

**Collective Agreement  
between the Public Service Alliance of  
Canada  
UCTE Local 60601  
and  
the Fredericton International Airport  
Authority Inc.**

**Expiry Date: April 30, 2019**

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**ARTICLE 1  
PURPOSE**

1.1 The purpose of this Agreement, between the Fredericton International Airport Authority Inc. hereinafter called the "FIAA" and the Public Service Alliance of Canada, hereinafter called "PSAC", is to maintain harmonious and mutually beneficial relationships between the FIAA, PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

1.2 The provisions of this Agreement apply to PSAC, employees and the FIAA and each commits, at all times, to act in good faith.

**ARTICLE 2  
RECOGNITION**

2.1 The Fredericton International Airport Authority Inc. recognizes PSAC as the sole and exclusive bargaining agent for all employees of the Fredericton International Airport Authority Inc. described in the certificate issued by the Canada Industrial Relations Board dated December 3, 2009, as follows:

All Employee Bargaining Unit - Board Order # 9780-U (attached at appendix C)

2.2 For greater clarity, "employee" shall mean a member of the bargaining unit described in Article 2.01 and shall include casual employees who shall be hired as term employees in accordance with Article 14.

**ARTICLE 3  
MANAGEMENT RIGHTS**

3.1 Except to the extent provided herein, this Collective Agreement in no way restricts the right of the FIAA to manage the Fredericton International Airport.

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

**ARTICLE 4  
UNION SECURITY**

4.1 (a) Subject to the provisions of this Article, the FIAA 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 FIAA 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 FIAA agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.

4.2 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.

4.3 PSAC shall inform the FIAA in writing of the authorized monthly deduction to be checked off for each employee.

4.4 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Comptroller of 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.

4.5 No employee organization, other than PSAC, shall be permitted to have membership dues and, or other monies deducted by the FIAA from the pay of employees in the bargaining unit.

4.6 PSAC agrees to indemnify and save the FIAA 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 FIAA limited to the amount actually involved in the error.

**ARTICLE 5  
JOB SECURITY**

5.1 The Employer agrees that for the life of this Collective Agreement, employees hired prior to date of signing of this Agreement shall not be laid off or have their regular hours of work reduced nor shall seasonal employees have

their recall rights affected except due to unforeseen circumstances beyond the control of the FIAA including acts of God, closure of the airport or a financial disaster which prevent the employer from meeting its financial obligations, i.e. payroll, to the employees in the bargaining unit.

In such cases the parties will meet and make every reasonable effort to resolve the issues surrounding the circumstances and the FIAA accepts the onus in this matter.

If no mutually acceptable agreement is reached then the outstanding issues will be referred to binding arbitration in accordance with Article 11.

Any layoffs shall be by classification in reverse order of seniority and any recall will be in order of seniority. Normally notice of layoff shall be twenty-eight days.

5.2 (a) No employee of the bargaining unit will be laid off or have a reduction in working hours nor shall seasonal employees have their seasonal recall rights affected as a result of the FIAA contracting out bargaining unit work.

(b) In the event an employee retires, resigns or is otherwise terminated from employment, the FIAA agrees that the duties performed by that employee shall not be contracted out, except during the normal staffing interval, unless otherwise mutually agreed.

5.3 No employee shall be required to perform any substantive work outside the bargaining unit without the employee's consent.

5.4 Excluded employees of the FIAA and volunteers not covered by the terms of this Collective Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except for past practices and in emergencies where the employees covered by this Agreement are not available.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

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

6.2 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the FIAA's premises, the FIAA will ensure a safe access to the workplace.

6.3 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 FIAA, and the FIAA will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

6.4 The FIAA shall not assign any employee work normally performed by a tenant's employees who are on strike or locked out.

6.5 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.

## **ARTICLE 7 UNION MANAGEMENT CONSULTATION**

7.1 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of providing a joint consultation process on matters of common interest.

7.2 Upon request of either party, the parties to this collective agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this collective agreement.

7.3 The FIAA agrees to give PSAC 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 this collective agreement.

7.4 Grievances shall not be dealt with at joint consultation under this Article.

7.5 The Union Management Consultation Committee ("UMC Committee") will have no authority to amend or alter this collective agreement.

7.6 The parties agree that guidelines for joint consultation will be developed by the UMC Committee within, unless otherwise agreed, three (3) months of ratification of this collective agreement, and such guidelines shall be subject to amendment by mutual consent only.

## **ARTICLE 8 INFORMATION**

8.1 The FIAA shall provide the Local, with the names, classification and work location of newly appointed employees, upon hiring.

8.2 PSAC agrees to supply each employee with a copy of this collective agreement. The parties agree to share the cost of printing this collective agreement.

8.3 The FIAA agrees to provide the President of the Union Local of PSAC with a copy of the FIAA current organization chart and as amended from time to time.

8.4 The FIAA will provide the President of the Union Local of PSAC with a copy of, or access to, the following, as existing at the signing of this collective agreement and as amended from time to time:

- (a) policies bearing on employees' 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 of persons in the bargaining unit;
- (e) health & safety reports generated outside of the Workplace Health and Safety Committee;
- (f) names and titles of all excluded staff; and
- (g) courtesy copies of documents normally released to employees such as, but not limited to, documents which relate to changes in conditions of employment or working conditions not governed by this collective agreement.

## **ARTICLE 9 USE OF FIAA FACILITIES**

9.1 Reasonable space on bulletin boards in convenient locations will be made available to PSAC for the posting of official PSAC notices. PSAC shall endeavor to avoid posting notices, which the FIAA, acting reasonably, could consider adverse to its interests.

9.2 The FIAA agrees to permit PSAC representatives reasonable use of the FIAA's telephone, fax and e-mail systems for Union business.

9.3 The FIAA will make available specific locations on its premises for the

placement of reasonable quantities of literature of PSAC.

9.4 Upon notifying management, a duly accredited representative of PSAC shall be permitted access to the FIAA's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local.

9.5 Upon request and where practical, the FIAA will, from time to time, provide an appropriate, private meeting room equipped with a telephone to the Local so that it may carry out union business.

9.6 The FIAA agrees to provide the Union Executive, at no cost, with the use of a photocopier for the reasonable requirements of the Local, at times convenient to the operational requirements of the FIAA and a filing cabinet for the sole and exclusive use of the Local.

## **ARTICLE 10 EMPLOYEE REPRESENTATIVES**

10.1 The FIAA acknowledges the right of PSAC to appoint or otherwise select employees as representatives.

10.2 PSAC shall determine the jurisdiction of each representative.

10.3 PSAC shall notify the FIAA in writing of the name and jurisdiction of its representatives.

10.4 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints, or process a grievance, or undertake any other union business, during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.

10.5 The FIAA shall ensure that new employees are introduced to a representative of PSAC on their first day of work.

10.6 The FIAA agrees to provide the President of the Local or designate and the new employee(s), at the time of their orientation, leave with pay of one (1)

hour to acquaint the newly hired employee(s) with the fact that a collective bargaining relationship exists between PSAC and the FIAA.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

11.1 The FIAA and PSAC agree that discussions should occur between employees, PSAC representatives and the FIAA representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, PSAC representatives, and the FIAA representatives. Where discussions relating to problems or differences occur, the time limits in the Complaint Step will be extended by the appropriate number of days.

11.2 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the FIAA and or PSAC, or between the Employee(s) and the FIAA, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.

11.3 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Complaint Step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

11.4 If the FIAA fails to meet a time limit, PSAC, at its option, may either advance the grievance to the next step or await the FIAA's response, in which case no time limit shall apply against PSAC until it has received the FIAA's response. If the FIAA submits a grievance in accordance with Article 11.07, these provisions apply equally to PSAC.

11.5 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and PSAC representative shall be given leave with pay to prepare for and attend such meetings. PSAC shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

11.6 The FIAA shall post the names and/or titles of the appropriate designated FIAA Representatives.

## 11.7 STEPS OF THE GRIEVANCE AND ARBITRATION PROCEDURE

### Complaint:

Within twenty-five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or PSAC may submit an oral or written complaint to the FIAA representative. Within ten (10) days of the receipt of the complaint the FIAA, employee and union representative shall meet in an attempt to resolve the complaint. The FIAA shall provide an oral or written response within five (5) days of such a meeting to the employee(s) and the PSAC representative.

### STEP 2:

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

Within twenty-five (25) days of becoming aware of a matter giving rise to a grievance, PSAC or the FIAA may submit a policy grievance in writing, including the redress requested, to the other party's designated representative. The designated representative shall convene a meeting with the other party's representative and, where applicable, the employee, and shall then render a decision within ten (10) days of the receipt of the grievance.

### STEP 3:

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

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

In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator. The arbitrator shall have all the powers vested in it by the *Canada Labour Code*, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in

the circumstances, including compensation for lost income and benefits.

The arbitrator shall render a decision within a reasonable period, as agreed to by the parties.

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

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

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

### Expedited Arbitration

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

#### Procedure:

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

(b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;

(c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;

(d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;

(e) the decision of the Arbitrator shall not constitute a precedent;

(f) such decisions may not be used to alter, modify or amend any part of this collective agreement, nor should any decision be incompatible with the provisions of this collective agreement; and

(g) such decisions from the expedited format shall be final and binding upon the Parties.

## **ARTICLE 12 SUSPENSION AND DISCIPLINE**

12.1 Where it appears during any meeting with an employee that the nature of

such a meeting must change to an investigation, which could result in the formal disciplining of that employee, that meeting must be immediately terminated.

