PLAN	30
ARTICLE 31 - TECHNOLOGICAL CHANGE	31
ARTICLE 32 - PROFESSIONAL MEMBERSHIP FEES	32
ARTICLE 33 - JOINT CONSULTATION.....	32
ARTICLE 34 - BARGAINING UNIT WORK.....	32
ARTICLE 35 - POSITION CLASSIFICATION AND JOB DESCRIPTIONS	32
ARTICLE 36 - SENIORITY	33
ARTICLE 37 - UNIFORM ALLOWANCE.....	34
ARTICLE 38 - ALLOWANCES	34
ARTICLE 39 - CONTRACTING OUT.....	34
ARTICLE - 40 SHORT TERM LEAVE	35
ARTICLE 41- AGREEMENT REOPENER	35
ARTICLE 42 - DURATION AND RENEWAL.....	35
Letter of Understanding	37

ARTICLE 1 - PURPOSE & SCOPE

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

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except to the extent expressly modified by a specific provision of this Agreement, the Union recognizes and acknowledges that the Employer reserves and retains, solely and exclusively, all rights to manage the business, operations and employees.
- 2.02 The rights set forth in this Article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement in good faith and without discrimination.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board.

ARTICLE 4 - EMPLOYEE REPRESENTATIVES

- 4.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select two (2) employees as representatives. The Alliance shall notify the Employer in writing of the names of its Employee Representatives.
- 4.02 An Employee Representative shall obtain the permission of the immediate supervisor before leaving the work area to investigate employee complaints, 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.
- 4.03
- (a) The Employer will grant leave with pay for three (3) days to one (1) employee during regular working hours for purposes of preparing for contract negotiations.
 - (b) The Employer will grant leave with pay to one (1) employee during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance.
- 4.04 The Employer will continue the pay of the designated Employee Representative(s) who is meeting with the Employer on behalf of the Alliance at scheduled Union Management meetings during such representative's normally scheduled working hours.

4.05 Where operational requirements permit, the Employer will grant leave without pay to one (1) employee to undertake on behalf of the Alliance, including its components or locals, to attend Union business, including conventions, executive meetings, Canada Industrial Relations hearings and representatives training courses.

4.06

(a) An employee accepting full-time employment with the Alliance as a representative of the employees covered by this Agreement, with one month's notice, shall be granted a leave of absence without pay or benefits by the Company for ninety (90) days, which leave may be extended upon request, and with the consent of the Union, up to a total period of one (1) year; provided that no more than one (1) member of the bargaining unit shall be granted such leave during any given period.

(b) An employee who returns to the bargaining unit after a period of leave without pay or benefits granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return. The employee will be granted a period of 60 days to re-train and re-qualify for his or her position.

4.07 The Employer shall allow a Union representative fifteen (15) minutes to meet with new employees at time of payroll sign up. The Employer will provide the Union with advance notice of payroll sign up times.

ARTICLE 5 - USE OF EMPLOYER FACILITIES

5.01 Reasonable space on Employer controlled bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices.

5.02 With reasonable prior notification a designated representative of the Alliance shall be permitted reasonable access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer.

5.03 The Employer shall provide the Employee Representative with access to office equipment including, but not limited to, telephone, facsimile machine (if available), and Electronic Communication System (email).

ARTICLE 6 - UNION SECURITY – CHECK OFF

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

- 6.02 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 6.03 The Alliance shall inform the Employer in writing of the authorised monthly deduction to be checked off for each employee.
- 6.04 For the purpose of applying clause 6.02, deductions from pay for each employee in respect of each calendar month will start with the first month of employment to the extent that earnings are available.
- 6.05 No prospective bargaining agent other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 6.06 The amounts deducted in accordance with clause 6.02 shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 6.07 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 7 - INFORMATION

- 7.01 The Employer shall provide the Local, within a period of fifteen (15) days of their starting date, with the names, classification, employee status, and work location of newly appointed employees including employee transfers. Upon request, the Local Union President will be provided with the employment status of any bargaining unit employee.
- 7.02 The Employer agrees to supply each employee with a copy of the Collective Agreement within one (1) month after receipt from the printer.
- 7.03 Upon request, the Employer agrees to provide the Local Union President a copy of the Employer's YVR organization chart, identifying the excluded positions, along with the Human Resource Policy Manual, as amended from time to time. Such information shall not be included in, nor form part of, the collective agreement.

7.04 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for his or her examination in the presence of an authorized representative of the Employer.

ARTICLE 8 - STRIKES AND LOCKOUTS

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

ARTICLE 9 - NO DISCRIMINATION

9.01

- (a) 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, colour, national or ethnic origin, language, religious affiliation, sex, gender identity or expression, sexual orientation, family status, mental or physical disability, marital status, or conviction for which a pardon has been granted.
- (b) 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 membership or activity in the Alliance.

ARTICLE 10 - HARASSMENT

10.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment, personal harassment and bullying. The Employer undertakes to ensure that sexual harassment, personal harassment and bullying will not be tolerated in the workplace and in support of that goal every employee receives training on ARINC's Professional Workplace Environment Bulletin #110 upon hire, and annually thereafter.

10.02

- (a) Sexual harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (b) Personal harassment is any inappropriate, offensive, unacceptable, intimidating or demeaning comment or conduct, occurring as an isolated incident or a series of incidents. It is behaviour that an individual knows, or ought reasonably to know, to be unwelcome.

- (c) Bullying means inappropriate conduct or comment by a person towards another that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but does not include any reasonable action taken by the Employer relating to the management and direction of employees or the place of employment.

