

# COLLECTIVE AGREEMENT

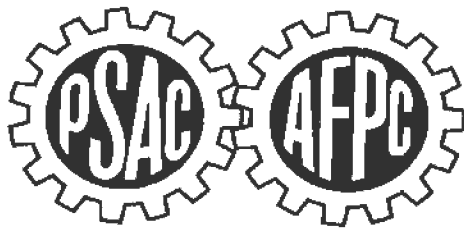
BETWEEN

CHARLOTTETOWN AIRPORT AUTHORITY INC.



and

THE PUBLIC SERVICE ALLIANCE OF CANADA  
UCTE LOCAL 60925



Expiry Date: July 12, 2020

**PAST EMPLOYEES**

MacMILLAN, VIVIAN E.	Mar 1/99 – Apr 9/00
WHITTY, MICHAEL A.	Mar 1 - Mar 31/99 Dec 1/99 - Mar 31/00
RHYDER, JAMES C.	Mar 1 - Mar 31/99 Dec 1/99 – Mar 31/00
WILSON, CLIFFORD R .	Dec. 1/99 – Mar 31/00
LEWIS, DEAN	Jan 29 – Mar 30/01
SHEEHAN, GILBERT P.	Mar 1 – Mar 31/99
DAVIS, ARCH L.R.	Mar 1 – May 6/99
LUNDY, RICHARD G.	Mar 1/99 – Jan 31/01
NICHOLSON, AL D.	Mar 5/01 – Dec 25/04
CORRIVEAU, DANIEL	Mar 25/99 – June 25/04
MacEACHERN, THANE G.	Mar 1/99 – Apr 30/05
ALLEN, BRYAN G.	Mar 1/05 – June 6/08
CORRIGAN, LAWRENCE	Mar 1/99 – Sept 16/09
GOOD, STEWART	Mar 1/99 – Nov 25/09
SAUNDERS, EDWARD	Apr 6/99 – June 30/10
LANDRY, ANDY	Apr 6/99 – Apr 15/11
NEWMAN, IG	Mar 1/99 – Nov 23/11
ARSENAULT, WALTER	Mar 1/99 – Apr 9/12
MCGUIRE, GREG	Apr 6/99 – Jun 28/13
JAY, STERLING	Apr 4/05 – May 27/16

**TABLE OF CONTENTS**

ARTICLE 1 - PURPOSE AND DEFINITIONS ..... 1

ARTICLE 2 - RECOGNITION ..... 1

ARTICLE 3 - MANAGEMENT RIGHTS..... 2

ARTICLE 4 - UNION SECURITY & CHECKOFF ..... 2

ARTICLE 5 - WORK IN THE BARGAINING UNIT ..... 3

ARTICLE 6 - STRIKES AND LOCKOUTS ..... 3

ARTICLE 7 - JOINT CONSULTATION ..... 4

ARTICLE 8 - INFORMATION ..... 4

ARTICLE 9 - USE OF EMPLOYER FACILITIES ..... 5

ARTICLE 10 - EMPLOYEE REPRESENTATIVES ..... 5

ARTICLE 11 - GRIEVANCE AND ARBRITRATION PROCEDURE ..... 6

ARTICLE 12 - SUSPENSION AND DISCIPLINE..... 8

ARTICLE 13 - NO HARASSMENT AND NO OTHER FORMS OF ..... 9

DISCRIMINATION IN THE WORKPLACE ..... 9

ARTICLE 14 - EMPLOYEE STATUS ..... 11

ARTICLE 15 - PROBATION ..... 13

ARTICLE 16 - HOURS OF WORK ..... 14

ARTICLE 17 - OVERTIME/REPORTING PAY ..... 18

ARTICLE 18 - CALL-BACK..... 21

ARTICLE 19 - STANDBY ..... 21

ARTICLE 20 - WASH-UP TIME ..... 22

ARTICLE 21 - SHIFT PREMIUMS ..... 22

ARTICLE 22 - PAY ADMINISTRATION ..... 22

ARTICLE 23 - LEAVE - GENERAL ..... 24

ARTICLE 24 - DESIGNATED PAID HOLIDAYS .....	24
ARTICLE 25 - VACATION LEAVE .....	26
ARTICLE 26 - EDUCATION AND CAREER DEVELOPMENT LEAVE.....	29
ARTICLE 27 - LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS.....	30
ARTICLE 28 - OTHER LEAVE WITH OR WITHOUT PAY .....	31
ARTICLE 29 - STAFFING PROCEDURE .....	38
ARTICLE 30 - JOB CLASSIFICATION .....	40
ARTICLE 31 - STATEMENT OF DUTIES .....	40
ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES.....	40
ARTICLE 33 - TECHNOLOGICAL CHANGE.....	41
ARTICLE 34 - SEVERANCE .....	42
ARTICLE 35 - BREAK IN SERVICE AND EMPLOYMENT .....	43
ARTICLE 36 - SENIORITY .....	44
ARTICLE 37 - HEALTH AND SAFETY .....	45
ARTICLE 38 - SICK LEAVE WITH PAY .....	46
ARTICLE 39 - PENSIONS.....	47
ARTICLE 40 - HEALTH AND BENEFIT PLANS .....	48
ARTICLE 41 - REGISTRATION FEES.....	48
ARTICLE 42 - PARKING.....	48
ARTICLE 43 - TRAVEL.....	49
ARTICLE 44 - UNIFORMS AND CLOTHING AND TOOLS .....	50
ARTICLE 45 - STANDARD OPERATING GUIDELINES.....	51
ARTICLE 46 - AGREEMENT RE-OPENER.....	51
ARTICLE 47 - TERM OF AGREEMENT.....	52
APPENDIX "A" - RATES OF PAY.....	53
LETTER OF UNDERSTANDING # 1.....	54

LETTER OF UNDERSTANDING # 2.....	55
LETTER OF UNDERSTANDING # 3.....	56
LETTER OF UNDERSTANDING # 4.....	62
LETTER OF UNDERSTANDING # 5.....	67
LETTER OF UNDERSTANDING # 6.....	68

## ARTICLE 1 - PURPOSE AND DEFINITIONS

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 provisions of this Agreement apply to the PSAC, employees and the Employer.

1.03 For the purpose of this Agreement:

**"PSAC"** means the Public Service Alliance of Canada;

**"Employer"** means The Charlottetown Airport Authority Inc. and includes any person authorized to exercise the authority of the Employer;

**"employee"** means a person who is a member of the bargaining unit specified in Article 14 of this agreement;

**"leave"** means authorized absence from duty by an employee during his or her regular or normal hours of work;

**"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;

## ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the PSAC as the sole and exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Canada Industrial Relations Board dated May 26, 1999, as follows:

All Employee Bargaining Unit – Board File 86870

2.02 For greater clarity, "employee" shall mean:

All employees of the Charlottetown Airport Authority Inc., otherwise called the "Employer", as per certificate(s).

2.03 In the event that the Employer creates a new position (which did not exist in the CIRB certificates noted in 2.01), it undertakes to inform the Union of the creation of this new position together with the Employer's position as to whether such position is to be recognized as being part of the bargaining unit. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this position in the bargaining unit.

- 2.04 In the event that the parties fail to agree on whether the position shall be included or excluded, either party may refer the case to the Canada Industrial Relations Board for decision.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

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

### **ARTICLE 4 - UNION SECURITY & CHECKOFF**

- 4.01
- a) 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 pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
  - b) The Employer agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

- 4.06 The PSAC 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 5 - WORK IN THE BARGAINING UNIT**

- 5.01 Duties normally performed by employees within the bargaining unit will not be performed by excluded staff, except in cases of emergencies where no other employee is available, or for training purposes.
- 5.02 Volunteers will not do bargaining unit work.
- 5.03 The Employer agrees that jobs and work or services presently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, corporation, person, company, organization or non-unit employee in such a manner as to result in lay-off or reduction of work hours for bargaining unit members.
- 5.04 The Employer agrees that until such time as a new collective agreement is signed by the parties, no existing employee shall suffer a layoff or a reduction in hours of work nor shall seasonal employees have their recall rights affected provided there are manpower requirements as per Clause 14.02. For purposes of this Article, "existing employee" means any employee who is a member of the bargaining unit on July 13, 2000.
- 5.05 In the event an employee retires/resigns from his/her position the employer agrees that the duties performed by that individual shall not be contracted out until such time as the parties' sign a new collective agreement.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

- 6.01 There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- 6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employers premises, the Employer will ensure a safe access to the workplace.
- 6.03 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another Employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled. In an emergency situation, an employee will be provided a safe escort.
- 6.04 The Employer shall not assign any employee work normally performed by a tenant's employees who are lawfully on strike or locked out.

- 6.05 If an employee refuses to cross any picket line, the employee shall not be paid for time not worked and the employee shall not be subject to discipline provided such employee, if working in an essential capacity such as firehall duty or winter maintenance, makes provision for and ensures that another qualified employee reports for duty at the scheduled start-up of daily operations.

## **ARTICLE 7 - JOINT CONSULTATION**

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02 Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 7.03 The Employer agrees to give the PSAC Local reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 7.04 Grievances shall not be dealt with at Joint Consultation under this Article.

## **ARTICLE 8 - INFORMATION**

- 8.01 The Employer shall provide the Local, with the names, classification and work location of newly appointed employees, upon hiring.
- 8.02 The PSAC agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the Collective Agreement.
- 8.03 The Employer agrees to provide the President of the Union Local of PSAC with a copy of the Employer's current organization chart and as amended from time to time.
- 8.04 The Employer, upon request, will provide the President of the Union Local of PSAC with a copy of, or access to, the following:
- a) policies bearing on employee's employment;
  - b) full text of all benefit and pension plans;
  - c) courtesy copies of those Board documents which are public record and notice of Board appointments;
  - d) current job descriptions;
  - e) health & safety reports generated outside OSH Committee, and
  - f) names and titles of all excluded staff
- as existing at the signing of this Collective Agreement and as amended from time to time.