12.2 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a formal disciplinary decision, concerning that employee, the employee shall, where practicable, receive a minimum of twenty-four (24) hours written notice, including reasons, for such a meeting. The employee is entitled to have, at their request, a representative of PSAC attend this meeting.

12.3 The employee(s) shall be advised of their right to have a union representative present at any formal disciplinary meeting or at any meeting held with employee(s) to investigate alleged misconduct of the employee(s).

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

If the FIAA does not give the written reason for such suspension or discharge, the employee shall be deemed to be suspended with pay until the written notice is delivered to the employee or, when the employee is unavailable, delivered to the Local President.

12.5 The FIAA agrees not to introduce into evidence in a hearing relating to disciplinary action any document from the file of an employee, a copy of which the employee was not provided with at or before the time of placement in the employee's personnel file or within a reasonable time thereafter.

12.6 If an employee files a grievance against a written reprimand, suspension, or discharge in accordance with Article 11, the FIAA may, in its discretion (exercised in accordance with Article 3) postpone the imposition of the disciplinary action until the grievance is resolved.

12.7 The FIAA recognizes the principles of progressive discipline. In order of severity, the types of disciplinary action normally to be considered in a progressive manner shall be:

Informal:  
Oral reprimand

Formal:  
Written reprimand  
Suspension,  
Discharge.

12.8 In cases of written reprimand, suspension or discharge the FIAA shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.

12.9 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action regarding the same or a similar matter referred to in this document or written statement has been recorded during this period.

12.10 Whistle Blowing — No employee will be disciplined for reporting any abuse of office, financial or otherwise.

12.11 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.

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

13.1 The PSAC and FIAA recognize the right of employees to work in an environment free from sexual and personal harassment, free from abuse of authority and free from all acts of violence, including threats to an employee's security, and discrimination FIAA undertakes to ensure that sexual, personal harassment, abuse of authority, discrimination and violence will not be tolerated in the workplace.

13.2 (a) Sexual harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.

b) Personal harassment is any unwarranted behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job or threatens the economic livelihood of the individual. Such behaviour shall include any retaliation against a complainant or witness or anyone who has assisted in the investigation of a complaint. Such behaviour may take the form of the application of force, threats, verbal abuse

(including bullying or shunning) or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).

c) A violent act is any act in which a person, either as a victim of, or as a witness to, any act of violence, is abused, threatened, intimidated or assaulted in his or her employment through verbal, physical, sexual or psychological means. Workplace violence includes, but is not limited to, threatening behaviour, verbal or written threats, harassment, verbal abuse or physical attacks (including bullying). Talking of violence or joking about violence will not be tolerated.

(d) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in their 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 vexatious behaviour, intimidation, bullying, shunning, threats, blackmail or coercion.

13.3 There shall be no abuse, discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, colour, national or ethnic origin, religion, creed, sex, sexual orientation, gender identity, gender expression, family status, mental or physical disability (except where there is bona fide occupational requirement), political affiliation, marital status or criminal record or conviction for which a pardon has been granted, or membership or activity in PSAC.

13.4 The parties agree that complaints alleging a breach of this Article must be dealt with expeditiously by FIAA. In the event that complaint is not resolved to the satisfaction of the parties, the matter may be referred to Article 11 - Grievance and Arbitration Procedures. In this event, all parties agree that Step 1 of the Grievance Procedure will be waived.

13.5 The FIAA agrees to consult in accordance with Article 7 at least thirty (30) days prior to implementing any future changes to the Harassment Policy.

13.6 Following the signing of this Collective Agreement and in accordance with the Collective Agreement the Parties shall work together to develop a respectful workplace and once achieved shall work together to develop, implement and monitor a "Respectful workplace policy" in the workplace.

## **ARTICLE 14 EMPLOYEE STATUS**

14.1 A Full-time Employee is an employee whose weekly hours of work are established in Article 16.01.

14.2 A Part-time Employee is an employee whose weekly hours of work are less than those established in Article 16.01.

Part time employees will be entitled to all rights and benefits including those listed in Article 25, Article 39 and Article 40.

### **14.3 Seasonal Employees**

(a) Seasonal employee is an employee hired primarily for winter seasonal work in airport operations. If the FIAA decides to hire employees for other seasonal work in airport operations, qualified seasonal employees who have indicated a desire to do such seasonal work will have preference to be recalled for such work. 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. Unless otherwise provided in this Agreement, a seasonal employee is entitled to all of the provisions of the Agreement during the employee's period of employment.

(b) Seasonal employees are not eligible to participate in any of the FIAA's health and benefit or pension plans. Seasonal employees will receive a monthly allowance of \$100.00 for each month worked, in lieu of receipt of the aforementioned benefits.

(c) Notwithstanding Article 36 - Seniority, the seniority of a seasonal employee shall include all cumulative time worked with the FIAA on and after May 1, 2001. The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

(d) Seasonal employees at their discretion shall either accrue vacation credits as per Article 25, or may be provided with the appropriate percentage rate of vacation pay, calculated in accordance with Article 25, based on continuous service on or after May 1, 2001 and paid on a bi-weekly basis or as a lump sum payment upon completion of his/her work season.

(e) Providing there are labour requirements, seasonal employees will be recalled

by the FIAA, in order of seniority (and for the purposes of this sub-article (e), seniority for existing seasonal employees shall include the time outlined on Appendix "D") for the subsequent work season, unless the seasonal employee has been notified by the FIAA not later than August 1st that the employee will not be recalled.

(f) Seasonal employees are entitled to severance pay in accordance with Article 34.02(a)(i) when permanently laid-off/terminated and in accordance with Article 34.02(e) in circumstances of death.

#### 14.4 Term Employees

Term employees are employees hired for the purpose of:

- a) replacement of permanent employees who are on leave;
- b) short-term assignments;
- c) special projects; or
- d) non-recurring work.

Term employees will be advised in writing of their expected termination date when hired, and upon termination will cease to be an employee.

Term employees will be paid in accordance with the applicable classification (most consistent with the work required) and pay rates as currently exist in the Wage table Appendix A of this Agreement and as amended in accordance with the appropriate negotiated increases of this Agreement. Term employees must become members of the Union and pay applicable union dues.

Term employees are not entitled to severance pay under Article 34. Term employees (with less than six (6) months of continuous service) will not be entitled to any leaves under Article 28 or to participate in any of the FIAA's health and benefit or pension plans. Term employees will not accrue vacation credits but will be provided with 4% vacation pay on a regular pay basis. Term employees' scheduled hours of work may differ from regular employees.

The FIAA will provide a \$75/month allowance in lieu of receipt of all benefits including health and benefit and pension.

If the term of employment extends beyond two (2) years in the same position, the individual will be granted non-probationary, full-time employment status. This provision shall be effective for all term appointments commencing on or after the date of ratification of this Agreement. Qualified non-probationary employees who apply for a term job opportunity will be given preference in accordance with Article 29 - Staffing Procedure over other applicants for such term opportunities. Such employees who are appointed to term positions will continue to be covered by all provisions of the Agreement and will be returned to their former position upon completion of the term assignment.

**ARTICLE 15  
PROBATION**

15.1 All newly hired employees shall be considered probationary employees.

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

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

15.4 When a probationary employee is rejected on probation, the FIAA shall provide notice in writing to the employee, with a copy to PSAC.

15.5 Probationary employees have the right to grieve discipline up to and including discharge in accordance with Article 11 - Grievance and Arbitration Procedure. However, a non-disciplinary termination of employment during the probationary period shall not be arbitral except that in such event the FIAA accepts the obligation of establishing that it has acted in accordance with this Agreement.

15.6 (a) All promotions and all voluntary transfers, as agreed upon between the FIAA and the PSAC Local, are subject to a trial period of ninety (90) calendar days with an additional 30 days if required.

(b) Conditional upon satisfactory performance during the trial period, an employee shall be declared permanently appointed to the position.

(c) During the trial period, if the employee proves to be unsatisfactory in the new position, or upon the employee's request, the employee shall be returned to their former position and rate of pay without loss of seniority. Any other employee who has been temporarily reassigned because of the rearrangements of positions may also be returned to their former position and rate of pay without loss of seniority.

**ARTICLE 16  
HOURS OF WORK**

16.1 For the purpose of this Article:

- (a) "day" means a twenty-four (24) hour period commencing at 00:00 hour,
- (b) "week" means a period of seven (7) consecutive days beginning at 00:00 hour Monday morning and ending at 24:00 hours the following Sunday night.
- (c) Except as provided otherwise herein, the normal hours of work for full time employees, exclusive of a ½ hour lunch period, shall be as listed below:
  - (i) For employees on shift - An average of forty (40) hours per week based on shift averaging as per the schedule in force. Employees who are on Emergency Response Service (ERS) duty will take meal breaks during the shift when operational requirements permit and will be paid for said breaks.
  - (ii) For maintenance employees - eight (8) consecutive hours per day and forty (40) hours per week Monday to Friday. If it is deemed necessary to add something more than Monday to Friday, there will be an agreement with the Local Union on how to staff these shifts from within the bargaining unit.
  - (iii) For all administration staff -seven and one-half (7 1/2) consecutive hours per day and thirty seven and one-half (37 1/2) hours per week, Monday to Friday 07:00 to 18:00.