10.03 **Complaint Procedure**

- (a) The employee who alleges sexual or personal harassment, or a Union representation behalf of the employee, may contact a Manager or other Employer Representative who will:
 - (i) Investigate the matter; and
 - (ii) Maintain a strict degree of confidentiality with the employee concerned; and
 - (iii) Take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter for resolution under the Grievance Procedure as provided for in Article 20.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

10.04 An alleged offender who is a member of the bargaining unit shall be given notice of the substance of a complaint under this Article.

10.05 All persons involved in an internal investigation will be instructed at the outset as to the need for confidentiality, and the Employer's Professional Workplace Environment (PWE) policy which prohibits retaliation.

ARTICLE 11 - DESIGNATED PAID HOLIDAYS

11.01 The following days shall be designated paid holidays for employees.

- a. New Year's Day
- b. Good Friday
- c. Victoria Day
- d. Canada Day
- e. Labour Day
- f. Thanksgiving Day

- g. Remembrance Day
- h. Christmas Day
- i. Boxing Day
- j. Two (2) floating holidays

11.02 Where an employee's designated holiday coincides with the employee's leave of absence with pay, the designated day shall be considered as a designated holiday and not as a day of leave with pay.

11.03 Shifted Holiday

When one or more designated holidays coincides with an employee's rest day or days of rest, or the employee requests to take such designated holidays on another day (a day in lieu), the employee may take the designated holiday up to **thirty (30)** days prior to the actual holiday or anytime after the holiday has passed, within the calendar year. The employee must obtain the Employer's agreement, which will not be unreasonably withheld.

11.04 An employee who works on a designated holiday has the option to:

- (a) Receive pay at time and one-half (1 ½) for all hours worked up to the regular daily scheduled hours of work in addition to the pay that the employee would have been granted had he or she not worked on the holiday;

OR

- (b) Receive straight time pay for the hours worked the designated holiday and a holiday up to **thirty (30)** days prior to the designated holiday or anytime after the holiday has passed within the same calendar year.

11.05 The Employer will respond to employee requests, in writing, within a reasonable time. If the request is denied, written reasons will be included.

11.06 When an employee is required to report to work and reports on a designated holiday, the employee shall be paid in accordance with the provisions of this Article or Article 25, Call-Back Pay, whichever applies.

ARTICLE 12 - OTHER LEAVE WITH OR WITHOUT PAY

12.01 Bereavement Leave with Pay

- (a) 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, foster child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, fiancée and relative

permanently residing in the employee's household or with whom the employee permanently resides.

- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of three (3) consecutive calendar days inclusive of the day of the funeral, memorial service or similar event for the deceased. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee.
- (c) An employee is entitled to one (1) day bereavement leave in the event of the death of his or her son-in-law, daughter-in-law, brother-in-law, sister-in-law, step brother and step sister.
- (d) If, during a period of scheduled vacation, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the vacation leave credits shall be restored accordingly.
- (e) On request, the Employer may, at its sole discretion, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

12.02 Maternity Leave without Pay

- (a)
 - (i) An employee who has completed a minimum of six (6) months continuous employment and becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending no later than seventeen (17) weeks after the termination date of the pregnancy and subject to clause 12.04.
 - (ii) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.
 - (iii) An employee may elect to use earned vacation credits up to and beyond the date that the pregnancy terminates.
 - (iv) A pregnant employee may be eligible for sick leave benefits under Article 13, prior to commencing maternity leave, for injury or illness including

medical disability related to pregnancy, but excluding the state of pregnancy as an illness.

- (b) An employee shall inform the Employer in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c) Where an employee has the actual care and custody of her newborn child, that employee is entitled to additional parental leave without pay pursuant to clause 12.03 and 12.04 of up to thirty-seven (37) weeks ending no later than fifty-two (52) weeks after the child comes into the employee's care.

12.03 Parental Leave without Pay

An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child (that being a child below the age of majority).

An employee may request parental leave at least four (4) weeks prior to the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.

12.04 Aggregate Amount of Parental Leave

The aggregate amount of parental leave and maternity leave utilised by an employee in respect of the same birth shall not exceed a total of fifty-two (52) weeks.

The aggregate amount of parental leave, or the aggregate amount of parental and maternity leave, utilised by an employee-couple in respect of the same birth or adoption shall not exceed a total of fifty-two (52) weeks for both employees combined.

The number of weeks of maternity or parental benefits an employee is eligible for does not increase if the employee has a multiple birth or adopts more than one child at one time.

12.05 Continuous Service

Maternity and parental leave shall be counted for the calculation of "continuous service" 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 and for earning vacation leave credits under this Agreement. Employees returning from such leave shall be credited with vacation earned during this time, after they have returned to work for a period of six (6) consecutive months.

12.06 **Benefit Premiums**

During any period of maternity or parental leave the Employer shall continue to pay its applicable share of all pension, benefit, and insurance plan premiums.

12.07 **Job Reinstatement**

When the employee returns to work from any period of maternity or parental leave under this Article, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. But in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.

12.08 **Job Posting Notices**

Any employee, who takes leave for maternity, paternity, or adoption purposes, shall be informed by the Employer through the electronic system of job posting opportunities which arise during such leave.

12.09 **Injury-on-duty Leave**

- (a) An employee shall be granted injury-on-duty leave when a Workers' Compensation claim has been approved by the Workers' Compensation Board.
- (b) **Notwithstanding Article 12.09 (a), if the Board denies an employee's claim and the claim is under appeal, the employee is eligible to use their sick leave credits in accordance with Article 40 Sick Leave. In the event the employee does not have sufficient sick leave, the employee may use their available vacation leave until a final decision is made by the Board on the claim.**
- (c) **If the appeal is successful, the payment made by the Board for the period of the paid Injury on Duty Leave, vacation leave used by the employee will be remitted to the Employer and the employee's respective leave bank will be credited accordingly.**
- (d) **The employee may elect to either:**
 - (i) **have WCB remit such wages directly to the Employer or**
 - (ii) **elect to have such compensation assigned to themselves**

12.10 **Court Leave**

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

- (a) for jury selection of duty;

- (b) for attendance as a subpoenaed witness except where the employee is a principal or is called as a witness on his or her own behalf. A subpoenaed witness includes an employee compelled to appear in court under the Young Offender's Act.