## **ARTICLE 9 - USE OF EMPLOYER FACILITIES**

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the PSAC for the posting of official PSAC notices. The PSAC 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.
- 9.02 The Employer agrees to permit PSAC representatives to reasonable use of the Employer's Electronic Communication Systems (E-mail) for Union business.
- 9.03 The Employer will continue its present practice of making available to the PSAC Local, three (3) specific locations on its premises for the placement of reasonable quantities of literature of the PSAC.
- 9.04 A duly accredited representative of the PSAC shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local.
- 9.05 Upon request and where practical, the Employer will provide a meeting room to the Local so that it may carry out union business.
- 9.06 The Employer agrees to provide the Union Executive, at no cost, with the use of a photocopier for the reasonable requirements of the local, a filing cabinet for its sole and exclusive use and, subject to availability, an office with a telephone. The PSAC local will be responsible for its long distance charges.

## **ARTICLE 10 - EMPLOYEE REPRESENTATIVES**

- 10.01 The Employer acknowledges the right of the PSAC to appoint or otherwise select employees as representatives.
- 10.02 The PSAC shall determine the jurisdiction of each representative.
- 10.03 The PSAC shall notify the Employer in writing the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints, or process a grievance, or undertake any other local union business, during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 10.05 The Employer shall ensure that new employees are introduced to a representative of the PSAC on their first day of work.

## ARTICLE 11 - GRIEVANCE AND ARBRITRATION PROCEDURE

11.01 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 including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.

This grievance procedure is not intended to preclude any consultation process between the employees, their Union representative(s) and Management 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.

11.02 The following procedure will be used for the resolution of differences referred to in clause 11.01.

### Stage 1

Prior to submitting a written grievance, and within twenty (20) days of the matter giving rise to the difference, or within twenty (20) days, of the employee becoming aware of the matter giving rise to the difference, the employee will first try and resolve the difference by speaking with the immediate Supervisor. The immediate Supervisor will respond verbally to the issue within ten (10) days of the meeting with the employee. In calculating the ten-day (10) period referred to above, only days during which the employee is actively at work shall be counted. Where an employee commences a leave period during the ten (10) 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 ten-day (10) period as calculated above in which to file the grievance. The immediate Supervisor 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.

### Stage 2

If the grievance is not settled to the employee's satisfaction at Stage 1, then, within ten (10) days after the expiry of time limits set out in Stage 1, the employee may submit a written grievance to the designated employer representative, including the redress requested. Within ten (10) days of the receipt of the grievance, the designated employer representative shall give written response delivered confidentially to the employee and the Union representative.

11.03 If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within twenty (20) days of the expiry of the time limits set out in Stage 2.

11.04 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Clauses 11.02 and 11.03 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.

11.05 A grievance initiated by the Employer or the Union, or a grievance involving the termination of employment, posting, health or safety, or sexual harassment shall be processed at Stage 2. Only the Designated Employer Representative may submit a grievance on behalf of the Employer. Grievances involving the Union shall be responded to within ten (10) days.

11.06 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.

#### ARBITRATION

11.07 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 ten (10) days as calculated in Article 11 after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

11.08 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.

11.09 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.

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

11.11 Each party shall bear half (1/2) the cost of the arbitrator. Employee(s) involved and union representatives shall be given leave without pay to attend arbitration hearings. The number of union representatives to attend arbitration hearings is to be discussed and agreed upon between union and management.

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

11.13 Expedited Arbitration - The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure:

## 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 and shall not be referred to in subsequent arbitrations;
- f) such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- g) such decisions from the expedited format shall be final and binding upon the Parties;
- h) the Arbitrator shall be chosen by mutual agreement between the Parties.

## **ARTICLE 12 - SUSPENSION AND DISCIPLINE**

Where it appears during any meeting with an employee, that the nature of such a meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated and the following procedures will be implemented.

- 12.01 An employee may be disciplined for just and sufficient cause. Just and sufficient cause shall include unsatisfactory work performance. When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing by Registered Mail of the reason within a three-day period.

An employee who does not receive the 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 received.

- 12.02 The Employer shall notify the local President of the PSAC, or his or her designee, that such suspension, or discharge, has occurred, preferably at the time but in any case no later than forty-eight (48) hours after the suspension or discharge.
- 12.03 An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen (14) days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a

copy of any disciplinary report placed on the employee's file.

The Employer will initiate any disciplinary investigation no later than fifteen (15) days after the incident comes to the Employer's attention and shall advise the local President, or his or her designee, that such investigation has commenced.

- 12.04 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 twenty-four months have elapsed since the disciplinary action was taken provided that no further disciplinary action regarding the same or similar matter referred to in this document has been recorded for a 24 month period.
- 12.05 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. In the event the employee elects to have Union representation, he or she will be allowed to meet with a Union representative prior to the disciplinary meeting. The employee will receive a minimum of one day's notice of a disciplinary meeting.
- 12.06 If an employee files a grievance against a suspension, or discharge in accordance with Article 11, the Employer will postpone that disciplinary action until the grievance is resolved except when the Chief Executive Officer or designate has determined that there has been a theft, breach of trust or serious misconduct.
- 12.07 The employer agrees to impose discipline in a progressive manner after reasonable consideration of the appropriate type of disciplinary action warranted in accordance with the following scale, which is listed in order of severity:
1. Counselling;
  2. Oral reprimand;
  3. Written reprimand;
  4. Suspension;
  5. Dismissal.

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

The PSAC and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and discrimination and the Employer undertakes to ensure that sexual and personal harassment and discrimination will not be tolerated in the workplace.

13.01

- a) Harassment means any improper behavior by a person employed by the CAA that is directed at and is offensive to any employee of the CAA and which that person knew, or ought to have reasonably known, would be unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans,

belittles or causes personal humiliation or embarrassment to an employee. It includes harassment within the meaning of the Canadian Human Rights Act.

- b) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature whether on a one-time basis or in a continuous series of incidents:
  - (i) that might reasonably be expected to cause offense or humiliation to any employee or,
  - (ii) that the employee might reasonably perceive as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- c) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of that employee, or in any way interfere with or influence the career of the employee. It includes intimidation, threats, blackmail or coercion.

### 13.02

- a) The Employer acknowledges and affirms its obligations under the Canadian Human Rights Act, which prohibits discrimination in respect of employment by reason of race, national or ethnic origin, creed, language, color, religion, age, sex, marital status, family status, mental and physical disability, criminal conviction for which a pardon has been granted, sexual orientation, political affiliation, or membership or activity in the union, in the absence of a bona fide occupational requirement as provided for by the Canadian Human Rights Act.
- b) Accordingly, the provision of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- c) In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- d) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitral and no grievance shall be filed by the PSAC in respect of such complaint.
- e) There shall be no discrimination in respect of employment by reason of membership or activity in the PSAC. An allegation of such discrimination is subject to the Grievance Procedures.

### 13.03

#### COMPLAINT PROCEDURE

- a) The employee who alleges sexual harassment, discrimination and personal harassment or a Union representative on behalf of the employee, will contact the Chief Executive Officer who will:

- i) investigate the matter, and when the Employer decides to investigate, it will consult the Union regarding the selection of the investigator;
  - ii) maintain a strict degree of confidentiality with the employee concerned; and
  - iii) take appropriate action to resolve the problem.
- b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the PSAC and the Employer.
- d) At any stage in this procedure an employee may seek assistance and/or involvement of a union representative.
- 13.04 An alleged offender whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Agreement.

## **ARTICLE 14 - EMPLOYEE STATUS**

### **14.01 Full-Time Employees:**

Full-time employee is an employee whose hours are those established in Article 16 - Hours of Work.

### **14.02 Seasonal Employees:**

Seasonal employee is an employee hired for seasonal work such as winter seasonal work in airfield operations. Seasonal employees will have first opportunity for recall to perform other seasonal work excluding escorting. A seasonal employee's scheduled hours of work are annually less than those established for full-time employees. A seasonal employee is covered by all provisions of this Collective Agreement except as modified in this Collective Agreement. Seasonal employees may elect to continue their benefits and optional coverage by paying the full cost of continued coverage during the period of their seasonal layoff provided they meet the eligibility requirements established by the Plan Administrator.

Seasonal employees are not entitled to accumulate compensatory leave per Article 17.06. Seasonal employees may choose to have compensatory time paid at the time it was earned or have compensatory time paid at the end of the season.

Seasonal employees will receive appropriate training during working hours, and at no cost to the employee, in order that they may perform their assigned work.

Providing there are staff requirements, seasonal employees will be recalled by the employer, in order of seniority.

At the beginning of each season each seasonal employee shall indicate their preference of either:

- a) Earning vacation leave at the appropriate rate in accordance with Article 25, Vacation Leave for use during the period of actual employment; or
- b) Receiving vacation pay on a bi-weekly basis at the appropriate rate in accordance with Article 25, Vacation Leave.

Any unused vacation leave at the end of the season will be paid out at the appropriate rate in accordance with Article 25, Vacation Leave.

#### 14.03 Term Employees:

Term employees are employees hired for the purpose of:

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

Term employees are covered by all provisions of this collective agreement except as modified in this collective agreement.

Term employees will be advised in writing, of their termination date when hired. Term employees are covered by all provisions of this Collective Agreement except Article 34 – Severance. Term employees will not accrue vacation credits as per Article 25 – Vacation Leave, but will be provided with four (4%) vacation pay on a bi-weekly basis. If the term of employment extends beyond six (6) months of continuous service the employee is eligible for coverage under the sick leave provisions outlined in Article 38 and may participate in the Group Benefits Plan and be eligible for all benefits under this collective agreement, excluding severance pay and job security.

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

#### 14.04 Students

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

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

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

The Employer agrees to treat students in accordance with the spirit of this collective agreement, i.e. such as, but not limited to, Article 13 - No Harassment and no other forms of discrimination in the workplace.

In consideration the Union agrees that these students are not members of the bargaining unit and will not be subject to any of the specific provisions of this collective agreement.

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

### **ARTICLE 15 - PROBATION**

15.01 All newly hired employees shall be considered probationary employees.

15.02

- a) New hired employees, excluding term employees, shall complete a probationary period of six (6) months, except those who are required to complete a certification process in which case the probationary period may be extended for an additional period of six (6) months.
- b) Newly hired term employees shall complete a probationary period of six (6) months, or the length of their term, whichever is shorter.