16.2 Schedules of Shift Work

- (a) (i) The weekly and daily hours of work may be varied by the FIAA following consultation in accordance with Article 7 with PSAC to allow for operational requirements and/or employee requested flexible hours provided the annual total of hours remains unchanged;
- (ii) No schedule shall contain and no employee shall be required to work split shifts.
- (b) When establishing schedules of work the FIAA shall consider the wishes of the employees concerned and shall consult in accordance with Article 7 with the affected employees and the local PSAC representative(s) when establishing the shift schedule and starting and stopping times in a work area. In all cases following such consultation, the FIAA will, where practical, accommodate such employee representations as may have been conveyed by PSAC representative(s) during the consultation.
- (c) The FIAA will make every reasonable effort:

- (i) to not schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift,
- (ii) to avoid excessive fluctuations in hours of work;
- (iii) to not schedule more than six (6) consecutive days of work, unless otherwise requested by the employee, and
- (iv) to schedule at least two (2) consecutive days of rest at a time.

**(d) There shall be two (2) schedules at the FIAA; the summer schedule and the winter schedule.**

**Schedules or work shall be posted by the FIAA:**

- i. The summer schedule for the period of May to October shall be posted by April 15<sup>th</sup>**
- ii. The winter schedule for the period of November to April shall be posted by October 15<sup>th</sup>.**

(e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

(i) on the day it commenced where half or more of the hours worked fall on that day, or,

(ii) on the day it terminates where more than half of the hours worked fall on that day.

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

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

(g) An employee may be granted flexible hours of work provided that such arrangement do not interfere with operational requirements of the work unit in which the employee works.

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

### 16.3 Changes to Schedules of Work

(a) The FIAA agrees that there will be consultation in accordance with Article 7 between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the FIAA changes an individual's shift or scheduled hours of work within the posted schedule of work. Changes in any schedule of work will only be made to meet operational requirements.

(b) Upon request from the Local PSAC representative(s), the parties will meet to review the existing schedule of work. The FIAA will review with the Local PSAC representative(s) any change in the schedule of work, which the FIAA proposes to institute.

(c) An employee who's scheduled hours of work are changed without ninety- six (96) hours prior notice in advance of the starting time of the change:

(i) shall be compensated at the applicable overtime rate for the first full shift worked on the new schedule; and

(ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 17 Overtime.

### 16.4 Compressed or Variable Hours of Work

(a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete their weekly hours of work in a period other than provided for in the scheduling provisions of this Agreement, subject to operational requirements.

(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.

### 16.5 General Terms Respecting Compressed or Variable Hours of Work

(a) The scheduled hours of work of any day as set forth in a work schedule may exceed or be less than the employee's regular hours specified by this Agreement. Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.

(b) Such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.

(c) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

(d) Except for Article 28.08 - Bereavement Leave with Pay, the provisions of this Agreement, which specify days will be converted to hours. Where the agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.

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

#### 16.6 Shift Principle

(a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a Shift Premium, the employee may request that his or her hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the FIAA. In no case will the employee be expected to report for work or lose regular pay without receiving at least ten (10) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

(i) Canada Industrial Relations Board Proceedings

(ii) Contract Negotiations

(iii) Staffing Process

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

(v) Training Courses, which the employee is required to attend by the FIAA.

(b) Notwithstanding paragraph (a), proceedings described in subparagraphs (iv) and (v) are not subject to the condition that there be no increase in cost to the FIAA.

(c) Provided sufficient advance notice is given and with the approval of the FIAA, employees may exchange shifts if there is no increase in cost to the FIAA. On exchange of shifts between employees, the FIAA shall pay as if no exchange had occurred.

**ARTICLE 17  
OVERTIME AND REPORTING PAY**

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

17.2 (a) (i) Consistent with the nature of the work overtime assignments will be offered to employees in a manner intended to result in an equitable distribution of overtime opportunities.

(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 worked a significant amount of overtime.

(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, which result from being on standby status, will count in the overtime equitable distribution process.

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

17.3 Overtime shall be compensated on the following basis:

(a) time and one-half (1/2) for all hours worked in excess of the employee's normal scheduled daily hours and for all hours worked on the first day of rest.

(b) an employee who reports for work as directed on a day of rest shall be compensated for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater.

(c) an employee is entitled to overtime compensation when approved in advance by the FIAA or in accordance with Standard Operating Procedures for each fifteen (15) minute period or portion thereof of overtime worked by the employee.

(d) unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within two weeks of a complete and accurate submission of the overtime claim.

(e) notwithstanding (a), an employee is entitled to double (2) time for each hour overtime worked by an employee,

(i) on a scheduled day of work or a first day of rest, after a period of overtime equal to the normal hours of work specified in Article 16- Hours of Work; and

(ii) on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday; and

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

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

(a) mileage allowance at the appropriate rate as contained in Article 18.02; or,

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

17.5 (a) Overtime shall be compensated in cash except where upon, mutual agreement between the employee, and the FIAA, overtime may be compensated in equivalent leave with pay **as per Article 25.06**. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken. Compensatory leave will be accumulated to a maximum of the equivalent of ten (10) days for the period from January 1 to December 31. Compensatory leave with pay not used by December 31 will be paid for in cash at the employee's applicable rate of pay, or, at the employee's option, a maximum of the equivalent of five (5) days may be carried over from year to year.

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

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

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

(ii) immediately following the employee's scheduled hours of work shall be paid for one (1) meal in the amount of \$9.00 except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by the FIAA, shall be allowed the employee, in order that the employee may take a meal break at or adjacent to the employee's place of work.

(b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, **or on call-back as per Article 18**, the employee shall be paid an additional meal in the amount of \$9.00 after each four (4) hour period, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by the FIAA, shall be allowed the employee, in order that the employee may take a meal break at or adjacent to the employee's place of work.

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

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

## **ARTICLE 18 CALL-BACK**

18.1 If an employee is called back to work and returns to work on a designated holiday which is not the employee's scheduled day of work or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:

(a) three (3) hours' pay at the applicable rate of overtime compensation for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period or,

(b) for all time worked, at the applicable rate of overtime compensation.

18.2 An employee shall be reimbursed each time they are called back to work under this Article:

(a) for the use of his or her vehicle mileage will be paid in accordance with the mileage rate in Article 44, or

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

18.3 Time spent by the employee reporting to work or returning to his or her residence shall not normally constitute time worked.

**18.4 An employee who is called back to work in accordance with this article:**

**(a) To work a maintenance shift as per the shift in place and works three (3) or more hours of in excess of the shift shall be paid for one (1) meal in the amount of \$9.00 except where a free meal is provided or when the employee is being compensated on some other basis. The employee shall be paid an additional meal in the amount of \$9.00 after each four (4) hour period thereafter, except where a free meal is provided or when the employee is being compensated on some other basis.**

**(b) To work an ERS shift as per the shift in place and works three (3) or more hours of in excess of the shift shall be paid for one (1) meal in the amount of \$9.00 except where a free meal is provided or when the employee is being compensated on some other basis. The employee shall be paid an additional meal in the amount of \$9.00 after each four (4) hour period thereafter, except where a free meal is provided or when the employee is being compensated on some other basis.**

**ARTICLE 19 STANDBY**

19.1 Where the FIAA requires an employee to be available on standby during his or her off-duty hours, an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) consecutive hour period or portion thereof that the employee has been on standby.

19.2 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible, if called. When an employee on standby is provided with a portable means of communication, it will be provided at no cost to the employee. In designating employees for standby, the FIAA will endeavor to provide for the equitable distribution of standby duties. No standby payment shall be granted if an employee is unable to report for duty when required.

19.3 An employee on standby who is required to report for work and reports for work shall be paid in addition to the standby pay, compensation in accordance with the provisions of Articles 17 and 18.

## **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**

21.1 An employee working on shifts, half or more of the hours of which are regularly scheduled between 1600 hours and 0800 hours will receive a shift premium of one dollar and seventy five (\$1.75) per hour, commencing on date of signing, for all hours worked, including overtime hours. **This premium will increase by \$0.05 on May 1 2016 and again on May 01 2017.**

### **Weekend Premium**

21.2 An employee working on shifts during the weekend will receive an additional premium of one dollar and seventy five (\$1.75) per hour, commencing on date of signing, for all hours worked, including overtime hours, on Saturday and Sunday. **This premium will increase by \$0.05 on May 1 2016 and again on May 01 2017.**

## **ARTICLE 22 PAY ADMINISTRATION**

22.1 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "A". The FIAA shall provide to the Union Local with an annual statement indicating each employee's actual rate of pay, classification, including level and position title for his/her substantive and, if applicable, acting position.

22.2 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of

incremental rates, the rate deemed appropriate by the FIAA. In no case shall the employee be paid at less than the minimum rate.

22.3 (a) An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the FIAA. In no case shall the employee be paid higher than the maximum rate in the new position.

(b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

22.4 An employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same incremental rate in the new position. If there is no such incremental rate the employee shall receive the next higher incremental rate.

22.5 (a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

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

(c) An employee who is demoted shall receive the lesser of their current rate of pay and the maximum incremental rate in the new position.

22.6 Clause 22.05 does not apply to an employee who obtains a position through the posting procedure, which is rated lower than their current position. Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 22.07.

## 22.7 Pay Increments

(a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until they reach the maximum rate for the position. The pay increment period is the period identified in Appendix "A". A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.

(b) An employee appointed or reclassified to a position other than a higher rated position shall retain their increment date.

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

22.8 The FIAA 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 FIAA 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.