12.11 Education and Professional Development Leave

- (a) Employer-directed courses, seminar, training and related examinations will be treated as time worked.
- (b) The Employee recognizes that generally there is a mutual benefit to be derived from employees who seek to improve their educational **and professional development** qualifications. The Employer agrees to reimburse employees the cost of tuition fees for those employees who successfully complete a course of study pre-approved by the Employer and provided by a recognized educational institution **or an Employer approved training vendor** outside their normal hours of work. The Employer further agrees to provide the Employee time off with pay to write exams during their normal working hours.

12.12 Compassionate Care without Pay

For the purpose of this clause, a family member is defined as spouse or common-law partner; parent; spouse or common-law partner of a parent; child; or child of the spouse or common-law partner; and any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition of "family member" in subsection 23.1 (1) of the Employment Insurance Act.

- (a) An employee shall be granted compassionate care leave without pay for a maximum of eight (8) calendar weeks for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply.
 - i. An employee shall notify the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given.
 - ii. An employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical

doctor is limited or not accessible, and the medical doctor has authorized the other medical practitioner to treat the ill family member.

- (b) If, during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the vacation leave credits shall be restored accordingly.
- (c) The period of compassionate care leave shall end upon the earlier of the following: the end of the eight week leave, the date the ill family member no longer requires care or support, or the death of the ill family member.
- (d) Unpaid compassionate care leave utilized by an employee-couple for the same family member shall not exceed a total of eight (8) weeks for both employees combined.
- (e) An employee may elect during the eight (8) week leave to utilize their earned holiday or vacation leave.
- (f) Compassionate care leave shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.
- (g) On request, the Site Manager may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

12.13 Leave With or Without Pay for Other Reasons

The Employer may grant leave with or without pay for purposes other than those specified in this Agreement. Such leave shall not be unreasonably withheld.

ARTICLE 13 - LAYOFF/RECALL AND SEVERANCE PAY

13.01 Notice of Layoff

Where there will be a reduction in the workforce, the Employer will notify the Union and the affected employees at least (30) days prior to the layoff occurring. The written notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

13.02 Employees will be laid-off by the reverse order of seniority within the bargaining unit provided the qualifications of remaining employees meet all criteria required to perform the remaining work.

13.03 The Employer and the Union will hold a meeting to discuss possible alternatives to a workforce reduction within fifteen (15) days of notice being given.

13.04 Voluntary Severance

Following the consultation in Article 13.03, and prior to implementing the layoffs, the Employer will consider offering employees voluntary severance in accordance with clause 13.05 and 13.11, if:

- (a) the employee waives the right to recall; and
- (b) the voluntary severance would avoid the lay-off of another employee.

13.05 Employees subject to lay-off shall, during the thirty (30) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel.

13.06 Employees subject to layoff for an indefinite period shall have the option of:

- (a) accepting layoff and retaining the right of recall for up to one (1) year; or
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay outlined below; or
- (c) displacing the most junior employee in any equivalent or lower classification level, providing such employee has the capability and may within a period of training of up to three (3) months become qualified. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee.

13.07 Employees affected by the reduction who are appointed to a lower-rated position pursuant to clause 13.06 shall have their rate established in accordance with the provisions of this Agreement.

13.08 No new employees shall be hired if a qualified laid-off employee with recall rights can satisfactorily perform the work.

13.09 Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the thirty (30) day period in clause 13.01 for which the employee is qualified to perform the work or could qualify within a three (3) month training period. The staffing provisions of this Agreement will not apply in these circumstances.

13.10 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff to their former position for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

13.11 Severance

Upon completion and receipt of the signed original Employer's standard Confidential Separation and Release agreement, severance will be paid to the employee within the following two pay periods in the amount of two (2) weeks' pay for the first completed year of continuous service and one (1) week's pay for each subsequent year thereafter (or part thereof) of continuous service, less any notice period as provided for in 13.01. Severance pay for less than a year of continuous service will be pro-rated on a completed month basis.

13.12 The provisions of this Article only apply to permanent full-time and part-time employees. Severance payments for part-time employees will be pro-rated based on the number of hours worked.

ARTICLE 14 - PAY ADMINISTRATION

14.01 Rates of pay for employees are expressed as annual rates of pay and are as established in Appendix A.

14.02 Employees shall be paid on the 15th and on the last day of the each month at the rate of pay to which he or she is entitled as prescribed in Appendix A. Payments shall be by direct deposit in the account of the employee at the institution of his or her choice. Each

payment shall be accompanied by a pay statement mailed to the employee's place of residence that includes all deductions made from the employee's pay.

- 14.03 Upon initial appointment to a position, the Employer will place an employee at one of the annual salary levels for which he or she is employed. In no case will the employee be paid less than the minimum rate.
- 14.04 An employee appointed or reclassified to a higher position shall be assigned to a level of the new position which provides for an increase in pay. In no case will the employee be paid at higher than the maximum rate of the new position.
- 14.05 If an employee is required by the Employer to perform the duties and responsibilities of a position with a higher rate of pay, the employee will be paid as per article 14.04 for the time spent performing such duties and responsibilities.
- 14.06 When an employee is required by the Employer to perform the duties and responsibilities of a lower rated position on a temporary basis, he or she will maintain their current rate of pay of the substantive position.
- 14.07 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year. During this time, the employee may be returned to his or her former position at the rate of pay to which he or she would have been entitled had he or she stayed in that position. The acting appointment may be extended to accommodate a temporary vacancy.