15.03 During the probation period an employee will have his/her performance discussed and reviewed with them on a regular basis in accordance with Article 32. A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration unless it relates to an allegation of theft, fraud or harassment.

## ARTICLE 16 - HOURS OF WORK

16.01 For the purpose of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hour,
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.
- c) "Winter Schedule" will be from the last Wednesday in November to the second Wednesday in April.
- d) Except as provided otherwise herein, the normal hours of work, exclusive of a lunch period, shall be as listed below:
- e) For all operational employees working on a fixed or rotating or irregular basis, the Employer shall schedule the hours of work so that employees work an average of eight hours per day and an average of forty hours per week.
- f) for all administrative employees the Employer shall schedule the hours of work so that these employees work seven and one-half (7½) consecutive hours per day and thirty seven and one-half (37½) hours per week from Monday to Friday between the hours of 08:00 and 16:00.

16.02 Schedules of Work\_(Applies only to Employees referred to in 16.01d(i))

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

- a) For all operational employees - An average of forty (40) hours and an average of five (5) days per week; and eight (8) consecutive hours per day, exclusive of a one-half (½) hour meal period except for employees who are on firehall duty. These employees will take meal and lunch breaks during the shift when operational requirements permit.
- b) When establishing schedules of work the Employer will consider the wishes of the majority of the employees concerned.
- c) The Employer will make every reasonable effort:
  - i) not schedule the commencement of a shift within eight (8) hours of the completion of the employee's previous shift; and
  - ii) to avoid excessive fluctuations in hours of work; and
  - iii) not schedule more than seven (7) consecutive days of work, unless otherwise agreed to by the employees; and

- iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday and the consecutive days of rest may be in separate calendar weeks.
- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules which will remain in effect for periods of not less than fifty-six (56) calendar days.
- e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
  - i) on the day it commenced where half or more of the hours worked fall on that day, or,
  - ii) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is considered to have worked their last scheduled shift; and

The second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

- f) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except for employees who are on firehall duty. These employees will take rest, meal and lunch breaks during the day when operational requirements permit.
- g) An employee may be granted flexible (compressed) hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the employee works. Such an arrangement shall not be unreasonably denied.
- h) It is recognized that certain continuous operations require that employees be on the job for a full shift. In these operations, such employees will be permitted a one-half (½) hour meal period.

A specified meal period shall be scheduled as close to the mid-point of the shift as possible. It is also recognized that the meal period may be staggered for employees during winter or continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees. If an employee were to be denied their break by their respective supervisor, he/she would receive overtime compensation for that period.

- i) The weekly and daily hours of work may be varied by the Employer following meaningful consultation with the Union Local to allow for summer and winter hours, provided the annual total of hours remains unchanged;

#### 16.03 Changes to Schedules of Work

- a) The Employer agrees that there will be meaningful and constructive consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.
- b) Upon request from the Union Local representative(s), the parties will meet to review the existing schedule of work. The Employer will review with Union Local representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Union Local representatives.

By mutual agreement, in writing, the Employer and the Union Local representative(s) may waive the application of change of shift with no notice provisions.

- c) Within five (5) days 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.
- d) 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.
- e) An employee whose scheduled hours of work are changed without five (5) days prior notice in advance of the starting time of the change:
  - i) shall be compensated at the rate of time and one-half (1 1/2) for the first full shift worked on the new schedule and double-time after eight hours on the first shift. Subsequent shifts worked in the new schedule shall be paid for at regular straight time rates subject to Article 17.
  - ii) have his/her scheduled days of rest rescheduled as per Clause 16.02 and Article 17.

#### 16.04 Flexible Hours

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

#### 16.05 Compressed Work Week

- a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete their weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement. Such requests shall be subject to operational requirements and shall not be unreasonably denied.

- b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.

#### 16.06 General Terms Respecting Compressed Work Weeks

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

#### 16.07 Conversion of Days to Hours - Compressed Work Week

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

Notwithstanding the above, in clause 28.07 Bereavement Leave with Pay, a "day" will have the same meaning as the provisions of this Collective Agreement.

#### 16.08 Minimum Number of Hours between Shifts - Compressed Work Week

Any provisions in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to compressed hours of work.

## ARTICLE 17 - OVERTIME/REPORTING PAY

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

17.02

a)

(i) Consistent with the nature of the work, overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities, where and when practicable.

(ii) Overtime assignments shall be offered in accordance with (i) above to employees who normally and regularly do the work in question who are readily available.

(iii) Where an insufficient number of employees referred to in (ii) are readily available for overtime work, overtime shall be assigned to the least senior of those employees who are available.

(iv) In the application of (iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime, provided suitable alternatives can be found.

(v) When overtime is worked as a result of an employee being on standby status the above outlined process is not applicable. However, any overtime opportunities that result from being on standby status will count in the overtime equalization process.

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

17.03 Overtime shall be compensated on the following basis:

a) time and one-half (1½) for each of the first four (4) hours worked in excess of the employee's normal scheduled daily hours and double time (2) for each additional consecutive hour;

b) time and one-half (1½) for each hour worked on the first day of rest and double time (2) for each hour worked in excess of the employee's normal daily hours worked on that day of rest.

c) double time (2) for each hour worked on the second or subsequent day of rest [Second or subsequent day of rest means the second day of rest even though this second day may be separated from the first day by a designated paid holiday(s)]

d) an employee who reports for work as directed on a normal workday (provided it is not contiguous to his/her normal hours of work) or on a day of rest shall be compensated for

the time actually worked, or a minimum of four (4) hours pay at the applicable overtime rate, whichever is greater.

- e) an employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- f) unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within thirty days of submission of the overtime claim.
- g) when an employee, is required to remain at work they shall be compensated for all hours worked beyond the end of their first scheduled shift at the applicable overtime rate regardless of their scheduled hours of work.

17.04 Where an employee works overtime in accordance with (a) (b) or (c) above and has worked a period of overtime equal to the normal daily hours of work, the employee shall be given a period of rest of at least eight (8) consecutive hours between the end of the overtime and the time the employee reports for their next regularly scheduled shift with no reduction of earnings from their regular shift.

17.05

- a) Where an employee is required to report to work overtime on a day of rest or to work overtime which is not contiguous to the employee's scheduled hours of work, and reports, and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:
  - i) mileage allowance at the rate established by the Employer which shall be \$0.50 per kilometer for the duration of this collective agreement; or
  - ii) out-of-pocket expenses for other means of commercial transportation.
- b) 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.

17.06

- a) Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay. The duration of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.

Compensatory leave up to (80) eighty (expanded) hours annually per employee may be accumulated for the period from November 1 to October 31. Compensatory leave with pay not used by November 30 will be paid for in cash at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is paid out unless the employee requests a carryover to a maximum of 24 hours. Such carryover is not to be cumulative.

- b) Subject to operational requirements, an employee will be granted compensatory leave with seven (7) days' notice. In individual circumstances, the Employer may waive the seven (7) days' notice.

17.07

- a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be paid for one (1) meal in the amount of twelve dollars (\$12.00).
- b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be paid for (1) additional meal in the amount of twelve dollars (\$12.00) for each four (4) hour period of overtime worked after, except where free meals are provided or when the employee is being compensated on some other basis.

17.08 Reasonable time with pay, in accordance with established meal/coffee breaks, 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.

17.09 If an employee is required to travel out of town for the purpose of Employer business, time travelled shall be considered as time worked, and that the compensation for travel shall be:

- 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 up to the employees regularly scheduled hours of work and overtime at the applicable rates for all time in excess of all regular hours of work;
- 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 and/or work 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 twelve (12) hours at the applicable rate.
- c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours' pay at the applicable rate of pay.

## **ARTICLE 18 - CALL-BACK**

18.01 If an employee is called back to work

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

and returns to work, the employee shall be paid the greater of:

- i) Compensation equivalent to four (4) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period.  
or
- ii) compensation at the applicable rate of overtime compensation for time worked,

provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

- d) If an employee is called back within eight (8) hours at the end of a shift, time and one-half (1 ½) for the first four (4) hours worked in excess of the employee's last shift and double time (2) for each additional consecutive hours.

18.02 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.

18.03 Payments provided under Overtime and Reporting Pay provisions of the Agreement, the Designated Paid Holiday and Standby provisions of the Agreement and clause 18.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

## **ARTICLE 19 - STANDBY**

19.01 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 twenty dollars (\$20) for each eight (8) consecutive hours or portion thereof that they are on standby.

- 19.02 An employee designated by letter or by list for standby duty shall be available to return for duty promptly and normally, within one (1) hour of being called during their period of standby. All employees on standby shall be provided with a portable means of contact at no cost to the employee. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 19.03 An employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with the provisions of Articles 17 & 18 of this agreement.

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

- 20.01 Where due to the nature of work there is a need, wash up time will be permitted.

## **ARTICLE 21 - SHIFT PREMIUMS**

### Shift Premium

- 21.01 An employee working on shifts, half or more of the hours of which are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one dollar and fifty (\$1.50) per hour for all hours worked, including overtime hours (provided such overtime hours are contiguous to regular shift), 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.

### Weekend Premium

- 21.02 An employee working at straight time rates during Saturday or Sunday will receive an additional premium of one dollar and fifty cents (\$1.50) per hour for all regularly scheduled hours worked.
- 21.03 This article does not apply to AMT Level II.

## **ARTICLE 22 - PAY ADMINISTRATION**

### 22.01

- a) Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "A" (Rates of Pay). The Rates of Pay in Appendix "A" shall become effective on the dates specified.
- b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
  - i) "retroactive period" for the purpose of subparagraphs (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 this 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 groups identified in Article 2 of this Agreement during the retroactive period;
- iii) rates of pay shall be paid in an amount equal to what would have been paid had this 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 subparagraphs (b)(i)(ii) and (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 paragraph 22.01(b) for one dollar or less.