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

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

22.11 When an employee is required by the FIAA to substantially perform the duties of a higher rate classification level in the bargaining unit in an acting capacity and performs those duties for at least one (1) full working day or one (1) full shift, the employee shall be paid acting pay calculated in accordance with Article 22.03 from the date that the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.

22.12 In the event of termination of employment for reasons other than death or lay-off or disability, the FIAA shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.

22.13 Payments provided under Article 17 - Overtime, Article 18 - Callback, Article 19 - Standby and Article 24 - Designated Paid Holidays shall not be

pyramided, that is an employee shall not receive more than one compensation for the same service.

## **ARTICLE 23 LEAVE GENERAL**

23.1 An employee is entitled to be informed upon request of the balance of their vacation, sick and compensatory leave credits.

23.2 The amount of leave with pay earned, but unused, and credited to an employee at the time when this Agreement is signed, or at the time the employee becomes subject to this Agreement, shall be retained by the employee.

## **ARTICLE 24 DESIGNATED PAID HOLIDAYS**

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

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day
- k) The first Monday in August
- l) One additional day when proclaimed by an Act of Parliament as a national holiday or when proclaimed by law by the New Brunswick legislature as a provincial holiday."

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

24.3 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.

24.4 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.

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

(a) time and one-half (1/2) 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 FIAA, the employee may be granted:

(i) a day of leave with straight time rate of pay ("a lieu day") at a later day in lieu of the holiday; and,

(ii) pay at one and one half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work; and,

(iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.

(c) (i) subject to operational requirements and adequate advance notice, the FIAA shall grant lieu days at such times as the employee may request.

(ii) when in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid out at the employee's straight-time rate of pay.

(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.

24.6 When an employee is required to report for work and reports on a

designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 24.05 or three (3) hours pay at the applicable overtime rate of pay.

24.7 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.

24.8 Where operational requirements permit, the FIAA 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 01 to December 31st inclusive.

25.2 An employee who has earned pay for at least ten (10) days for each calendar month of a vacation year shall earn vacation leave for each calendar month at the following rates:

- (a) one and one-quarter ( $1 \frac{1}{4}$ ) days until the vacation year in which the anniversary of the employee's eighth (8th) year of service occurs;
- (b) one and two-thirds ( $1 \frac{2}{3}$ ) days commencing with the vacation year in which the employee's eighth (8th) anniversary of service occurs;
- (c) two and one-twelfth ( $2 \frac{1}{12}$ ) days commencing with the vacation year in which the employee's eighteenth (17th) anniversary of service occurs;**
- (d) two and one-half ( $2 \frac{1}{2}$ ) days commencing with the vacation year in which the employee's twenty-ninth (28th) anniversary of service occurs;**

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

- (a) the length of continuous service with the FIAA for employees hired subsequent to the date of transfer; or
- (b) the length of all cumulative service with the FIAA and the Federal Government, for former Transport Canada employees who joined the FIAA at the date of transfer.

25.4 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.

25.5 (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.

(b) Until a vacation is approved, seniority shall be the determining factor in cases of conflict for the selection of vacation periods

25.6 (a) The FIAA reserves the right to schedule an employee's vacation but shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request;

(b) The FIAA 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 FIAA shall give the written reasons therefore, upon request from the employee.

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

**(d) Vacation and compensatory time leave requests for shift workers.**

**Vacation and compensatory time leave requests for shift workers will be approved by the FIAA for the summer vacation block by April 15<sup>th</sup> and for the winter vacation block by October 15<sup>th</sup>.**

**(e) Short term notices for time off for shift workers.**

**Employees will request time off to the employer at least two (2) business days plus 96 hours prior to requested leave.**

**The FIAA will respond to employees within two (2) business days of submitted request.**

**The FIAA will notify employee(s) of change in shift prior to the 96 hours shift change notice period as per Article 16.03(c).**

**Requests (less than two (2) business days plus 96 hours) may be granted at the employer's discretion subject to the provisions of this Article.**

**All reasonable efforts will be made to grant vacation and comp time leave requests.**

25.7 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 FIAA or reinstated for use at a later date.

25.8 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 shall be carried into the following vacation year. Except in extenuating circumstances carry-over beyond one year shall not be permitted.

25.9 (a) During the vacation year, upon application by the employee, the FIAA may grant carry-over of vacation leave. Except in extenuating circumstances carry-over beyond one year shall not be permitted.

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

25.10 Subject to operational requirements, the FIAA 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.

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

- (a) in proceeding to the employee's place of duty, and
- (b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for

which the employee was recalled, after submitting such accounts as are normally required by the FIAA.

25.12 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 25.13. Such time shall be considered as time worked.

25.13 When the FIAA cancels a period of vacation leave which it has previously approved in writing, the FIAA 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 FIAA may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the FIAA.

25.14 When an employee dies or otherwise ceases to be employed: the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment.

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

26.1 The FIAA recognizes the usefulness of education leave. Upon written application by the employee and with approval of the FIAA, 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 FIAA requires or is planning to provide.

26.2 At the FIAA 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 FIAA, 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.

26.3 Allowances already being received by the employee may at the discretion

of the FIAA 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.

26.4 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 FIAA for a period of not less than the period of the leave granted.

If the employee (except with the permission of the FIAA)

(a) fails to complete the course; or,

(b) does not resume employment with the FIAA on completion of the course; or,

(c) ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course; the employee shall repay the FIAA all allowances or such lesser sum as shall be determined by the FIAA paid to them under this article during the education leave.

26.5 (a) Career development refers to an activity, which in the opinion of the FIAA 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 FIAA;

(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 FIAA, career development leave with pay be given for any one of the activities described in sub-clause 26.05 (a) above. The employee shall receive no compensation under the Overtime and Traveling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.

(c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them, which the FIAA may deem appropriate.

26.6 At the FIAA 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 FIAA, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

26.7 Every reasonable effort will be made to provide each full-time employee the opportunity to attend at least one training opportunity per year for the purpose of development or enhancement of knowledge, skills and abilities related to either the work performed or promotional opportunities.

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

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

27.2 The FIAA will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of PSAC.

27.3 The FIAA 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.

27.4 The FIAA will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing PSAC before an Arbitration Board.

27.5 When collective bargaining commences between the parties, or as otherwise agreed, the FIAA will grant leave with pay to three (3) employees during regular working hours for purposes of attending contract negotiation meetings on behalf of PSAC until the current collective agreement is no longer in force in accordance with the *Canada Labour Code*.

27.6 The FIAA 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 PSAC and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of the New Brunswick Federation of Labour.

27.7 The FIAA will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise FIAA of a Representative on behalf of PSAC to undertake training related to the duties of a representative.

27.8 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the FIAA agrees, on receipt of reasonable advance notice and operational requirements permitting, to grant leave with pay. Leave under this clause shall not exceed an aggregate total of fifty (50) hours in a calendar year.

27.9 An employee who has been elected or appointed to a full-time office of PSAC, the U.C.T.E. or the Local shall be entitled, with a minimum of at least one month's notice, to leave without pay for one term, for the period during which they are elected or appointed to hold office.

The Employee may elect to continue their Employee Benefits and optional coverage (as outlined in the Employee Benefit Booklet) by paying the full cost of continued coverage.

The Employee may elect to contribute to the Pension Plan at the rate of salary they are receiving in the elected or appointed position or office by paying the contributions required by the Pension Plan.

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

27.10 Requests for leave without pay for PSAC or Union Business will be made in advance, in writing.

27.11 Except for leaves pursuant to Article 27.09, the FIAA will maintain salary and benefits for employees on leave without pay pursuant to this Article and the PSAC Local agrees to promptly reimburse the FIAA for the full cost of salary.

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

For the purpose of this Collective Agreement. "Spouse" means the person the employee is legally married to or the person who, for a continuous period of at least one year, the employee has lived with, publicly represented as their spouse, and the spousal relationship has been recognized in the community or

communities in which they have lived.  
For the purpose of this Article, "day" shall also mean and be read as "shift".

#### **28.1 Spousal Union Leave with Pay**

(a) After the completion of one (1) year's continuous employment, and providing an employee gives the FIAA 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 FIAA from any monies owed the employee.

#### **28.2 Personnel Selection Leave**

Where an employee participates in a personnel selection process for a position with the FIAA, 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.

#### **28.3 Leave with Pay for Family Related Responsibilities**

(a) For the purpose of this clause, family is defined as spouse, children (including children of spouse), foster children or step-children, parents (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

(b) The FIAA shall grant leave with pay under the following circumstances:

(i) up to one (1) day for a medical or dental appointment when the family member is incapable of attending the appointments by himself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize his absence from work. An employee requesting leave under this provision must notify his supervisor of the appointment as far in advance as possible;

(ii) up to three (3) consecutive days of leave with pay to provide for

the temporary care of a sick member of the employee's family; upon request additional leave may be granted subject to operational requirements; such request shall not be unreasonably denied;

(iii) up to two (2) days of leave with pay for needs directly related to the birth or adoption of the employee's child.

(iv) up to one (1) day for a medical, dental or legal appointment for the employee

(c) The total leave with pay which may be granted under sub-clause (b) shall not exceed five (5) days in a fiscal year.

#### **28.4 Leave without pay for the Long Term Care of a Parent**

(a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

(b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

(i) an employee shall notify the FIAA in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

(ii) leave granted under this Article 28.04 shall be for a minimum period of three (3) weeks;

(iii) total leave granted under this Article 28.04 shall not exceed five (5) years during an employee's total period of employment with the FIAA; and

(iv) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.