ARTICLE 15 - TRAVELLING

- 15.01 Where the Employer requires an employee to travel outside of their normal place of employment, time spent travelling shall be considered time worked and shall be paid at the applicable rate.
- 15.02 The Employer will reimburse employees for reasonable and actual expenses incurred travelling on Employer business. Mileage for approved use of the employee's personal vehicle will be paid in accordance with Treasury Board rates in effect at the time of travel.

ARTICLE 16 - SUSPENSION AND DISCIPLINE

- 16.01 An employee may be disciplined for just cause. When an employee is suspended from duty, or discharged, the Employer will undertake to notify the employee in writing of the reason within a reasonable period of time. A copy of the written notification will be provided to the Union Local. If the employee is not at work, written notification in the form of a registered letter will be sent to the employee's last known address and will be effective three (3) calendar days from the date of mailing. An employee who does not

receive a written reason for suspension, or discharge, at the time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is provided.

- 16.02 Prior to the employee receiving notification, the Employer will notify (by email or other means) the local President of the Alliance, or his or her designate, that such suspension, or discharge, will occur.
- 16.03 An employee shall be made aware of all formal disciplinary documents and reports that have been placed in the employee's personnel file. Where the employee has not been made aware of such memos, documents and reports within fourteen (14) days of the conclusion of the investigation, then no such memos, documents and reports shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary memos, documents and reports placed in the employee's file.

The Employer will initiate any disciplinary investigation as soon as practical but no later than ten (10) days after the incident comes to the Employer's attention. The Employer will attempt to advise both the local President, or designate, and the employee involved, that such investigation has commenced. The employee shall also be advised of the nature of the incident. The local President, or designate, may contact the Employer representative for further information regarding the incident. The Employer shall endeavour to handle the investigation in a timely manner. The Employer shall advise the Union and the employee of the result in writing.

- 16.04 In considering appropriate disciplinary action, the Employer shall not consider past written warnings where the employee has gone twelve (12) clear months without further discipline and shall not consider past suspensions where the employee has gone twenty-four (24) clear months without further suspensions.

Any document or written statement relating to disciplinary action will be removed from the employee's file when it will no longer be considered.

- 16.05 The employee shall be advised of his or her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employees to investigate alleged misconduct of the employee. The employee will be allowed to meet with the Union representative prior to the disciplinary meeting.

ARTICLE 17 - EMPLOYEE PERFORMANCE REVIEW

- 17.01 The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review will include discussion of strengths and opportunity areas for improved performance. Should the employee not meet reasonable standards of performance expected of him/her, the employee will be placed on a Performance Improvement Plan (PIP) or a Performance

Enhancement Plan (PEP) where performance will be discussed and recommendations made to improve performance with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis. Such recommendations shall be in writing and a copy shall be provided to the employee.

17.02 When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An electronic copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered as an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

17.03

(a) Prior to an employee performance review the employee shall be given to electronic access to:

i) the evaluation form which will be used for 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, the employee will be given electronic access to them.

17.04 An employee has the right to make written comments to be attached to the performance review form.

ARTICLE 18 - HEALTH AND SAFETY

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

18.02 Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.

18.03 The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a joint Health and Safety

Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives appointed by the Alliance.

18.04 The Joint Health and Safety Committee

- (a) shall consider and expeditiously dispose of complaints relating to the health and safety of employees;
- (b) shall participate in the development, implementation and monitoring of a program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters related to those hazards;
- (c) shall participate in all of the inquiries, investigations, studies and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- (d) shall ensure that adequate records are maintained on work accidents, injuries and health hazards relating to the health and safety of employees and regularly monitor data relating to those accidents, injuries and hazards;
- (e) shall cooperate with health and safety officers;
- (f) shall assist the Employer in investigating and assessing the exposure of employees to hazardous substances;
- (g) shall inspect each month all or part of the work place, so that every part of the work place is inspected at least once each year;
- (h) shall participate in the development of health and safety policies and programs;
- (i) shall meet during regular working hours at least nine times a year at regular intervals and, if other meetings are required as a result of an emergency or other special circumstances, the committee shall meet as required during regular working hours or outside those hours.

18.05 An employee who is pregnant may request the Employer to modify her job functions or reassign her to another job if continuing her current functions poses a risk to her health or that of the foetus. Where such request is supported by a physician's note, the Employer will modify the employee's job functions or reassign her to another job in accordance with the employee's medical limitations and restrictions.

18.06 An employee may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of the Canada Labour Code.

ARTICLE 19 - STAFFING PROCEDURE

- 19.01 The Employer shall electronically post all permanent vacancies, including newly created positions, in the bargaining unit. Candidates may be sought internally and externally at the same time.
- 19.02 The postings shall be for a minimum of seven (7) calendar days.
- 19.03 The posting shall contain the following information:
- (a) The requirements of the position to be filled and the salary grade for the position. Ranges for each grade will be available on the compensation home page on the Employer's Intranet;
 - (b) The qualifications applicable to the position including the education, knowledge, abilities, skills, and experience required of the position to be filled. The Employer may consider an applicant with relevant experience in lieu of the educational requirements where the educational qualification is not a mandatory requirement for the position.
 - (c) Such qualifications will not be established in an arbitrary or discriminatory manner.
- 19.04 All candidates in the bargaining unit who have applied and who meet the posted requirements for the position will be interviewed. The Employer shall endeavour to schedule such interviews during the employee's scheduled hours of work.
- 19.05 Where it is found that the qualifications of two or more internal candidates are relatively equal then the candidate with the greater seniority must be offered the position prior to the internal candidate with the lesser seniority.
- 19.06 All unsuccessful candidates will be advised of the results of the competition and will be counselled as to how they can be better prepared for future openings.
- 19.07 For certain positions the Employer may establish an eligibility list by pre-posting positions and selecting candidates in advance. An eligibility list shall not exist for a period exceeding twelve (12) months.
- 19.08 The Employer may hire an external candidate once all internal candidates who have applied within the seven (7) day posting period and who meet the requirements of the position are interviewed for the position.
- 19.09 The Employer is not required to post under this Article in the following circumstances:

- (a) vacancies to be filled by an employee on the Recall List, in accordance with Article 13; or
 - (b) reassignment of an employee in a duty to accommodate situation;
 - (c) temporary vacancies of less than three (3) months.
 - (d) It is not the intent of clauses 19.09 (a), (b), or (c) above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.
- 19.10 All temporary vacancies known to be greater than three (3) months duration will be posted electronically. The posting notice will be for a minimum of seven (7) calendar days. The poster shall state the duration of the appointment if known at that time.
- 19.11 The Employer's obligations under this Article shall be exercised without discrimination or favouritism.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01

If a difference arises between:

- (a) the Employer and an employee(s), or
- (b) the Employer and the Union

concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s), the Union or the Employer shall have the right to file a grievance. Nothing in this provision deprives employees of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the Union. This grievance procedure is not intended to preclude any consultation process between employees, their Union representative and the management representative which will normally occur in the process of resolving problems. Where this level of consultation occurs, the time limits in Stage 1 will be extended by the appropriate number of days.

20.02

The following procedure will be used for the resolution of differences referred to in clause 20.01.

Stage 1:

Prior to submitting a written grievance, and within fourteen (14) calendar days of the matter giving rise to the difference, or within fourteen (14) calendar days of the employee becoming

aware of the matter giving rise to the difference, but in no event more than ninety (90) calendar days after the matter giving rise to the difference the employee will first try to resolve the difference by speaking with a management representative. However, if the employee has followed the consultative process outlined in 20.01(b) and has not reached a resolution the employee may submit a Stage 1 written grievance. The management representative will respond in writing to the grievance within fourteen (14) calendar days of meeting with the employee. Where an employee commences a leave period during the fourteen (14) calendar day period, calculation of the time in which the employee has to file the grievance will be suspended. Upon return to work the employee shall have the balance of the fourteen (14) calendar day period as calculated above in which to file the grievance. The management representative will document grievances resolved at Stage 1, specifying the contract clause involved and the agreed upon remedy. A copy will be distributed to the Union representative.

Stage 2:

If the grievance is not settled to the employee's satisfaction at Stage 1, then, within fourteen (14) calendar days after the expiry of time limits set out in Stage 1, the employee may submit a written grievance including the redress requested to the Manager. In the event that there is no Manager, the Union may submit the written grievance to the Human Resources Representative or designate. Within fourteen (14) calendar days of the receipt of the grievance, the Employer shall give written response delivered confidentially only to the employee and the Union representative.

20.03 If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within thirty (30) calendar days of the expiry of the time limits set out in Stage 2.

20.04 If the time limits set out in clauses 20.02 and 20.03 are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next stage or await the Employer's response in which case no time limit shall run against the Union until it has received the Employer's response.

20.05 A grievance initiated by the Employer or the Union, or a grievance involving the termination of employment, posting, safety or health or harassment, shall be processed at Stage 2. Grievances involving the Union shall be responded to within fourteen (14) calendar days. By mutual agreement of the Union and the Employer, other grievances may be processed at Stage 2.

20.06 Employees shall have the right to be represented at any stage of the grievance process. The employee(s) and the Union representative shall be given leave with pay to attend

such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

ARTICLE 21 - ARBITRATION

- 21.01 The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within fourteen (14) calendar days as calculated in Article 20 after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.
- 21.02 In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.
- 21.03 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. The arbitrator shall render his award within a reasonable period.
- 21.04 The decision of the arbitrator shall be final and binding on both parties.
- 21.05 Each party shall bear half (1/2) the cost of the arbitrator. Employees required for the conduct of the hearing shall be given leave with pay to attend the arbitration hearing for the period of time that their participation is required.
- 21.06 The arbitrator shall not change, modify or alter any of the terms of this contract.

ARTICLE 22 - EMPLOYEE STATUS

22.01 Introductory Period

Any employee entering service with the Employer shall be subject to an Introductory Period of six (6) months. Such employee shall have a performance evaluation completed at approximately the mid-point of the Introductory Period and its conclusion. The performance evaluation shall be in writing and a copy shall be provided to the employee. All provisions of this Agreement will apply to employees during the Introductory Period, except where otherwise provided. Upon successful completion of the Introductory Period, an employee's seniority shall be established from the first day of employment.

- 22.02 An employee released by the Employer during this period shall receive written notice of the termination with a copy to the Union. The employee may grieve the dismissal but may not pursue the grievance to arbitration. The grievance shall be initiated at Stage 2 of the grievance procedure.

22.03 Regular, Full-Time Employees

A regular, full-time employee is an employee hired for an indeterminate period whose standard hours of work are forty (40) per week and who has completed the Introductory Period.

22.04 Regular, Part-Time Employees

A regular, part-time employee is an employee hired for an indeterminate period whose regularly scheduled hours of work per week are less than those established in Article 23, Hours of Work, but not less than twenty (20) hours per week.

A regular part-time shift can be established where there is not sufficient work to establish regular full-time shifts. No regular part-time shift may be scheduled to negate a regular, full-time position.

ARTICLE 23 - HOURS OF WORK

23.01 It is recognized by the parties that the Employer's operations are of a continuous nature.

23.02 The master work schedule in place as of the signing of the Collective Agreement shall be posted. When the schedule is to be amended, the Employer shall consult in advance with the Union Local. The implementation of such changes shall require an agreement in writing by the Employer and the Union Local, and such agreement shall not be unreasonably withheld. The new master schedule shall be posted at least thirty (30) calendar days before it takes effect.