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

22.03 An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position except as provided for in Article 29.09 (b).

22.04 If, during the term of this Agreement, a new position, not covered by Appendix "A" of this agreement is created, the Employer shall negotiate the rate of pay with the PSAC. If the parties are unable to agree on the rate of pay for the position in question, the issue shall be resolved through the Grievance Procedure (Article 11) contained in this agreement. The new rate of pay shall be retroactive to the time the position was first occupied by the employee.

22.05

- a) 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, 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.

If an employee agrees to act in a position with a lower rate of pay the employee's salary in their substantive position will be maintained and the employee will also receive the appropriate supervisory differential.

- b) When a day designated as a paid holiday occurs during the acting period, the holiday shall be considered as a day worked for purposes of receiving acting pay.
- 22.06 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 22.07 Each employee will be paid via direct deposit to his/her respective bank account which the employee shall provide pertinent details to the Employer such as Bank Account Number, Name of Bank and location.

### **ARTICLE 23 - LEAVE - GENERAL**

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

### **ARTICLE 24 - DESIGNATED PAID HOLIDAYS**

24.01 Subject to clause 24.02 the following days shall be designated paid holidays for employees.

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Gold Cup & Saucer Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) One additional day when proclaimed by an Act of Parliament as a national holiday.

24.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday except in the case of an employee who is on Leave With Pay under the provisions of Article 27 of this collective agreement.

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

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

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

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

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

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

- 24.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 24.05 or four (4) hours pay at the applicable overtime rate of pay.
- 24.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.
- 24.08 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

## **ARTICLE 25 - VACATION LEAVE**

25.01 The vacation year shall be from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive, of the following calendar year.

### Accumulation of Vacation Leave Credits

25.02 For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's seventh (7th) year of service occurs;
- b) one and two-thirds (1 2/3) days commencing with the month in which the employee's seventh (7th) anniversary of service occurs;
- c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- d) two and one-half (2 1/2) days commencing with the month in which the employee's twenty-sixth (26th) anniversary of service occurs;

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

- a) the length of continuous service with the Employer for employees hired subsequent to March 1, 1999;
- b) the length of cumulative service with the Employer and the Federal Government, for former Transport Canada employees who joined the Airport Authority at the date of transfer.

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

25.05 If, at the end of a vacation year, an employee has unused vacation leave credits those credits may be carried over to the next year subject to Clause 25.10 of this agreement.

25.06

- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- b) Scheduling of vacation leave – The Employer shall make every reasonable effort to schedule:
  - i) an employee’s vacation leave in the year in which it is earned and;
  - ii) to provide an employee’s vacation leave in an amount and at such time as the employee may request;

25.07

- a) The Employer shall give the employee as much notice in writing as is practicable and reasonable, of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer shall give the written reasons therefore, upon request from the employee.
- b) The Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee.

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

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

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.

25.09 Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee, the unused portion of the employee’s vacation leave, to a maximum of fifteen (15) days, may be carried into the following vacation year.

25.10

- a) During the vacation year, upon application by the employee, the Employer may grant carry-over of vacation leave to a maximum of fifteen days. Such request shall not be unreasonably denied.

- b) At the end of the vacation year, earned but unused vacation leave credits in excess of fifteen (15) days shall be paid in cash at the employee's daily rate of pay on December 31<sup>st</sup> in the year that it was earned.

25.11 Subject to operational requirements, the Employer will make every reasonable effort:

- a) not to recall an employee to duty after the employee has proceeded on vacation leave with pay;
- b) not to cancel a period of vacation leave which has been previously approved in writing.

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

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

25.13 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work, and returning to vacation under clause 25.12. Such time shall be considered as time worked.

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

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

- a) the employee, the employee's estate or the person so designated by the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment; or,
- b) the Employer shall grant, if requested by the employee, vacation leave to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with clause 25.14 a); or,
- c) where an employee dies or otherwise terminates employment after a period of service of less than six (6) months, the employee, the employee's estate or the person so designated by the employee shall, in lieu of earned vacation leave, be paid an amount equal to four

percent (4%) of the balance owing from pay and compensation for overtime received by the employee during the employee's period of employment.

## **ARTICLE 26 - EDUCATION AND CAREER DEVELOPMENT LEAVE**

- 26.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with approval of the Employer, an employee may be granted 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.
- 26.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.
- 26.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- 26.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted.

If the employee:

- a) fails to complete the course;  
or,
- 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 layoff, 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.

26.05

- 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 their career development and to the

organization in achieving its goals. The following activities shall be deemed to be a part of career development;

- (i) a course given by the 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 26.05 (a) above. The employee shall receive no compensation under Article 17.00 (Overtime & Reporting Pay) of this 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 that the Employer might deem appropriate.

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

26.07 Training will be provided, where, when and if required, on an equitable basis.

## **ARTICLE 27 - LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS**

27.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Industrial Relations Board.

27.02 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the PSAC.

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

- a) party to the arbitration;
- b) the representative of an employee who is party to an arbitration.;
- c) 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 a Conciliation Board or in an Alternate Dispute Resolution Process.

27.04 The Employer will grant leave with pay to three (3) employees during regular working hours for purposes of attending contract negotiation meetings on behalf of the PSAC.

- 27.05 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the PSAC and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.
- 27.06 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.
- 27.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the PSAC in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place at his/her workplace.
- 27.08 Requests for leave without pay for PSAC or Union Business will be made in advance, in writing.
- 27.09 Leave Without Pay for PSAC or Union Business: An employee who has been elected or appointed to a full-time office of the PSAC, the UCTE or the Local shall be entitled, with a minimum of at least one (1) months' notice, to leave without pay for one term for the period during which they are elected or appointed to hold office.

## **ARTICLE 28 - OTHER LEAVE WITH OR WITHOUT PAY**

For the purpose of this Collective Agreement,

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

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

### **28.01 Spousal Union Leave with Pay**

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

#### 28.02 Personnel Selection Leave

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

#### 28.03 Leave with Pay for Family Related Responsibilities

The total leave with pay which may be granted under this Article shall not exceed five (5) days in a fiscal year.

- a) For the purpose of this clause, family is defined as spouse, dependent children (including children of 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 three (3) days 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) to provide up to three days for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  - iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
  - iv) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

#### 28.04 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, summons, or similar instrument 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.

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

An employee shall be granted injury-on-duty leave when a claim has been made pursuant to the Prince Edward Island Worker's Compensation Act (the Act), and the Workers' Compensation Board has notified the Employer that it has certified that the employee is unable to work in accordance with the Act. The parties shall be governed by the provisions of the Act.

#### 28.06 Religious Holy Days

- a) The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The Employer undertakes to facilitate such arrangements that would allow the employee time off on holy days. Such arrangements may include the use of Designated Holidays (as defined in Article 24 Designated Paid Holidays), annual leave, compensatory leave, leave without pay for other reasons or a shift exchange ( in the case of a shift worker) in order to fulfill their religious obligations.
- b) An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

#### 28.07 Bereavement Leave with Pay

For the purpose of this Article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, grandparents, 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 five (5) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
- b) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- c) If, during a period of sick leave, vacation leave or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 28.07 (a) or (b), the employee shall be granted bereavement leave with pay and his or her leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- d) Necessary time off up to one (1) day shall be granted to an employee to attend a funeral as a pallbearer.
- 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 Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clause a) and b) of the above.

#### 28.08 Medical appointment for pregnant employees

- a) Up to half a day of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.
- b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

#### 28.09 Maternity Leave and Parental Leave Without Pay

- a) Every full time employee is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and parental leave.
- b) An employee who intends to take a leave of absence from employment under the Maternity and Parental Leave clause shall:
  - i) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given;
  - ii) Inform the Employer in writing of the length of leave intended to be taken; and
  - iii) Give at least four week's notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

- c) An employee requesting leave under the provisions of this clause will be provided with a copy of the appropriate Sections of the Canada Labour Code pertaining to Reassignment, Maternity Leave and Parental Leave.
- d) The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks.
- e) Leave granted under this clause shall be counted:
  - i) as "continuous service" for the purposes of calculating vacation leave; and
  - ii) for calculating severance pay;

#### 28.10 Maternity Leave

- a) A pregnant employee is entitled to and shall be granted Maternity Leave Without Pay before, on or after the termination date of the pregnancy to and ending not later than seventeen (17) weeks after the termination date of her pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- b) Where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined above, the period of maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) weeks after the date of birth of the child by a period equal to the period during which the child is hospitalized.

Where the employee has proceeded on maternity leave without pay and then returns to work during all or part of the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over and remain on maternity leave without pay to the extent provided for above.

- c) 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 the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

#### 28.11 Maternity Leave Allowance

- a) A full-time employee who 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 has signed an agreement with the Employer stating that 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 shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:

- i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay; and
- ii) up to fifteen (15) weeks, payment equivalent to the difference between the EI benefits and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period;
- iii) for a full-time employee the weekly rate of pay referred to in paragraph (i) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- iv) Where an employee becomes eligible for a salary revision as per this collective agreement during the period of leave, payments of the allowance shall be adjusted accordingly;
- v) Should the employee fail to return to work for a period of time equal to the time an allowance was received other than death, lay-off or disability, the employee recognizes that she is indebted to the Employer for the full amount received as allowance, and an amount not exceeding the allowance paid will be recovered by the Employer from any monies owed the employee.

#### 28.12 Parental Leave Without Pay

- a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) 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 twenty-four (24) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
  - i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance paternal benefits, an allowance of ninety-three (93%) of his/her weekly rate of pay; and

- ii) up to ten (10) weeks, payment equivalent to the difference between the EI benefits and ninety-three percent (93%) of his/her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period;
- iii) for a full-time employee the weekly rate of pay referred to in paragraph (i) shall be the rate to which the employee is entitled for his/her substantive level to which he/she is appointed.
- iv) Where an employee becomes eligible for a salary revision as per this collective agreement during the period of leave, payments of the allowance shall be adjusted accordingly;
- v) Should the employee fail to return to work for a period of time equal to the time an allowance was received other than death, lay-off or disability, the employee recognizes that he/she is indebted to the Employer for the full amount received as allowance, and an amount not exceeding the allowance paid will be recovered by the Employer from any monies owed the employee.