(c) An employee who has proceeded on leave without pay may change his return to work date if such change does not result in additional costs to the FIAA.

#### **28.5 Court Leave**

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

- (a) to be available for jury selection;
- (b) to serve on a jury;
- (c) by subpoena, summons, or similar instrument to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it.

**28.6 Injury-on-Duty Leave/Work Related Illness Leave**

- (a) An employee who is injured on the job or suffers a recurrence of an injury on the job shall, as soon as possible, report the matter to their immediate supervisor and file a Workers' Compensation claim.
- (b) An employee who is injured on the job or suffers a recurrence of an injury on the job and who has his Workers' Compensation claim approved shall receive benefits pursuant to the New Brunswick *Workers' Compensation Act*. Notwithstanding 28.06(c), if the claim is not approved, the employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 38.
- (c) (i) The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a Workers' Compensation claim, and/or who is receiving benefits under the New Brunswick *Workers' Compensation Act*. Shall not be charged against the employee's sick leave credits or vacation credits except as provided in 28.06(d).
- (ii) Upon approval of the Workers' Compensation claim, the employee will be credited with seniority for the required waiting period stipulated under the *Workers' Compensation Act*.
- (d) (i) The employee shall receive his regular bi-weekly pay until such time as his compensation payments begin provided that he agrees to assign to the FIAA his compensation payments equal to the same period of time and provided the employee has the necessary sick leave to his credit. The FIAA will credit any sick leave days used for this purpose to the employee's accumulated sick leave upon approval of the Workers' Compensation claim.
- (ii) For the purposes of sub article 28.06(d)(i):
  - (aa) Regular bi-weekly pay" means an amount equal to the level of compensation payable, for the pay period, to which the employee is entitled pursuant to the *Workers' Compensation Act*; and

(bb) Payment shall commence following the period of time stipulated under the *Workers' Compensation Act* during which compensation is not payable to a worker.

(e) It is understood that currently, Work Safe New Brunswick coverage is through the New Brunswick *Workers Compensation Act*. In the event that federal Workers Compensation legislation is introduced, it is agreed that such would apply to the FIAA and its employees.

(f) It is further agreed that notwithstanding Article 17.05, employees have the right to bank an additional three (3) days/shifts as compensatory leave in lieu of overtime, for purposes of the within Article.

#### **28.7 Religious Holy Days**

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

#### **28.8 Bereavement Leave with Pay**

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

(a) When a member of an employee's immediate family dies, the employee shall be entitled to bereavement leave with pay for a period of up to five (5) consecutive calendar days which shall include the day of the funeral and may, in addition, be granted up to three (3) days of leave for the purpose of travel related to the death.

(b) In special circumstances and at the request of the employee, the five (5)- day bereavement period may be moved beyond the day following the day of the funeral.

(c) Necessary time off up to one (1) day shall be granted to an employee to attend a funeral as a pallbearer.

(d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraph a) or c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

(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 FIAA may, after considering the particular circumstances involved, grant leave with pay for a period greater than or in a manner different than that provided for in sub-clause a) and c) of the above.

#### **28.9 Leave Without Pay for the Care/Nurturing of Children**

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

(a) an employee shall notify the FIAA 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 up for a minimum of three (3) weeks to a maximum of one (1) year; and

(c) leave granted under this clause for a period of more than three (3) months shall not be counted:

(i) as "continuous service" or "days/shifts with pay" for the purposes of calculating vacation leave; or

(ii) as "days/shifts with pay" for the purposes of earning sick leave credits; or

(iii) for pay increment purposes; or

(iv) as employment" for the purpose of calculating severance pay.

#### **28.10 Leave With or Without Pay for Other Reasons**

Subject to operational requirements, the FIAA may grant:

(a) leave with pay when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld;

(b) leave with or without pay for purposes other than, or in addition to, those specified in the Agreement.

(c) leave without pay for periods greater than three (3) months shall not be counted:

(i) as "continuous service" or days/shifts with pay" for the purposes of calculating vacation leave; or

(ii) as "days/shifts with pay" for the purposes of earning sick leave credits; or

(iii) for pay increment purposes' or

(iv) as "employment" for the purpose of calculating severance pay.

#### **28.11 Medical appointment for pregnant employees**

(a) Up to one-half (1/2) day leave with pay will be granted to pregnant employees when attending routine medical appointments.

(b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

### **ARTICLE 28A MATERNITY LEAVE WITHOUT PAY**

#### **28A.0 1 Maternity Leave Without Pay**

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

(b) Notwithstanding paragraph (a):

(i) Where the employee has not yet proceeded on maternity leave without pay or her newborn child is hospitalized, or

(ii) Where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.

(d) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy

(e) The FIAA may require an employee to submit a medical certificate certifying pregnancy.

(f) An employee who has not commenced maternity leave without pay may elect to:

(g) Use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) Use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 38 - Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 38 - Sick Leave With Pay, shall include medical disability related to pregnancy.

(h) An employee shall inform the FIAA in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

#### 28A.02 Maternity Allowance

(a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) below, provided that she:

(i) Has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;

(ii) Provided the FIAA 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 FIAA, and

(iii) Has signed an agreement with the FIAA stating that:

(A) She will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) Following her return to work, as described in Section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;

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

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

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

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

(c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

(i) Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and

(ii) For each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

(d) At the employee's request, the payment referred to in subparagraph 28A.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance

pregnancy benefits.

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

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) For a full-time employee, the FIAA weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;

(ii) For an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

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

### **28A.03 Special Maternity Allowance for Totally Disabled Employees**

(a) An employee who:

(i) Fails to satisfy the eligibility requirement specified in subparagraph 28A.02(a)(ii) solely because a concurrent entitlement to benefits under the FIAA's Long Term Disability Plan or the *Workers' Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits, and

(ii) Has satisfied all of the other eligibility criteria specified in paragraph 28A.02(a), other than those specified in sections (A) and (B) of subparagraph 28A.02(a)(iii), shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her

weekly disability benefit under the FIAA's Long Term Disability Plan or via the *Workers' Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 28A .02 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

#### 28A.04 Transitional Provisions

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

### **ARTICLE 28B PARENTAL LEAVE WITHOUT PAY**

#### 28B.01 Parental Leave Without Pay

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

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

(c) Notwithstanding paragraphs (a) and (b):

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay, or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is

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

(d) An employee who intends to request parental leave without pay shall notify the FIAA at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

(e) The FIAA may:

(i) defer the commencement of parental leave without pay at the request of the employee;

(ii) grant the employee parental leave without pay with less than four (4) weeks' notice;

(iii) require an employee to submit a birth certificate or proof of adoption of the child.

(f) Parental leave without pay taken by a couple employed by the FIAA shall not exceed a total of thirty-seven (37) weeks for both individuals combined.

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

(h) At the request of an employee and at the discretion of the employer the leave referred to in paragraphs 28b (a) and (b) may be taken in two periods.

#### **28B.02 Parental Allowance**

(a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) below, providing he or she:

(i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,

(ii) provides the FIAA with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the FIAA, and

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

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of parental allowance, in addition to the period of time referred to in section 28B.02 (a)(iii)(B), if applicable.

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

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

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

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

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

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

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

(iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended

(d) At the employee's request, the payment referred to in subparagraph 28B.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.

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

(f) The weekly rate of pay referred to in paragraph (c) shall be:

(i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

(ii) if an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

(g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

(h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

(i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

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

#### 28B.03 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in subparagraph 28B.02(a)(ii) solely because concurrent entitlement to benefits under the FIAA's Long-term Disability Plan or via the *Employees Workers' Compensation Act* prevents the employee from receiving Employment Insurance parental benefits, and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 28B.02(a), other than those specified in sections (A) and (B) of subparagraph 28B.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the FIAA's Long Term Disability Plan or via the *Workers' Compensation Act*.

(b) An employee shall be paid an allowance under this clause and under clause 28B.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

#### 28B.04 Transitional Provisions

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

### **ARTICLE 29 STAFFING PROCEDURE**

#### 29.01

(a) The FIAA shall post all vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as Job Opportunities).

(b) The FIAA 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.

29.2 The poster shall contain the Requirements and the classification, salary/ salary range of a Job Opportunity. In this Article, "Requirements" means skills, qualifications, abilities, and experience and any required license, certification or

trades ticket. The FIAA may consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and in such a case, the FIAA shall so state on the posting.

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

29.4 A copy of the poster shall be forwarded to PSAC prior to posting.

29.5 (a) The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the closing date and candidates are required to indicate their interest in writing or e-mail, no later than 4:00 p.m. on the closing date.

(b) Upon receipt of a written or e-mail request (which includes details as to how the employee can be contacted) from an employee who will be absent on an approved leave, the FIAA shall make every reasonable effort to ensure such employees receive notice of Job Opportunities which arise during the leave.

29.6 Job Opportunities will be open to all bargaining unit members. In the event an employee does not meet the requirements of the Job Opportunity but could qualify following a reasonable period of training and experience, then that employee will be considered as a candidate for the Job Opportunity. In the event there are no qualified candidates for the Job Opportunity following the process outlined in this Article, then an external search may be carried out. By mutual consent, Job Opportunities may be advertised externally at the same time as the internal posting where it appears there will be no qualified candidates.

29.7 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 posted Requirements. Consideration will first be given to qualified non- probationary full-time employees. Where the candidates are relatively equal according to the posted Requirements, the candidate with the greatest seniority will receive the offer.

29.8 Candidates shall normally be advised within two (2) weeks after the completion of a staffing process of the result of the competition and the name of the successful candidate will be posted.