23.03 A regular scheduled shift shall not commence within twelve (12) hours of completion of the employee's previous regularly scheduled shift except with the approval of the employee.

23.04 The normal hours of work shall be forty (40) hours per week averaged over the period designated in the master work schedule as per the Modified Work Schedule provisions of the Canada Labour Code.

23.05 The master work schedule shall not include split shifts.

23.06 A shift bid will be held quarterly. The selection of shifts within each classification shall be done in order of seniority.

23.07 Shift Exchange

Provided at least forty-eight (48) hours advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increased cost to the Employer. Such approval will not be unreasonably withheld.

23.08 Rest Periods

Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, inclusive of travel, for all employees. For employees whose shifts extend beyond their regularly scheduled shift, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

23.09 Lunch Break

- (a) The Employer will endeavor to arrange an unpaid meal break of one-half (1/2) hour at times convenient to the employees;
- (b) **Certain overnight Help Desk positions require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break because they will not be able to leave the work place for a meal break. Subject to clause 23.09(a), and subject to operational needs, specified meal break shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.**
- (c) When directed by the Employer to perform work that extends into the normal meal period, employees will be paid for the meal break at the applicable overtime rate.

23.10 An employee may be granted flexible working arrangements provided that such arrangements are consistent with administrative or operational requirements, result in no increased cost to the Employer and are mutually agreed to by the employee and management. Such request shall not be unreasonably denied.

23.11 Temporary changes to the work schedule may be made for up to seven (7) consecutive days based on operational requirements, personnel changes and employee absences.

ARTICLE 24 - OVERTIME

24.01 Allocation of Overtime

Subject to operational requirements, the Employer shall endeavour:

- (a) (i) to allocate overtime work on an equitable basis among readily available, qualified employees within a job classification;
- (ii) where an insufficient number of employees within a job classification are available for overtime, overtime may be offered to readily available, qualified employees in other work areas; and

- (iii) where overtime has been offered in (i) and (ii) above and an insufficient number of employees remain, the most junior qualified employee will be required to perform the work.
- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours notice of any requirement for overtime work.

24.02 **Overtime Compensation**

An employee is entitled to overtime compensation for overtime worked by the employee. Overtime work must be pre-authorized by the Supervisor or Manager to be eligible for compensation.

24.03 Overtime shall be compensated on the following basis:

- (a) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
- (b) time and one-half (1 1/2) for each hour worked on the first or second day of rest;

24.04 Subject to payroll requirements, employees shall be paid overtime earnings on the first pay period subsequent to reporting the overtime.

24.05 The Employer agrees to provide the Employee Representative, upon request, with a list of employees and their corresponding year-to-date overtime.

24.06 When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.

ARTICLE 25 - CALL-BACK PAY

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

- (a) Four (4) hours' pay at the applicable overtime rate; or
- (b) The applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work;

- (c) Work performed at a non-work site will be compensated for actual hours worked at the applicable overtime rate or for a minimum of one (1) hour at the applicable overtime rate, whichever is greater.

ARTICLE 26 - STANDBY

- 26.01 Where the Employer requires an employee, in writing, to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of one (1) hours pay for each day of the week on which any standby duty occurs.
- 26.02 An employee designated for standby duty will be available during the period of standby and return for duty promptly if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties. The Employer will endeavor to provide as much advance notice of standby as practicable.
- 26.03 An employee on standby who reports for work shall, in addition to the standby pay, be compensated in accordance with the Call-Back pay provisions of Article 25.

ARTICLE 27 - SHIFT PREMIUMS

27.01 Shift Premium

A shift work employee will receive a shift premium of two dollars and **twenty-five (\$2.25) cents** per hour for all hours worked, including overtime hours, between 6:00 p.m. and 6:00 a.m.

ARTICLE 28 - VACATION LEAVE

28.01 Vacation Year

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

28.02 Vacation Service

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

- (a) the length of continuous service with the Employer; or
- (b) in the case of re-employment after a break of service of less than one (1) year, the employee will receive full credit for prior employment.

28.03 Vacation Entitlement

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

28.04 Credits

An employee shall earn vacation leave credits as follows:

Years of Employment (current year minus year of hire)	Annual Paid Leave (Hours)	Vacation Addition to Pay	Monthly Accrual (Hours)	Maximum Accumulation Limit
0-5	120	4%	10	none
6-10	144	6%	12	none
11-15	168	6%	14	none
16+ More	192	6%	16	none

Note: Part-time employees receive a pro-rated amount of paid leave based on number of hours worked.

28.05 Scheduling

- (a) The Employer will make reasonable efforts to grant the employee his or her vacation leave at the time requested by the employee.
- (b) Each employee shall select their vacation through a rotational scheduling process, within the employee's classification, starting with the employee with the greatest seniority (as defined in Article 36 - Seniority) and progressing through to the employee with the least seniority. **The most senior employee is able to select a maximum of up to yearly entitlement before the next senior employee gets the opportunity to select up to their maximum entitlement until the vacation dates have been selected.** This selection process will be completed by December 15th of the previous year for all employees' vacation for the following year. Any vacation credits not taken during the vacation year will be automatically carried over to the next vacation year.
- (c) If an employee requests his or her vacation be rescheduled from their original selection, the Employer shall endeavor to accommodate the request. Such request will be processed in the order received.
- (d) Employee requests for vacation leave unscheduled in (b) above shall be processed in the order received. The Employee will respond to these employee requests, in writing, within a reasonable time.

- (e) Once an employee's vacation period has been scheduled and approved in accordance with this Article, it shall not be displaced by a more senior employee.

28.06 Displacement of Vacation Leave

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

- (b) is granted bereavement leave, or
- (c) is granted leave because of illness in the immediate family (medical substantiation may be required), or
- (d) is granted sick leave on production of medical certificate,

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

28.07 No employee shall be required to return to duty after he or she has proceeded on vacation leave, nor shall approved vacation leave be cancelled when it would impose a financial loss on the employee. Except in emergencies, an employee will not be required to re-schedule vacation leave once it is approved.