#### 28.13 Leave Without Pay for the Care/Nurturing of Pre-School Age Children

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

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- b) leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.
- c) leave granted under this clause for a period of more than three (3) month shall not be counted:
  - i) as "continuous service" for the purposes of calculating vacation leave; or
  - ii) for the purposes of earning sick leave credits; or
  - iii) as "employment" for the purpose of calculating severance pay.

#### 28.14 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- a) 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.
- c) leave without pay for periods greater than three (3) months shall not be counted except as provided in (d):
  - i) as “continuous service” for the purposes of calculating vacation leave; or
  - ii) for the purpose of earning sick leave credits; or
  - iii) as “employment for the purposes of calculating severance pay.
- (d) Military Leave without Pay may be granted to an employee without loss of seniority in order to serve in the Canadian Armed Forces as a Reservist, either for training or for active duty. Military Leave without Pay shall count as “continuous service” and as “employment” for the purpose of calculating severance pay and years of service provided the employee returns to their respective position with the Employer upon termination of the period of Leave Without Pay.

The Employer agrees to protect the position of any employee on Military Leave without pay unless the position has been affected as the result of Layoff in which the Layoff & Seniority Rights contained in this Collective Agreement applies. In the event of this occurrence, the Layoff & Seniority rights contained in the Collective Agreement take precedence.

#### 28.15 Personal Day

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a one-day period of leave with pay for reasons of a personal nature. The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

## **ARTICLE 29 - STAFFING PROCEDURE**

#### 29.01

- a) The Employer shall post all permanent vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as “Job Opportunities”).
- b) The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.

29.02

- a) Job Opportunities will be open to all bargaining unit members who are non-probationary employees. In the event no candidate meets the requirements of the Job Opportunity as per Article 29.09 of this agreement, an external search will be carried out.
- b) The Employer shall make every reasonable effort to notify all employees on leave or off shift of all job opportunities.

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

29.04 The poster shall contain the Requirements and the salary of the Job Opportunity. In this Article, "Requirements" means Education, Skills, Qualifications, Abilities, Experience and any license, certification or trade ticket required.

29.05 The Requirements contained in the posting shall be fair and reasonable in relation to the Job Opportunity.

29.06 The poster shall be forwarded to the Union Local prior to posting.

29.07

- a) All non-probationary employees who apply for a job opportunity shall be considered candidates in the selection process.
- b) The candidates for the Job Opportunities will be evaluated according to the posted requirements. In filling the Job Opportunity, the position shall be awarded based on the requirements. Where the candidates are relatively equal on the assessment according to the requirements, the candidate with the greater seniority will receive the offer.
- c) The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, the Employer shall so state on the job posting.

29.08 Candidates shall normally be advised within two (2) weeks of the result of the competition and the name of the successful candidate will be posted.

29.09

- a) The Employer representative(s) conducting the assessments (or interviews) shall assess all candidates in the bargaining unit who apply and meet all requirements of the Job Opportunity as posted.
- b) If there are no qualified candidates for a Job Opportunity within the bargaining unit, the Employer may, at its discretion, assess all candidates and select the highest qualified candidate who could meet the requirements of the position within a reasonable time period where on the job training could be provided. In this case the employee would be paid at 50% of the

difference between their substantive rate of pay and the rate of pay for the new position until such time as he/she had received the necessary training and has been appointed to the position.

- 29.10 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option, may discuss their assessment with the Employer. If requested by the employee, the reason(s) will also be communicated in writing. If requested by the employee, in writing, the Employer will provide full disclosure of all information relative to the employees assessment.

### **ARTICLE 30 - JOB CLASSIFICATION**

- 30.01 If, during the term of this Agreement, the Employer establishes a new position, reclassifies an existing position or makes significant changes on job duties and responsibilities, and the resultant position is not covered by Appendix "A" of this agreement, the Employer shall negotiate the rate of pay with the PSAC. If the parties are unable to agree on the rate of pay for the position in question, the issue shall be resolved through the Grievance Procedure (Article 11) contained in this agreement. The new rate of pay shall be retroactive to the time the position was first occupied by the employee.
- 30.02 The employer agrees that for the duration of this agreement it shall not downgrade the duties or pay level of any position as listed in Appendix A and further agrees that no employee shall be downgraded to another position.

### **ARTICLE 31 - STATEMENT OF DUTIES**

- 31.01 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 pay level, classification level and where applicable and available the point rating by factor and rationale and an organization chart depicting the position's place in the organization.

### **ARTICLE 32 - EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 32.01
- a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

- b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.

32.02

- a) Prior to an employee performance review the employee shall be given:
  - i) the evaluation form which will be used for the review;
  - ii) any written document which provides instructions to the person conducting the review;
- b) if during the employee performance review, either the form or instructions are changed they shall be given to the employee:

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

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

32.05 The Employer shall maintain one (1) personnel file for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee in accordance with Article 12.

## **ARTICLE 33 - TECHNOLOGICAL CHANGE**

33.01 In this Article "Technological Change" means:

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

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

33.03 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred 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.

33.04 The written notice provided for in clause 33.03 will provide the following information:

- a) the nature of the technological change,
- b) the date(s) upon which the Employer proposes to effect the technological change,
- c) the approximate number, type, and location of employees likely to be affected by the change,
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
- e) all pertinent data relating to the anticipated effects on employees.

33.05 Once the Employer has given the PSAC the notice described in 33.03 the Employer shall, on the request of the PSAC, provide the PSAC with a statement in writing setting out:

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

33.06 During the notice period described in Article 33.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change that is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

33.07 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 without loss of pay and at no cost to the employee.

## **ARTICLE 34 - SEVERANCE**

34.01 For purposes of this Article "Present Employer" shall mean The Charlottetown Airport Authority. Severance shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:

- a) Layoff

Two (2) weeks' pay for the first complete year of continuous employment and one

(1) week's pay for each additional complete year of continuous employment with the present employer, 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.

b) Resignation

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

c) Retirement

Upon retirement where an employee is entitled to an immediate annuity under the Employer's Pension Plan or when the employee is entitled to an immediate annual allowance under the Public Service Superannuation Act, one (1) week's pay for each completed year of continuous employment with the present Employer 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.

d) Death

One (1) week's pay for each completed year of continuous employment with the present Employer 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.

34.02 When an employee has completed more than one (1) year of employment and ceases to be employed by reason of termination for cause for reasons of incapacity the employer shall pay one (1) week's pay for each year of continuous employment with the present Employer.

## **ARTICLE 35 - BREAK IN SERVICE AND EMPLOYMENT**

35.01 Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay as per the provisions of Article 34;
- c) is discharged for just and sufficient cause;
- d) abandons his or her position by failing to report for duty for five (5) consecutive days unless the employee provides an explanation for his or her absence which is satisfactory to the Employer.

## ARTICLE 36 - SENIORITY

36.01

- a) For all "Continued Employees" as defined by the Transfer Agreement who were in the bargaining units on March 1, 1999 (date of CIRB certificate) and who transferred from the federal government on February 28, 1999, seniority shall mean length of service with the Employer and length of continuous service with the federal government prior to date of Transfer.
- b) For all other applicable employees, seniority means length of continuous service with Transport Canada and the Charlottetown Airport Authority.
- c) For all other employees seniority means the length of service in the bargaining unit.
- d) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.

36.02 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 25, Vacation).

36.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

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

36.04

- a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised annually by the Employer and posted on bulletin boards, with a copy forwarded to the President of the Union local.
- b) An employee who feels that they are improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.

36.05

- a) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.

- b) No employees shall be transferred to a position nor required to perform any work outside their bargaining unit without their consent.

36.06

- a) An employee on approved Military Leave without pay in order to serve the Canadian Armed Forces as a Reservist, either for training or for active duty, shall retain and accumulate seniority for the duration of their training and/or active duty provided the employee returns to their respective position with the Employer upon termination of the period of Leave Without Pay.
- b) The Employer agrees to protect the position of any employee on Military Leave without pay unless the position has been affected as the result of Layoff in which case the seniority rights contained in this Collective Agreement apply.

### **ARTICLE 37 - HEALTH AND SAFETY**

37.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the PSAC, 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.

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

37.02 The Employer and the PSAC agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in accordance with good safety practices and the applicable sections of the Canada Labour Code.

37.03 The Employer agrees that all Health & Safety issues will be dealt with in accordance with Part II of the Canada Labour Code.

37.04 When an employee recognizes that the quality of the environment is deteriorating, they are obliged to inform the Employer without delay in writing, or orally if they believe the situation is urgent.

Accordingly, the Employer shall:

- a)
  - i) carry out the necessary inspection, analysis and investigations in the presence of a Union Local representative, and provide the Local of the PSAC with a copy of the report arising from these inspections, analysis and investigations;
  - ii) discuss the matter with the local union representative and resolve the matter in

accordance with Part II of the Canada Labour Code.

- b) Any investigation report arising from the examination of a problem will be sent to the Local of the PSAC.
- c) The local union representative must be present at all investigations or inspections rising under paragraph (a) of this clause.

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

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

The Employer shall notify the Local of incidents of this nature.

37.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. All technicians required to perform firehall duty shall be first aid certified as per the Canadian Aviation Regulations.

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

37.08 Flu Shot Provision – The Employer agrees to compensate the costs of an annual flu shot for each employee.

## **ARTICLE 38 - SICK LEAVE WITH PAY**

38.01 Existing employees will earn sick leave credits as per Article 38 with no restrictions or cap on the amount of sick leave credits which may be accumulated. For purposes of this Article, "existing employee" means any employee who is a member of the bargaining unit on July 13, 2000. Sick leave accumulated credits for all employees hired after July 13, 2000 will be capped at eighty-five (85) days per employee.

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

38.03 Employees will earn sick leave credits at the rate of one and one-quarter (1 ¼ days) for each calendar month for which the employee received pay for at least ten (10) days.