29.9 All employees who are 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 FIAA. If requested by the employee, the reason(s) will also be communicated in writing. If requested by PSAC, in writing, the FIAA will provide full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.

29.10 The provisions of this Article do not apply to term positions of less than thirty (30) days or while the provisions of this Article are in progress for any job opportunity provided that this sub-article will not be applied to avoid appointments to acting assignments.

### **Article 30 Job Classifications.**

30.1 The current classifications as listed in Appendix A will remain in effect for the duration of this Collective Agreement. For any new classifications or classifications which are changed substantially by the FIAA due to the addition/deletion of duties; **rates of pay will be set by the Employer in accordance with the Job Evaluation Plan.** Any dispute shall be submitted to **the grievance process up** to arbitration. Any new rate will be retroactive to the time the new position was initially filled by an employee or the "substantial change" took effect.

30.2 In the event that the FIAA creates a new position (which did not exist in the CIRB certificates noted in 2.01), it undertakes to inform PSAC of the creation of this new position together with the FIAA's proposal as to whether such position is to be recognized as being part of the bargaining unit. The FIAA shall provide PSAC with a copy of the proposed job description, placement in the organizational chart, a rationale as to the proposed classification and proposed salary range (if available). Upon a written request from PSAC within forty- five (45) days of notification to this effect, the FIAA shall meet with PSAC in order to discuss the FIAA's position on the inclusion or exclusion of this position in the bargaining unit.

30.3 In the event that the parties fail to agree in accordance with Article 30.02 on whether an employee should be included or excluded, that employee shall be included in the Bargaining Unit until such time as the Canada Industrial Relations Board decides otherwise in accordance with the Canada Labour Code.

### **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 their position, including the

classification level, and where applicable, the point rating allotted by factor to their position, as well as the rationale and an organization chart depicting the position's place in the organization **within 90 days**.

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

32.1(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 FIAA'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.

32.2(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.

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

32.4 Upon written request of an employee, and where practicable, 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 FIAA. Upon request, an employee will be given a copy of the documents requested from their personnel file.

32.5 The FIAA shall maintain only one personnel file for each employee.

**ARTICLE 33  
TECHNOLOGICAL CHANGE**

33.1 The parties agree that they shall be governed by the definition of technological change as contained in the *Canada Labour Code* which at present reads as follows:

(a) the introduction by the FIAA into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the FIAA in the operation of the work, undertaking or business; and

(b) a change in the manner in which the FIAA carries on the work, undertaking or business that is directly related to that equipment or material.

33.2 Whenever the FIAA proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of the FIAA's employees, the FIAA shall give notice of the technological change to PSAC at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.

33.3 The notice mentioned in clause 33.02 shall be given in writing and shall contain the following information:

(a) the nature of the technological change;

(b) the date upon which the FIAA 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; and

(f) such other information as is required by the Regulations made pursuant to the *Canada Labour Code*.

33.4 Once the FIAA has given PSAC the notice described in 33.02 the FIAA shall, on the request of PSAC, provide PSAC with a statement in writing setting out:

(a) a detailed description of the nature of the proposed technological change;

(b) the names of those employees who will initially be likely to be affected by the proposed technological change; and,

(c) the rationale for the change.

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

33.06 Where as a result of technological change, training (including both on-going and upgrading training) is required in order for the employees affected to perform the work, such training shall be provided by the FIAA at no expense to the employee. The FIAA will make every reasonable effort to provide such training during the employee's working hours. Salary and benefits in accordance with the collective agreement shall be maintained for employees engaged in such training.

32.07 When requested by PSAC, the parties further agree to consult in situations where:

(a) the FIAA introduces into the work, undertaking or business, equipment or material of a different nature or kind than that previously utilized by the FIAA in the operation of the work, undertaking or business; or

(b) there is a change in the manner in which the FIAA carries on the work, undertaking or business that is directly related to that equipment or material.

#### **ARTICLE 34 SEVERANCE PAY**

34.1 The FIAA assumed operation of the Fredericton International Airport on May 1, 2001 and Severance Pay is only calculated for the period of time that the employee is actually employed by the FIAA and does not apply to any prior employment with the Government of Canada or any other organization.

34.2 Under the following circumstances and subject to Article 34.03 below, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

(a) **Lay-Off**

(i) On the first layoff two (2) weeks' pay for the first complete year of continuous

employment, subsequent to May 1, 2001, and one (1) week's pay for each additional complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.

(ii) On a second or subsequent layoff one (1) week's pay for each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under sub-clause (a)(i) above.

**(b) Resignation**

On resignation, subject to sub-clause 34.02 c) and with ten (10) or more years of continuous employment, subsequent to May 1, 2001, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**(c) Retirement**

(i) on retirement, when an employee is entitled to an immediate annuity or an immediate annual allowance under the Fredericton International Airport Pension Plan, or

(ii) a part-time employee, who regularly works more than thirteen and one half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Fredericton International Airport Pension Plan, would be entitled to an immediate annuity there under or who would have been entitled to an immediate annual allowance. A severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) weeks pay for each complete year of continuous employment, subsequent to May 1, 2001, and in the case of a partial year of continuous employment, one (1) weeks pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks pay.

**(d) Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment comprised of one (1) week's pay for each complete year of continuous employment, subsequent to May 1, 2001, 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.

**(e) Termination for Cause for Reasons of Incapacity**

When an employee has completed more than one (1) year of continuous employment, subsequent to May 1, 2001 and ceases to be employed by reason

of termination for cause for reasons of incapacity, one (1) week's pay for each complete year of such continuous employment with a maximum benefit of twenty eight (28) weeks.

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

34.4 The weekly rates of pay referred to in the above clauses shall be the regular weekly rates of pay in accordance with this Collective Agreement to which the employee is entitled on the date of the termination

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

35.01 Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is permanently laid off;
- (c) is discharged for just and sufficient cause;
- (d) abandons his or her position by failing to report for duty for seven (7) consecutive days/shifts unless the employee provides an explanation for his or her absence which is satisfactory to the FIAA.

## **ARTICLE 36 SENIORITY**

36.1 (a) For employees who were in the bargaining units on September 4, 2001 and who transferred from the federal government on May 1, 2001, seniority shall mean length of service with the FIAA and length of continuous service with the federal government prior to the date of transfer.

(b) For all other employees, seniority means length of service in the bargaining unit.

(c) Seniority shall be established upon completion of the probationary period and

shall commence from the date of hire.

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

With respect to the selection of vacation periods only, those sections having a selection system in place are exempted from the application of this clause and will retain their current selection system.

36.3 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 PSAC.

36.4(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 FIAA 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.

36.5 (a) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority for a period not to exceed 120 days unless otherwise agreed and shall retain that seniority for a period not to exceed one year from the date of appointment /assignment.

(b) No employees shall be transferred to a position outside the bargaining unit without their consent.

36.6 An employee who resigns his or her position and within thirty (30) days is reemployed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement. The FIAA may require the employee to pay both the Employer and employee shares of the benefit costs for this period of absence. Reinstatement of coverage will be consistent with the express provisions of all benefit plans including pension.

**ARTICLE 37  
HEALTH AND SAFETY**

37.1 The parties recognize an employee's right to working conditions, which show respect for his/her health, safety and physical well-being. As a consequence, every reasonable effort shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.

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

37.3 PSAC, in co-operation with the FIAA, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

37.4 Employees are responsible for taking the necessary measures to ensure their health, safety and physical wellbeing and must inform their supervisor if a protective device or apparatus is missing or defective, or when any situation occurs which might endanger the employee, another employee or any other person.

37.5 The FIAA and PSAC agree that work practices shall be governed by the *Canada Labour Code*, its Regulations, this Collective Agreement and any other safe work procedures, which the FIAA has developed with or in accordance with the recommendations of the Joint Workplace Health and Safety Committee. The FIAA may develop and issue safe work procedures in consultation with the Health and Safety Committee.

37.6 The FIAA and PSAC share the common intention and desire to insure that all employees are made aware of their rights and obligations respecting health and safety contained in the *Canada Labour Code* and its regulations as well as in this Agreement and in Safe Work Procedures of the FIAA.

37.7 Any right or benefit not stipulated in this Article and conferred on the employees of the FIAA by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is an integral part of this Article.

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

(a) injury on the job; or

(b) a heart attack or other serious ailment which occurs on the job.  
The FIAA shall notify the Local of incidents of this nature.

37.9 The Employer shall provide any group of employees with immunization against communicable diseases and/or biological agents, such as anthrax, where there is a reasonable risk of incurring such diseases in the performance of his or her duties.

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

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

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

(d) For the period during which the employee does not perform her job under subsection (a), the FIAA may, in consultation with the employee, reassign her to another job that would not pose a risk to her health or to that of the fetus or child.

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

**ARTICLE 38  
SICK LEAVE WITH PAY**

38.1 No employee shall be adversely affected or disciplined for bona fide use of Sick Leave. The use of sick leave records for bona fide occupational requirements does not constitute an adverse affect.

38.2 Credits

All employees, shall earn sick leave credits at the rate of 1.25 days for each calendar month for which the employee received pay for at least ten (10) days, and

Granting of Short-Term Sick Leave

38.3 Employees who are ill, injured, ineligible for or denied long-term disability benefits shall be granted sick leave with pay, at one hundred percent (100%) of their normal rate of pay, when they are unable to perform their duties because of illness or injury provided that:

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

38.4 Where an employee is eligible to collect long-term disability benefits, the FIAA will pay sick leave at one hundred percent (100%) of their normal rate of pay when they are unable to perform their duties for the thirteen (13) week waiting period provided that:

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

38.5 Any sick leave credits remaining at the commencement of the long-term disability will be banked for future use by the Employees as set out in Articles 38.03 and 38.04 above. Article 38.02 will apply upon an employee's return to work for the accumulation of credits.