28.08 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid any outstanding vacation pay at the employee's current rate of pay.

ARTICLE 29 - INSURANCE PLANS

29.01 The existing Group Insurance Plan, referred to as Sun Life Financial-Contract Number 70192, shall be continued without modification to entitlements during the life of the collective agreement.

29.02 The Employer agrees not to amend plans unless mutually agreed to by the Employer and the Union.

29.03 The Employer shall continue to pay the full cost of premiums for Sun Life Financial supplemental benefit plan (medical, dental, vision and prescription drugs) for employees and their dependents.

ARTICLE 30 - GROUP RETIREMENT SAVINGS PLAN

30.01 The existing Group Retirement Savings Plan **provided by** Standard Life Assurance (Policy Number RS 102061-S0331) **shall continue to be offered** during the life of the collective agreement.

30.02 The Employer agrees not to amend any plans unless mutually agreed to by the Employer and the Union.

ARTICLE 31 - TECHNOLOGICAL CHANGE

31.01 For greater certainty, the parties agree that they shall be governed by the definition of technological change in the Canada Labour Code. Technological change means:

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

31.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.

31.03 The notice referred to in Article 31.02 shall be in writing and shall state:

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

31.04 Once the Employer has given the Alliance the notice described in Article 31.02, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

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

31.05 During the notice period described in Article 31.02, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

31.06 Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Article 31.02, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

ARTICLE 32 - PROFESSIONAL MEMBERSHIP FEES

32.01 The Employer shall reimburse an employee for the payment of membership or registration fees to a professional organization or governing body when membership or registration is required by the Employer.

ARTICLE 33 - JOINT CONSULTATION

33.01 The Employer and the Alliance acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

33.02 Consultation may take place for the purpose of providing information, discussing the application of policies, or to seek resolution of workplace issues, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority, nor shall any commitment made be construed as amending or adding to the terms of this Agreement.

33.03 Either party may request a consultation meeting, in writing, and such meeting will be held within thirty (30) days of the request.

33.04 The Employer and the Alliance agree that, where practicable, they shall reply in writing to each other's correspondence within ten (10) days of receipt.

ARTICLE 34 - BARGAINING UNIT WORK

34.01 Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except in emergency situations.

ARTICLE 35 - POSITION CLASSIFICATION AND JOB DESCRIPTIONS

35.01 When the Employer establishes a new position or reclassifies an incumbent's existing position, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees

with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with the management personnel involved. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure as provided for in Articles 20 and 21.

35.02 The employee's job description shall reflect the major duties and responsibilities of the assigned position currently held by the employee. Upon hiring or by written request, an employee shall be provided with the current statement of the general job description of his or her position, including the classification level and current pay, and an YVR organization chart depicting the positions' place in the organization.

ARTICLE 36 - SENIORITY

36.01 Definition

Seniority is the total length of continuous YVR site employment by a regular employee with the Employer on a full or part-time basis. Seniority shall also include the period of time the employee worked as a contractor for the Employer immediately preceding being hired as an employee. A break in service of sixty (60) days or less shall not constitute an interruption in continuous employment for purposes of calculating an employee's seniority. Seniority shall be used:

- (a) in the choice of vacation periods;
- (b) in the application of the staffing procedure;
- (c) in the selection of shift and work schedule within the work area;
- (d) in the application of lay-off and recall provisions.

36.02 Seniority List

A seniority list shall be revised prior to the shift schedule bid and will be posted. A copy will be forwarded to the Union Local

The list shall indicate the following:

- (i) Name of employee;
- (ii) Job title;
- (iii) Classification;
- (iv) Seniority date;
- (v) Full-time or part-time.

36.03 **Introductory Period**

Notwithstanding Article 36.01, the Employer may schedule a newly hired employee on any available shift until such employee has successfully completed the Introductory Period. At the next quarterly shift bid, such employee will be assigned a shift according to seniority. Should other personnel need to be reassigned during this period to meet staffing needs resulting from the effect of this provision, such reassignment shall be in reverse order of seniority.

ARTICLE 37 - UNIFORM ALLOWANCE

- 37.01 Employees will be provided with a uniform allowance of \$300.00 (USD) per year. The uniform allowance will be used to order uniform items through a supplier recognized by the Employer as per the current practice. Any expenditure exceeding \$300.00 (USD) annually will be at the employee's expense unless otherwise authorized by the Site Manager or Supervisor. Shipping charges and tax are paid by the Employer and not included in the annual allowance. **An employee who is required by the employer to have safety boots will be provided with a footwear allowance of \$150 CAD every two years for the purchase of locally sourced footwear for work. The shoes may be replaced due to damage or normal wear and tear when approved by the supervisor.**
- 37.02 The uniform allowance will be used in accordance with the Uniform Policy in effect at the time of purchase. Any monies remaining after purchase of uniform items may be used to purchase other items, such as rubber-soled, black shoes, black belts, and caps, as available through Employer approved vendors.
- 37.03 Should additional clothing be required by the Employer during the life of the collective agreement, the additional clothing shall be provided by the Employer.

ARTICLE 38 - ALLOWANCES

- 38.01 An employee who uses a motor vehicle to travel to and from work shall receive a free parking space at or near their place of employment, subject to YVR availability.
- 38.02 Subject to the provision of parking spaces above, an employee who uses public transit to travel to and from their place of employment shall be reimbursed up to a maximum of fifty (\$50) dollars per month, upon presentation of an applicable receipt.

ARTICLE 39 - CONTRACTING OUT

The Employer agrees that any contracting out instigated by the Employer during the term of this collective agreement will not result in the layoff or loss of work of employees hired on or before the date of ratification of this agreement.