- 38.04 An employee shall be granted sick leave with pay, at 100% of the employee's normal rate of pay, when they are unable to perform their duties because of illness or injury provided that:
- a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and
  - b) they have the necessary sick leave credits.
- 38.05 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 38.04, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to fifteen (15) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 38.06
- a) Unless otherwise advised in advance and for valid reason, a statement signed by the employee stating that because of illness or injury, he/she was unable to perform his/her duties, shall, when provided to the Employer, be considered as meeting the requirements of 38.04 if the period of leave requested does not exceed five (5) days and the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) days. The Employer may extend the above time limits based on individual circumstances.
  - b) Where an employee requires a medical certificate, as per a) above, the employee will submit a certificate upon return to work.
- 38.07 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the period, it shall be considered, for the purpose of calculating sick leave credits, that the employee was not granted sick leave with pay.
- 38.08 Where in respect of any period of compensatory leave, an employee is granted sick leave with pay on the production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

## **ARTICLE 39 - PENSIONS**

- 39.01 For the life of this collective agreement the employer agrees to continue the current pension plan for employees of Charlottetown Airport Authority Inc. including the current premium policy (including percentage (%) cost sharing) and further agrees not to amend either the plan or the current premium percentage cost sharing unless mutually agreed.
- 39.02 The actual text of the Pension Plan Documents registered with the regulatory authorities shall govern in all situations requiring clarification or interpretation of the terms of this Plan. Further information is contained in the booklet provided to each employee.

- 39.03 The Employer agrees to recommend, support and vote in favour of a representative from the Public Service Alliance of Canada to sit on the National Canadian Airports Council Pension Committee.
- 39.04 Each employee of the Defined Contribution Plan shall contribute, by payroll deduction, contributions of 6% in the first 2 years of this Agreement and 6.5% in years 3 and 4 of the employee's earnings. The Employer shall contribute an equal amount.

## **ARTICLE 40 - HEALTH AND BENEFIT PLANS**

- 40.01 For the life of this collective agreement the employer agrees to continue the current group benefits plan for employees of Charlottetown Airport Authority Inc. including the current (%) contributions and further agrees not to amend the plan or premium percentage cost sharing unless mutually agreed.
- 40.02 The actual text of the Health and Benefit Plan Documents registered with the regulatory authorities shall govern in all situations requiring clarification or interpretation of the terms of this Plan. The provisions of this plan are contained in the Sun Life Group Benefits Plan (Contract Number 50871 Part D) booklet provided to all employees of the Charlottetown Airport Authority Inc.
- 40.03 The Employer agrees to recommend, support and vote in favour of a representative from the Public Service Alliance of Canada to sit on the National Canadian Airports Council Health and Benefits Committee.

## **ARTICLE 41 - REGISTRATION FEES**

- 41.01 The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of their position, as described in the employee's job description or when required by the Employer.
- 41.02 For all employees who must possess a professional level of driver's license as required by the Employer, the Employer will pay for the medical examinations required to obtain and maintain the professional license.

## **ARTICLE 42 - PARKING**

- 42.01 The Employer agrees to provide parking at no cost to all employees, and access to electrical plug-ins when and if required, i.e. air temperature below -15 Celsius.

## ARTICLE 43 - TRAVEL

- 43.01 The Employer and the PSAC agree that employees shall be compensated for reasonable out of pocket expenses while on Employer requested travel.
- 43.02 It is the prerogative of the Employer to determine whether, when, where, by whom and by what means travel will be undertaken and to select the mode and class of transportation and the accommodation to be used by employees when travelling on employer business. In the event that an alternate time of departure and/or means of travel or accommodation is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for travelling time/transportation/accommodation shall not exceed that which would have been payable under the Employer's original determination.
- 43.03 All changes to pre-authorized travel arrangements must be approved in advance. Any changes not pre-approved (i.e. emergency travel/change in itinerary en route) must be justified in writing and the Employer's duly authorized representative shall decide whether or not to post-authorize the travel.
- 43.04 The Employer will reimburse employees for reasonable expenses incurred (receipts to be provided) while travelling on Charlottetown Airport Authority business, including, but not limited to, meals and commercial accommodations. Employees travelling on Charlottetown Airport Authority business will be paid a per diem to cover the cost of meals and incidentals. The per diem will be seventy-four dollars (\$74.00) for the life of the Agreement. The per diem will be broken down as follows:
- |              |         |
|--------------|---------|
| Breakfast:   | \$12.00 |
| Lunch:       | \$15.00 |
| Dinner:      | \$32.00 |
| Incidentals: | \$15.00 |
- Mileage allowance: (\$2.35 minimum)
- a) Employer Requests employee to use personal vehicle - \$0.50 per kilometre.
- b) Employee requests permission to travel in personal vehicle - \$0.15 per kilometre.
- 43.05 It is the prerogative of the Employer to select accommodation for travellers. Where available, the employer shall authorize single room accommodation that is conveniently located and comfortably equipped. There may be occasions when an employee wishes to remain in private accommodations while in travel status. The per diem rate for private accommodations shall be \$50.00 per night and incidental expenses will be reduced to \$8.00 per day.
- 43.06 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay. This clause does not apply in the event that the employee is on travel

status resulting from an employee being on approved Education/Career Development Leave as per Article 26.05 (a) & (b).

## **ARTICLE 44 - UNIFORMS AND CLOTHING AND TOOLS**

- 44.01 For the health and safety of employees and the public image of the Employer, uniforms and protective clothing or allowances will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Employer to wear them on duty.
- 44.02 The Employer will hold meaningful and constructive consultations with the PSAC Local when the nature of the work is such that special protective clothing and outerwear, which must meet CSA and WCB standards, may be required for reasons of occupational health and safety. The parties recognize that the initial forum for such consultation shall be the Occupational Health and Safety Committee. Such clothing will be provided, maintained and replaced at no cost to the employee.
- 44.03 The Employer will provide the clothing items listed below.

### **General Conditions**

- a) All clothing items, whether purchased by the Employer or the employee, shall meet CSA and WCB standards.
- b) Replacement cycles will be from date of initial issue.
- c) Replacements will be made as required, based on wear and tear, however, winter seasonal employees will only be provided clothing once every two seasons and parkas must be returned at the end of each season for cleaning and storage.
- d) Annual replacement of clothing will be decided by each employee, up to a maximum of \$300 per year.
- e) Rain wear (hats, coats, pants and boots) will be provided as required.
- f) Initial fitting is the responsibility of the Employer.
- g) The Employer will provide laundry services at no cost to the employee when rental clothing has been utilized for whatever reason.
- h) Winter and spring jacket to be replaced every four years.
- i) Seasonal employees clothing (\$150 for winter clothing plus winter jacket and \$150 for summer clothing plus spring jacket).

Specific Requirements Initial Issue:

a) Pants	3
b) Shirts	6 (any combination of long or short sleeves)
c) Coveralls	2
d) Sweater	1
e) Cap	1
f) Winter Jacket	1
g) Spring Jacket	1
h) Parka/Snow Pants	1

Embroidered name tags will be placed on jackets, coveralls and parkas at the Employer's expenses for employees who wish to have name tags on their clothing.

- 44.04 Replacement will be on an as required basis. These items are provided for work purposes only with replacement of these items to be based on wear and tear. Alterations required after initial fitting will be the responsibility of each employee.
- 44.05 Supply and installation of Identification Crests shall be the responsibility of the Employer.
- 44.06 The Employer shall reimburse a maximum of \$125.00 (one hundred and twenty five dollars) each year or \$250.00 (two hundred and fifty dollars) every two years (Receipt required) to employees who are required to wear safety footwear. All safety boots shall be CSA approved.
- 44.07 The Employer will provide prescription or non-prescription sunglasses for Airport Maintenance Technicians in the amount of \$200 (two hundred dollars) once per life of this agreement.
- 44.08 The Employer will provide, maintain and replace, at no cost to the employee, all tools required by employees in the performance of their duties.
- 44.09 The Employer and the Union Local will negotiate work dress and scale of entitlements for Administrative Staff.

## **ARTICLE 45 - STANDARD OPERATING GUIDELINES**

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

## **ARTICLE 46 - AGREEMENT RE-OPENER**

- 46.01 This agreement may be amended by mutual consent. Negotiations shall commence within sixty (60) days of such notice unless mutually agreed to by the Parties.

## ARTICLE 47 - TERM OF AGREEMENT

### 47.01 Effective Date:

This agreement shall be binding and remain in effect from July 13, 2016 to July 12, 2020 and shall continue from year to year thereafter unless either Party gives notice to the other Party in writing within one hundred twenty (120) days of the expiry date to commence bargaining.

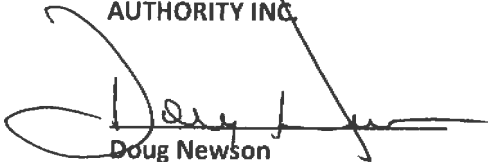
### 47.02 Notice of Changes:

Where notice to amend this Agreement is given, the provisions of this Agreement shall continue in full force and effect until a new Agreement is signed.

This agreement will endure and be binding upon not only the parties hereto mentioned but also their respective successors.

Dated at Charlottetown, Prince Edward Island this 5<sup>th</sup> day of October 2016.