38.6 When an employee has insufficient credits to cover the granting of sick leave with pay under articles 38.03 and 38.04, sick leave credits up to 25 days or the equivalent number of shifts with pay may be advanced to an employee. The

FIAA shall not unreasonably deny the advance of sick leave credits.

38.7 (a) Unless otherwise advised in advance and for valid reason, a statement signed by the employee stating that because of illness or injury, they were unable to perform their duties, shall, when provided to the FIAA, be considered as meeting the requirements of 38.03 or 38.04 if the period of leave requested does not exceed five (5) work days. The FIAA may extend the above time limits based on individual circumstances.

(b) Where an employee is required to produce a medical certificate as per 38.03(a) or 38.04(a) above, the employee will attempt to obtain a medical certificate as soon as reasonably possible and will provide the certificate when available.

#### 38.8 Return of Credits When Injury on Duty is Approved

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the period, it shall be considered, for the purpose of calculating sick leave credits, that the employee was not granted sick leave with pay.

#### 38.9 Return of Credits During Period of Compensatory Leave

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

### **ARTICLE 39 PENSIONS**

39.1 The FIAA has two pension plans in which employees may be eligible to participate. These current plans will be maintained:

(a) the Canadian Airports Council Pension Plan (CAC Pension Plan), a defined benefit plan comparable to Superannuation and available only to employees who transferred from Transport Canada on May 1, 2001 (Plan A);

(b) a defined contribution plan for all other employees. This plan will also be available, as an alternative to 39.01 a), to employees who transferred from Transport Canada on May 1, 2001 at their option (Plan B).

39.2 Employees who were employed with Transport Canada prior to May 1, 2001 have the option (subject to PSPP service rules) of leaving their accrued pension in the Public Service Pension Plan, provided through the *Public Service Superannuation Act*.

39.3 The key provisions of Plan A are currently as follows:

(a) the pension benefit is two percent (2%) of the best five (5) consecutive years average pensionable earnings salary for each year of pensionable service, to a maximum of 35 years service. Commencing at age 65 there is a pension reduction of zero point seven percent (0.7%) of the final five years average CPP YMPE multiplied by the employee's years of pensionable service since January 1, 1966;

(b) normal retirement age is sixty-five (65), early retirement options are available as described in the Plan rules.

(c) survivor benefits are provided for spouse (as defined in Article 28) and/or dependents, beneficiary(s) and or estate in case of death;

(d) employees contribute four percent (4%) of salary up to YMPE and seven point five percent (7.5%) above YMPE; the Employer contributes the balance of the funding requirement;

(e) benefits are indexed based on 100% of C.P.1. up to eight percent (8%) per annum applied from termination to retirement and retirement onward.

39.4 The key provisions of Plan B are currently as follows:

(a) the plan is a defined contribution plan wherein the benefit is based on a money purchase approach with the contributions made by the employee and the FIAA and the returns achieved on such contributions;

(b) normal retirement age of sixty-five (65), with optional early retirement;

(c) survivor benefits are provided for spouse (as defined in Article 28) and/or dependants, beneficiary(s) and/or estate in case of death;

(d) employees shall elect to contribute either five or six percent of salary and the FIAA will match the employee's contribution.

39.5 Further information regarding the pension plans is provided in the corresponding employee handbook. The employee handbook provides a summary of the principal features of the plan provisions. The actual text of the pension plans documents registered with the Regulatory Authorities shall govern in all situations requiring clarification or interpretation of the terms of the plan.

**ARTICLE 40  
HEALTH AND BENEFIT PLANS**

**40.1 Eligibility**

- (a) Full-time and permanent part time employees will be eligible for coverage from the first day of employment, subject to Plan coverage waiting periods.
- (b) Term employees appointed for a term of six months or more will be eligible for coverage after the conclusion of the initial six-month period and part time employees will be covered subject to Plan coverage waiting periods.
- (c) Seasonal employees are not eligible for health and benefit plan coverage.

**40.2** The FIAA will pay 100% of the premium costs for the coverage specified below to provide the following insurance benefits:

- (a) Extended Health Coverage
- (b) Dental Coverage in accordance with the preceding calendar year fee guide
- (c) Vision Coverage

**40.3** The Employees will pay one hundred percent (100%) of the premium cost for the long-term disability.

**40.4** The FIAA will provide each employee a monthly health allowance equal to eighty-five percent (85%) of the premium cost of the long-term disability. However, for all employees hired on May 1, 2001, The FIAA will provide each employee a monthly health allowance for the difference of the total premium based on the formula below:

Total premium less

(\$ .0405 per \$250 multiple of annual salary) [ie.  $\frac{\text{annual salary} \times \$ .0405}{\$250}$ ]

**40.5** For Basic Life Insurance the Employee will pay \$0.15/\$1000.00 and the FIAA will pay the balance of the premium cost.

40.6 In addition, the FIAA will make available the following optional plans which will be 100% employee funded:

- (a) Optional Life Insurance (including spouse and dependants)
- (b) Accidental Death and Dismemberment.

40.7 The FIAA reserves the right to amend the existing group benefits program as currently provided in Sun Life contract number 50871 provided that the amended or new plan will provide benefits that are at least comparable to those currently provided. Further information regarding the benefit and insurance plans is provided in the corresponding Employee Group Benefits Handbook. The actual text of the benefit plan contract between the FIAA and the benefit plan carrier shall govern in all situations requiring clarification or interpretation of the terms of the plan.

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

#### **ARTICLE 41 REGISTRATION FEES**

41.1 The FIAA shall reimburse an employee for the payment of membership or registration fees to a professional organization or governing body when the FIAA requires membership or registration. Any current fees paid for by the FIAA will continue to be paid, if the FIAA requires the applicable function.

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

#### **ARTICLE 42 BILINGUAL POSITIONS**

42.1 The FIAA will determine if a requirement for a bilingual position exists.

42.2 Employees who occupy a bilingual position and who can demonstrate

proficiency as required by the FIAA will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.

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

### **ARTICLE 43 PARKING**

43.01 The FIAA agrees to provide parking for work and/or union related purposes at no cost to all employees.

### **ARTICLE 44 TRAVEL**

44.1 Employees traveling for the purpose of conducting business on behalf of the FIAA will be reimbursed for actual and reasonable expenses incurred at the per-diem and mileage rates set out in this Article.

44.2 Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the FIAA.

44.3 When an employee is required to travel on FIAA business, the time of departure and the means of travel shall be determined by the FIAA following consultation with the employee. The employee will be compensated for travel time in accordance with Articles 44.04 and 44.05.

Traveling time shall include time necessarily spent at each stopover en route provided such stopover is no longer than three hours.

44.4 For the purposes of clauses 44.03 and 44.05, the traveling time for which the employee shall be compensated is as follows:

(a) for travel by public transportation, the time between the scheduled time of departure and the scheduled time of arrival at the destination, including the normal travel time to the point of departure, as determined by the FIAA;

(b) for travel by private means of transportation, the normal time as determined by the FIAA, to proceed from the employee's place of residence or work place,

as applicable, direct to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace.

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

44.5 If an employee is required to travel as set forth in clauses 44.03 and 44.04:

(a) on a normal working day the employee shall be paid:

(i) his or her regular pay for the day for a combined period of travel and or work not exceeding his or her regularly scheduled working hours, and, if applicable,

(ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve hours' pay at the straight-time rate of pay;

(b) on a day of rest or a designated paid holiday, the employee shall be paid at the applicable rate for hours traveled to a maximum of twelve hours' pay at the straight-time rate of pay;

(c) it is agreed that employees who earn overtime as a result of traveling, have the option of banking overtime as compensatory leave time off. The employee must advise of his her intention in advance of travel.

44.6 When an employee travels on FIAA business he or she will be reimbursed at the rates herein provided.

Mileage - FIAA requested - \$0.50 per Kilometer

employee requested - 12.500 per kilometre

Taxi Fares - (actual expenses, with receipts)

Meal Allowances

Breakfast.....\$12.00

Lunch.....\$12.00

Dinner.....\$30.00

Incidental Expenses

(per day) \$11.50

Private Accommodation \$50.00

Hotel Accommodation (actual expenses with prior approval)

**ARTICLE 45  
UNIFORMS, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND  
TOOLS**

45.1 For the health and safety of employees and the public image of the FIAA 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 FIAA to wear them on duty.

45.2 The FIAA will provide the clothing items, or allowances for items, listed below.

General Conditions

- (a) all tools and clothing items, whether purchased by the FIAA or the employee, shall meet appropriate (i.e. CSA, ULC, etc) standards;
- (b) replacement cycles will be from date of initial issue;
- (c) replacements will be made at the discretion of the FIAA upon return of worn or damaged articles or as per the specific replacement cycles outlined in this Article,
- (d) Any additional clothing or equipment deemed necessary by the FIAA will be supplied by the FIAA;
- (e) initial fitting is the responsibility of the FIAA;
- (f) The FIAA will supply a clothing washer;
- (g) where practicable, the FIAA will solicit bid(s) from provincial unionized clothing manufacturers from the list provided by the Local. Preference will be given to those unionized clothing manufacturers when costs and quality are superior.