ARTICLE - 40 SHORT TERM LEAVE

- 40.01 The Employer will provide paid sick leave for all employees who have completed three (3) months or more of service. Employees shall be paid 100 per cent of regular salary **effective the first day of illness.**
- 40.02 The total sick leave with pay which may be granted under this clause shall not exceed five (5) days in a calendar year.
- 40.03 When an employee has insufficient or no credits to cover the granting of sick leave with pay, the employee may choose, at his or her discretion, to use accrued vacation leave to cover the absence or request and be granted sick leave without pay.
- 40.04 An employee who may be absent from duty on account of sickness shall notify his/her immediate supervisor a minimum of one (1) hour prior to the beginning of the shift, unless there is a valid reason why such notice could not be given.
- 40.05 The Employer **may** require the employee to provide a medical certificate or a written statement from the doctor as evidence of sickness if the absence is for more than three (3) days. The Employer may require further reports from the employee's physicians from time to time. **The Employer will bear the costs of medical reports.**
- 40.06 Any unused sick leave entitlements shall be restored upon rehire when the break in service resulting from an involuntary layoff is sixty (60) days or less.

ARTICLE 41- AGREEMENT REOPENER

- 41.01 This Agreement may be amended by mutual consent.

ARTICLE 42 - DURATION AND RENEWAL

- 42.01 The term of this Agreement shall be from the date of ratification until May 31, 2020. The provisions of this Agreement shall take effect on the date of ratification of this Agreement, unless another date is stated in this Agreement.
- 42.02 Notwithstanding Article 40.01, the provisions of this Agreement shall remain in effect during negotiations for its renewal, and until either a new Collective Agreement becomes effective, or until the provisions of Section 89 (1) of the Canada Labour Code have been met.
- 42.03 Either party to this Agreement may, within the period of three (3) months immediately preceding the date of expiration of the term of this Agreement, by written notice, require the other party to this Agreement to commence collective bargaining with a view to the

conclusion, renewal or revision of this Agreement in accordance with Section 49 (1) of the Canada Labour Code.

42.04 Where notice to bargain collectively has been given under Article 40.03, the Employer shall not alter the rates of pay, or any other term or condition of employment, or any right or privilege of the employees, or any right or privilege of the Union, until a renewal or revision of this Agreement has been concluded, or until the provisions of Section 89 (1) of the Canada Labour Code have been met, unless the Union consents to the alteration of such a term or condition, or such a right or privilege.

Letter of Understanding

Between

ARINC International of Canada, ULC

And

Public Service Alliance of Canada

Re: Job Descriptions and Training

During the course of bargaining, the parties agreed to form a Union-Management Committee to design and implement an integrated training plan. The terms of reference for this Committee will include but is not limited to a review of existing job descriptions with a view to developing appropriate and cost effective training options for each classification.

The Committee will be established consisting of equal representation from the Union and the Employer, and agree to meet within sixty (60) days of the ratification of the Collective Agreement.

- .01 The Employer agrees to pay all costs including the release time associated with the work of the Committee.

Within six (6) months of the initial meeting, unless otherwise agreed to by the parties, outstanding items if any, which cannot be agreed to will be referred to the Federal Mediation and Conciliation Services to be mediated by a FMCS Officer.

FOR THE UNION:

BY 

FOR THE COMPANY:

BY 

Signed this 29 day of January 2018:

ARINC International of Canada, ULC:



Nancy Wood
Pr. Manager, Labor Relations



Vincent Correale
Sr. Manager, Field Service Engineering



Tara Wigglesworth
Sr. Performance Consultant



Alissa Dorman
Sr. Human Resources Representative

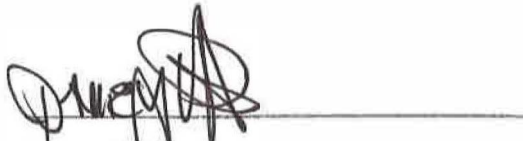
Public Service Alliance of Canada:



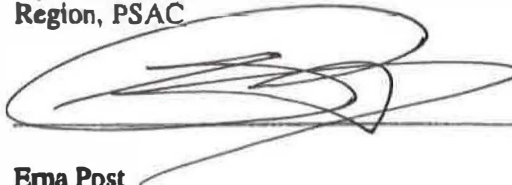
Amit Bhatt
Bargaining Team Member PSAC



Barry Tchir
Regional Vice-President, UCTE/PSAC



Jamey Mills
**Regional Executive Vice President, BC
Region, PSAC**



Erna Post
Negotiator, PSAC

Appendix A – General Economic Increase

Wage Chart

For those employees with less than eight (8) years of service:

Effective June 1, 2017	Grade	To Start	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years
AISS	2	\$ 32,000	\$ 32,900	\$ 33,825	\$ 34,777	\$ 35,755	\$ 36,760	\$ 37,794	\$ 38,857
Tech	5	\$ 40,253	\$ 41,385	\$ 42,517	\$ 43,650	\$ 44,782	\$ 45,914	\$ 47,045	\$ 49,256
Help Desk	6	\$ 41,930	\$ 43,013	\$ 44,123	\$ 45,263	\$ 46,495	\$ 48,283	\$ 50,208	\$ 54,240
STA	10	\$ 76,908	\$ 78,062	\$ 79,233	\$ 80,421	\$ 81,627	\$ 82,852	\$ 84,095	\$ 85,356

Long Service Premium

- A long service premium will be paid to employees who have completed more than 8 years of continuous service. A premium of \$500 will be paid on June 1 of year 8.
- Each year of service beyond 8 will result in an additional \$250 premium, paid on June 1.
 - For example, an employee who has completed 8 years of continuous service will receive \$500, an employee who has completed 9 years of service will receive \$750, and an employee with 11 years of service will receive \$1,250.