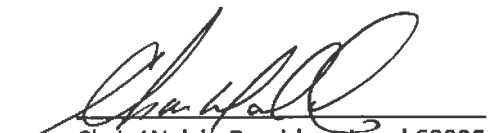
**CHARLOTTETOWN AIRPORT  
AUTHORITY INC.**

  
Doug Newson  
Chief Executive Officer


**PUBLIC SERVICE ALLIANCE  
OF CANADA LOCAL 60925**

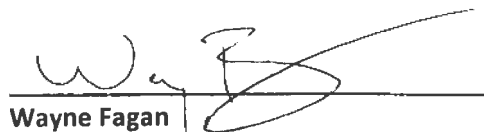
\_\_\_\_\_  
Jeannie Baldwin  
Regional Executive Vice-President

  
Shelley Christian  
VP, Operations

  
Chris Walsh, President Local 60925

  
George MacDonald  
CAA Board of Directors

  
Guy Belliveau, VP Local 60925

  
Wayne Fagan  
RVP, UCTE

  
Anna Goguen  
PSAC Negotiator

**APPENDIX "A" - RATES OF PAY**

POSITION TITLE	CURRENT RATE	July 13, 2016 1% for Supervisor	July 13, 2016	July 13, 2017	July 13, 2018	July 13, 2019
			2.0%	2.0%	2.0%	2.0%
EQUIPMENT OPERATOR (LEVEL I)*	\$23.03		\$23.49	\$23.96	\$24.44	\$24.93
EQUIPMENT OPERATOR (LEVEL II)	\$23.99		\$24.47	\$24.96	\$25.46	\$25.97
ADMINISTRATIVE ASSISTANT (LEVEL I)*	\$27.81		\$28.37	\$28.94	\$29.52	\$30.11
ADMINISTRATIVE ASSISTANT (LEVEL II)	\$29.75		\$30.35	\$30.96	\$31.57	\$32.21
BUILDING MAINTENANCE TECHNICIAN	\$26.87		\$27.41	\$27.96	\$28.52	\$29.09
AIRPORT MAINTENANCE TECHNICIAN (LEVEL I)*	\$23.99		\$24.47	\$24.96	\$25.46	\$25.97
AIRPORT MAINTENANCE TECHNICIAN (LEVEL II)	\$28.65		\$29.22	\$29.80	\$30.40	\$31.01
SUPERVISOR, OPERATIONS***	\$32.60	\$32.93	\$33.59	\$34.26	\$34.95	\$35.65
SUPERVISOR, SAFETY AND SECURITY***	\$32.60	\$32.93	\$33.59	\$34.26	\$34.95	\$35.65

\*Level I – Administrative Assistant to attain full pay rate for position after 12 months cumulative in position; or in the case of the Equipment Operator and the Airport Maintenance Technician who have successfully completed the applicable training programs associated with the position.

\*\*\* - Includes Supervisory Pay

NOTE: Supervisory Pay - For all others who may be required to supervise others in addition to their normal duties, such as Winter Maintenance Foreman - Hourly Rate of Pay plus an additional \$1.75 per hour for all hours worked when performing supervisory duties.

**All employees of the bargaining unit will receive a signing bonus of \$750.00 upon signing of the collective agreement.**

**LETTER OF UNDERSTANDING # 1**

**Between**

**THE CHARLOTTETOWN AIRPORT AUTHORITY INC.**

**AND**

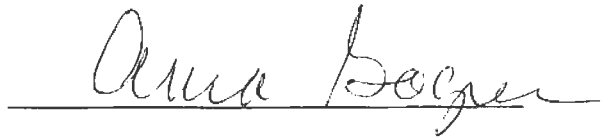
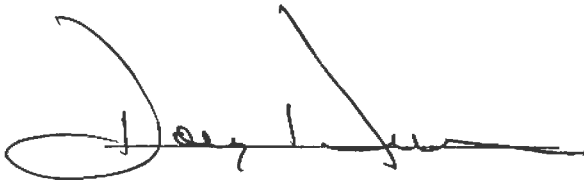
**PUBLIC SERVICE ALLIANCE OF CANADA**

On an annual basis, the Employer will contribute 1 cent per employee (covered under this collective agreement) per regular hour worked to the PSAC Social Justice Fund.

Date: *October 5, 2016*

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada



## LETTER OF UNDERSTANDING # 2

Between

THE CHARLOTTETOWN AIRPORT AUTHORITY INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

It is recognized that the Employer will give preference to local suppliers when purchasing goods and services.

The Employer agrees that in the future when it is purchasing uniforms and/or safety apparel it shall request its suppliers to also provide a quotation on such products which are "Union" made in Canada.

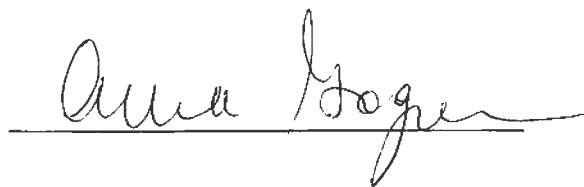
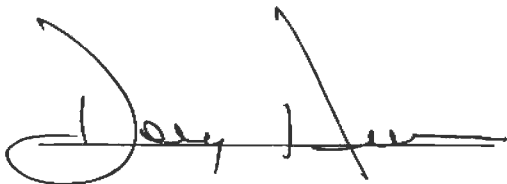
Where such a quotation is competitive and meets the required specifications the Employer will purchase those products.

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

Date: OCTOBER 5, 2016

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada



**LETTER OF UNDERSTANDING # 3**

**Between**

**THE CHARLOTTETOWN AIRPORT AUTHORITY INC.**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

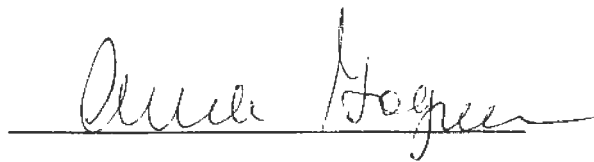
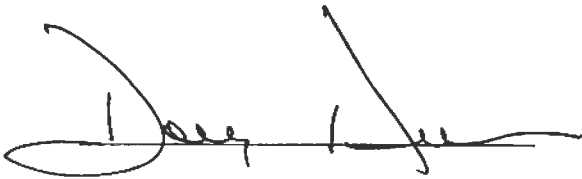
This LOU # 3 is inserted with the intention that the final document will include the Motor Vehicles Operations Standard, as proposed by the Union, dated March 10, 2000. The Employer agrees to its attachment to this Collective Agreement with the understanding that this issue will be discussed with the Union Local to develop the final version, which will be adapted to circumstances peculiar to Charlottetown Airport.

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

Date: October 5, 2016

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada



## MOTOR VEHICLE OPERATIONS STANDARD

### CHARLOTTETOWN AIRPORT AUTHORITY INC.

#### Collective Agreement

This standard has been derived from the Letter of Understanding # 3 of the collective agreement signed on July 13, 2000, between the Charlottetown Airport Authority Inc. (hereby referred to as "the Authority") and the Public Service Alliance of Canada.

#### Purpose

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

#### Definitions

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

#### Specific Requirements

##### **1. General Responsibilities**

The Authority is responsible for:

- (1) developing accurate rules and procedures for the safe operation of motor vehicles, in accordance with the general principles set forth in this standard;
- (2) analyzing and evaluating motor vehicle accident reports and statistics, determining the cause of accidents and utilizing this information to prevent additional accidents from similar causes;
- (3) ensuring that every motor vehicle is maintained in a safe operating condition;
- (4) ensuring that motor vehicle operators are qualified in all respects to operate the vehicles to which they are assigned;
- (5) enforcing safe driving rules and traffic regulations on premises and in operations under their control;

- (6) cooperating with civil authorities in the enforcement of traffic laws and the observance of safe practices; and
- (7) ensuring that employees are fully informed of the correct procedures to be followed in the event of an accident.

## **2. Safe Operation of Motor Vehicles**

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

## **3. Medical Examinations**

- 3.1 Medicals, if required by Part X of the Canadian Occupational Safety and Health Regulations under the Canada Labour Code Part 11, will be carried out in accordance with Part X of the Regulations. All costs of such medicals will be paid by the employer.

## **4. Qualification of Motor Vehicle Operators**

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

## **5. Training**

- 5.1 The Authority shall, where appropriate, institute or participate in motor vehicle operator training programs designed to provide:
  - (1) training to acquaint personnel with changes in equipment or operating conditions;
  - (2) refresher training for returning seasonal vehicle operators, on a yearly basis.
  - (3) remedial training to offset specific weaknesses indicated by accident records, traffic rule violations or other instances of inadequate operating performance.

5.2 The Authority shall ensure that a record of the training required by paragraph 5.1 is maintained for each employee.

## **6. Investigation of Accidents**

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

6.2 The Authority shall maintain a record of vehicle repairs or replacement as a result of accidents.

## **7. Servicing and Inspection**

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

## **8. Pre-Operation Procedures**

8.1 Each operator is responsible for carrying out a brief inspection of the motor vehicle assigned. In the case of heavy equipment, a complete circle check and appropriate form is to be completed. Defects are to be reported promptly to the responsible supervisor.

8.2 In the case of heavy equipment, a final walk-around and sounding of the horn are to be done prior to putting the vehicle in motion.

## **9. Safe Transportation of Personnel**

9.1 Personnel are to be transported in passenger type motor vehicles such as pickups, sedans, and wagons. The following safety rules shall apply:

- (1) only authorized personnel shall be permitted to ride in motor vehicles;
- (2) the number of persons permitted to ride in a passenger motor vehicle must not exceed the seating capacity of that motor vehicle;
- (3) personnel shall not be permitted to ride with any part of their person extended outside the motor vehicle, or on a running board, fencer, cab, side or tailgate of a motor vehicle;
- (4) personnel shall not board or alight from a motor vehicle while it is in motion; and
- (5) tools, equipment and cargo shall be properly stowed and secured to prevent shifting in transit.

## **10. Fire Prevention**

- 10.1 No motor vehicle shall be operated unless it is entirely free of fuel leaks.
- 10.2 Motor vehicles shall be equipped with portable fire extinguishers conforming to FC Standard No. 401, *Fire Extinguishers*, published by the Fire Commissioner of Canada.

## **11. Motor Vehicle Fuelling and Operations**

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

## **12. Exposure to Exhaust Products**

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

## **13. Motor Vehicle Safety Belts**

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

## **14. Highway Warning Devices**

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

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

**15. First-Aid Kits**

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

**16. Resolving "Qualified Person" Disputes**

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

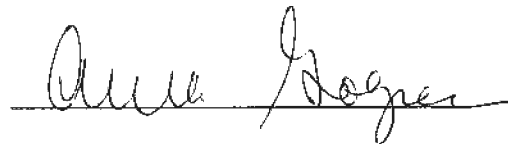
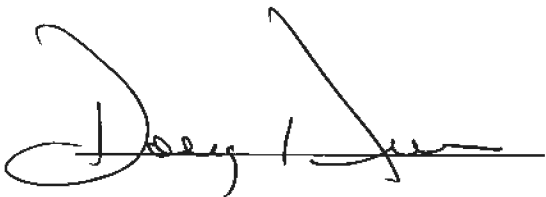
- (a) The employee shall raise the matter directly with the person in charge.
- (b) The person in charge shall review the employee's qualifications and decide upon the employee's status as a qualified person.
- (c) If the employee is dissatisfied with the decision, the matter shall be referred to the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

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

Date: *October 5, 2016*

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada



**LETTER OF UNDERSTANDING # 4**

**Between**

**THE CHARLOTTETOWN AIRPORT AUTHORITY INC.**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA**

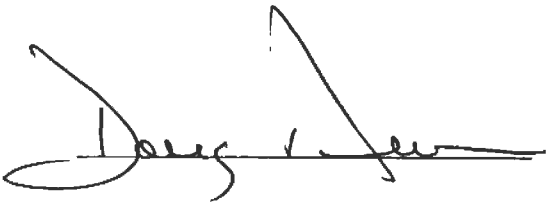
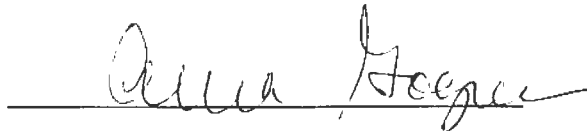
This LOU # 4 is inserted with the intention that the final contract document will include the Pesticides Standard, as proposed by the Union, dated March 10, 2000. The Employer agrees to its attachment to the Collective Agreement with the understanding that this issue will be discussed with the Union Local to develop the final version, which will be adapted to circumstances peculiar to Charlottetown Airport.

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

Date: *October 5, 2016*

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada

A handwritten signature in black ink, appearing to read "Doug New", written over a horizontal line.A handwritten signature in black ink, appearing to read "Anna Hooper", written over a horizontal line.

## PESTICIDES STANDARD

### CHARLOTTETOWN AIRPORT AUTHORITY INC.

#### Collective Agreement

This standard has been derived from the Letter of Understanding # 4 of the collective agreement signed on July 13, 2000 between the Charlottetown Airport Authority Inc. (hereby referred to as "the Authority") and the Public Service Alliance of Canada.

#### Canada Labour Code

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

#### Airport Authority Policy Statement on Pesticides

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

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

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

#### Definitions

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

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

**qualified person** - a person who, because of knowledge, training and experience, is licensed or certified

in accordance with a provincial or national program.

### Specific Requirements

#### **1. Integrated Pest Management (IPM)**

- 1.1 The Authority shall ensure that all pesticide applicators provide a pest management program that abides by federal and provincial legislation, and that incorporates integrated pest management (IPM) principles and practices to reduce the use of broad-spectrum pesticides.
- 1.2 The goal of IPM is to manage pests effectively, safely and economically, by (a) reducing the use of broad-spectrum pesticides, and using more pest/target specific control products; (b) reducing the level of toxicity of products used, and avoiding products officially known or suspected of being human carcinogens; (c) using alternate control methods; and (d) improving and perfecting application methods.
- 1.3 IPM is an approach to pest management that integrates all pest management practices and control methods into one pest management program. IPM does not usually try to eliminate all pests, but tries to reduce the pest population to an acceptable level. In IPM, the use of pesticides is advocated as a last resort only.
- 1.4 IPM involves identifying pests, determining the cause and source of the pest, knowing the pest's life cycle, behaviour and effects on its host, and the most vulnerable period in its life cycle; and monitoring pest activities and the effectiveness of control or management methods.
- 1.5 IPM requires knowing and using available methods, such as (a) approved biological controls including parasitic and predatory insects and host-specific pathogens; (b) maximizing a plant's health and minimizing its susceptibility to pest infestations by crop rotation, moisture control, planting techniques, and sanitation; (c) genetic selection, i.e., choosing resistant species and varieties of plants; (d) mechanical controls, e.g., trapping, cultivating, physical barriers; (e) the use of pesticides which are of relatively low toxicity to human and animal populations, and of low persistency in the environment; e.g., insecticidal soaps; (f) the use of conventional pesticides in a prescribed manner.

#### **2. Signage and Posting Requirements**

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

2.2 Signs and notices shall include:

- (a) The following wording: "Warning - Pesticides used / Attention - Pesticides utilises"
- (b) name of the product to be used;
- (c) PCP registration number;
- (d) reason for application;
- (e) date(s) of application;
- (f) telephone number to contact for information;
- (g) time for safe re-entry into the treatment area.

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

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

**3. Emergency Response**

3.1 Emergency telephone numbers for the Security Operations Centre shall be prominently displayed.

3.2 Decontamination of a spill site shall be carried out in accordance with the Authority's Emergency Plans, and by a person specifically trained in decontamination of pesticide spills and supervised by a qualified person.

3.3 In the event of an accident involving Authority employees, First Aid instructions, and emergency procedures as detailed on the product label, the MSDS, and in manufacturer's literature shall be followed for suspected pesticide poisoning

**4. Monitoring and Records**

4.1 Procedures involving the use of pesticides shall be monitored at regular intervals by the Authority to ensure that prescribed safety procedures are being followed.

4.2 The Joint Occupational Safety and Health Committee shall be advised of health and safety investigations related to pesticide use for the Authority, prior to their being conducted. All reports and data from monitoring shall be made available to the Occupational Safety and Health Committee.

4.3 Any Authority personnel exposed to pesticides shall not be unreasonably denied access to a medical examination in accordance with the provisions of the provincial Pest Control Act and Regulations. All medical records obtained during examination of an employee, including detailed employee history of exposure, shall be maintained by the Authority. Records shall be made available to an employee's physician upon request.

4.4 The Authority shall maintain long-term records on the application of pesticides by its

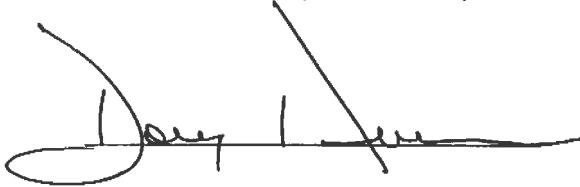
contractors, including all environmental sampling data and reports. The application records shall contain the following information as a minimum:

- (a) pesticide applied;
- (b) PCP registration number;
- (c) application rate;
- (d) application site;
- (e) method of application;
- (f) persons applying the pesticide;
- (g) reason for application;
- (h) unusual circumstances which occurred during the application;
- (i) reports of health or safety investigations conducted, including all sampling data and other relevant information.

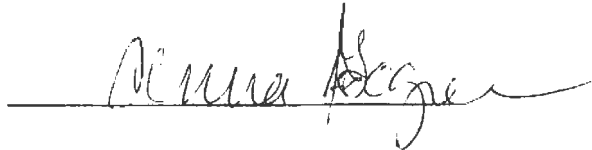
4.5 Copies of the above records shall be placed as a reference on the personal file of employees who request it.

Date: OCTOBER 5, 2016

Charlottetown Airport Authority



Public Service Alliance of Canada



## LETTER OF UNDERSTANDING # 5

Between

THE CHARLOTTETOWN AIRPORT AUTHORITY INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

It is agreed:

An employee employed as an Airport Maintenance Technician Level II will receive an allowance of two thousand dollars (\$2000) per year when scheduled for shift work.

In order to be eligible for this allowance, the AMT Level II must be scheduled for greater than 500 hours of shift work in a calendar year.

This allowance is paid each year in two installments, January 1<sup>st</sup> and July 1<sup>st</sup>, for that calendar year.

In the case of a partial year of continuous employment, this advance, if previously paid, will be reclaimed at the rate five dollars and forty-eight cents (\$5.48) per day for each calendar day remaining in the fiscal year.

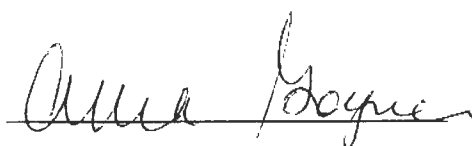
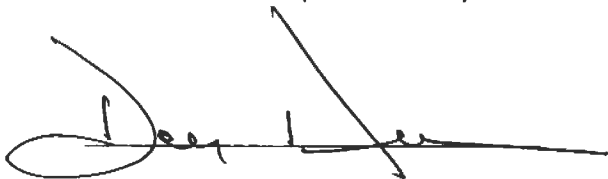
In the case of an AMT Level II working less than 500 hours of shift work in a calendar year, the employee will be compensated at \$12.00 per shift.

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

Date: *October 5, 2016*

Charlottetown Airport Authority Inc.

Public Service Alliance of Canada



## LETTER OF UNDERSTANDING # 6

Between

THE CHARLOTTETOWN AIRPORT AUTHORITY INC.

AND

PUBLIC SERVICE ALLIANCE OF CANADA

**TITLED: Potential Financial Disaster**

In the event of an unforeseen circumstance, beyond the control of the Employer, which prevents the Employer from meeting its financial obligations, i.e. Payroll, to the Employees in the Bargaining Unit, the Parties will meet and make every reasonable effort to resolve the issues surrounding the circumstance and the Employer accepts the onus in this matter.

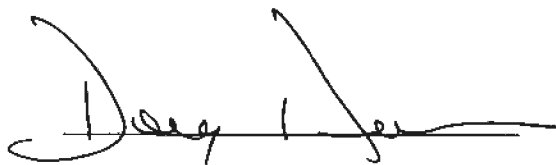
If no mutually acceptable agreement on temporary measures is reached, then either Party is free to re-open the whole Collective Agreement, including duration, in accordance with the spirit of Article 46 – Agreement Re-Opener and the provisions of the Canada Labour Code, ensuring the Parties right to strike or lockout and the Employer is free to lay off employees after twenty-eight (28) days in reverse order of seniority and will re-call those employees in order of seniority from the date the Union was notified of the occurrence.

However, in the event the Parties cannot strike or lockout, for any legal or legislated reason, then and only then will the parties refer the outstanding issues in dispute to binding arbitration in accordance with Article 11.

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

Date: *OCTOBER 5, 2016*

Charlottetown Airport Authority Inc.



Public Service Alliance of Canada