Specific Requirements Including Replacement Cycle

All Protective airport rescue firefighting Gear- as required by N.P.F.A. and C.G.S.A. Standards

ALL TRADES, FULL-TIME Operations

Work Shirts- Initial issue of 6, any combination long or short sleeved - replacement yearly;  
Work Pants- Initial issue of 3, replacement yearly;  
Regular! Summer Coveralls- Initial issue of 2, replacement as required;  
Waterproof, Insulated Coveralls if required;  
Winter Parka- Initial issue of 1, replacement as required;  
Spring! Summer Jacket- Initial issue of 1, replacement as required;  
Rain Gear- Initial issue of 1, replacement as required;  
Safety Footwear-Allowance of \$113.00 per year (can be accumulated up to a maximum of \$226.00);  
Sunglasses (100% UV Protection) - Initial Issue of 1, replacement as required (Only for tradesperson if scheduled to perform work outside for majority of time during daylight hours).

## SEASONAL EMPLOYEES

Rain Gear- if required;  
Coveralls- initial issue of 2, replacement as required;  
Safety Footwear- Allowance of \$113.00 every second season (can be accumulated up to a maximum of \$226.00);  
Sunglasses (100% UV Protection) - Initial Issue of 1, replacement as required (Only for tradesperson if scheduled to perform work outside for majority of time during daylight hours);  
Winter parka — if required.

45.3 Supply and installation of identification crests shall be the responsibility of the FIAA.

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

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

## ARTICLE 46 STANDARD OPERATING PROCEDURES

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

**ARTICLE 47  
AGREEMENT RE-OPENER**

47.01 This agreement may be amended by mutual consent.

**Article 48  
ERS Physical Fitness**

48.1 The parties agree that Emergency Response Personnel (ERS) should maintain a minimum level of physical fitness and recognize that many factors such as age, health and physiological changes can affect an individual's ability to maintain such a level of physical fitness.

48.2 A joint committee (consisting of one ERS and an FIAA representative) will be struck to make recommendations in accordance with Article 49.04 and to oversee the development and functioning of the physical fitness program and for the ongoing purpose of improving or expanding the program.

48.3 The program will include, but not be limited to, a professional assessment with follow-up advice, and professional assistance in developing an exercise and diet program.

48.4 The joint committee will schedule an initial meeting within thirty (30) days of the signing of the collective agreement. The joint committee will make their initial recommendations to the FIAA within six (6) months of the initial meeting. The joint committee will continue to meet, review such matters, as it deems necessary, and provide recommendations throughout the life of the agreement. The FIAA will fund such a program, however, it will be the responsibility of the FIAA to determine the amount of reasonable financial resources to be committed to the program.

48.5 (a) Operational requirements permitting, ERS personnel will be scheduled for a minimum of one (1) hour per shift, when scheduled as the ERS on duty, to exercise in order to maintain their physical fitness with apparatus provided and maintained by the FIAA. The joint committee will review the exercise facilities and equipment as part of its mandate and oversee any necessary improvements or changes implemented as a result of its decision.

(b) ERS will participate in an annual physical fitness test based upon job related tasks. The test cannot be changed or modified without the mutual consent of the parties.

48.6 Failure to achieve an acceptable performance on the annual physical fitness test shall result in mandatory participation as per clause 49.03 and 49.05.

#### **ARTICLE 49 APPRENTICESHIP PROGRAM**

49.1 An employee selected by the FIAA to participate in an apprenticeship program who is already employed by the FIAA shall not have his or her pay reduced while in the program other than as prescribed below. The employee shall receive the greater of his or her current rate of pay or the appropriate equivalent percentage as established by the New Brunswick *Apprenticeship Occupational Certification Act* of the journey person's rate of pay as contained in this Agreement. The FIAA will supplement any training allowance of Employment Insurance benefit to 95% of the employee's salary and will ensure no loss of benefits (including health and pension) nor seniority while attending school.

49.2 If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, the employee may be demoted or voluntarily agree to return to the former position.

#### **ARTICLE 50 DURATION**

50.01. This collective agreement will be for a four (4) year term commencing May 1, 2015 to April 30, 2019. **This agreement is effective as of May 1, 2015.**

**Signed this 24<sup>th</sup> day of February 2015.**

## Appendix A

### Wages

Title	May 01 2015 to April 30 2016	May 01 2016 to April 30 2017	May 01 2017 to April 30 2018	May 01 2018 to April 30 2019
ASM	\$23.52	\$23.99	\$24.47	\$25.08
ASM Seasonal	\$23.52	\$23.99	\$24.47	\$25.08
ASM Team Lead	\$24.70	\$25.20	\$25.70	\$26.35
Adm Assist	\$24.70	\$25.20	\$25.70	\$26.35
Fin Clerk SP*	\$27.83	\$28.38	\$28.95	\$29.67
Fin Clerk	\$25.94	\$26.46	\$26.99	\$27.66
Communications Officer	\$27.23	\$27.78	\$28.33	\$29.04
Mechanic	\$27.23	\$27.78	\$28.33	\$29.04
ABM SP*	\$30.39	\$30.99	\$31.61	\$32.40
ABM	\$27.23	\$27.78	\$28.33	\$29.04
AOS2	\$28.60	\$29.17	\$29.76	\$30.50
AEM SP*	\$31.09	\$31.71	\$32.35	\$33.15
AEM	\$30.02	\$30.62	\$31.23	\$32.01
AOS 3 TL	\$30.02	\$30.62	\$31.23	\$32.01
AOS 3 TO	\$30.02	\$30.62	\$31.23	\$32.01
SS&SO SP*	\$38.57	\$39.34	\$40.12	\$41.13
SS&SO	\$31.53	\$32.16	\$32.80	\$33.62
Ops Sup	\$31.53	\$32.16	\$32.80	\$33.62
Overall Annual Increase	2.00%	2.00%	2.00%	2.50%

**Classifications with SP\* is an indication that the position is currently filled with a salary protected individual.**

## Wages by Pay Band

Band	20015 Rate	2016 Rate	2017 Rate	2018 Rate
3	\$23.52	\$23.99	\$24.47	\$25.08
4	\$24.70	\$25.20	\$25.70	\$26.35
5	\$25.94	\$26.46	\$26.99	\$27.66
6	\$27.23	\$27.78	\$28.33	\$29.04
7	\$28.60	\$29.17	\$29.76	\$30.50
8	\$30.02	\$30.62	\$31.23	\$32.01
9	\$31.53	\$32.16	\$32.80	\$33.62

## Classification Banding

Position	Band
Airfield Safety Maint.	3
Airfield Safety Maint. - Seasonal	3
Airfield Safety Maint. – Team lead	4
Admin. Ass't.	4
Finance Clerk	5
Comms Officer	6
Mechanic	6
Building Maintenance(ABM)	6
Firefighter	7
AOS 2	7
Electrician (AEM)	8
AOS – 3 Team lead	8
AOS-3 Training Officer	8
Safety and Security Officer	9
Operations Supervisor	9

AOS Level and pay structure is as follows:

Independently Active Functional Level	AOS	May 01 2015 to April 30 2016	May 01 2016 to April 30 2017	May 01 2017 to April 30 2018	May 01 2018 to April 30 2019
Apprentice (up to 12 Months)	Level 0	\$22.16	\$22.61	\$23.06	\$23.64
Base Level (after 12 Months)	Level 1	\$27.71	\$28.27	\$28.83	\$29.55
ASM level I and ERS Level I **	Level 2	\$28.60	\$29.17	\$29.76	\$30.50

**AEM level and pay structure is as follows:**

Independently Active Functional Level	AEM	May 01 2015 to April 30 2016	May 01 2016 to April 30 2017	May 01 2017 to April 30 2018	May 01 2018 to April 30 2019
Apprentice (up to 12 Months)	<b>Level 0</b>	\$20.25	\$20.65	\$21.06	\$21.59
AEM 1	<b>Level 1a</b> (Starting with experience)	\$22.48	\$22.93	\$23.39	\$23.97
	<b>Level 1b</b> (After one year at Level 1a)	\$24.72	\$25.22	\$25.72	\$26.37
	<b>Level 1c</b> (After one year at Level 1b)	\$25.79	\$26.30	\$26.83	\$27.50
	<b>Level 1d</b> (After one year at Level 1c)	\$27.93	\$28.49	\$29.06	\$29.78
AEM 2**	<b>Level 2</b>	\$30.02	\$30.62	\$31.23	\$32.01

**ABM level and pay structure is as follows:**

<b>Independently Active Functional Level</b>	<b>ABM</b>	<b>May 01 2015 to April 30 2016</b>	<b>May 01 2016 to April 30 2017</b>	<b>May 01 2017 to April 30 2018</b>	<b>May 01 2018 to April 30 2019</b>
Apprentice (up to 12 Months)	Level 0	\$17.43	\$17.78	\$18.14	\$18.59
ABM 1	Level 1a (Starting with experience)	\$21.79	\$22.22	\$22.67	\$23.23
	Level 1b (After one year at Level 1a)	\$22.55	\$23.00	\$23.46	\$24.05
	Level 1c (After one year at Level 1b)	\$24.01	\$24.49	\$24.98	\$25.61
	Level 1d (After one year at Level 1c)	\$25.21	\$25.72	\$26.23	\$26.89
ABM 2**	Level 2	\$27.23	\$27.78	\$28.33	\$29.04

Appendix B

CIRB Certification

CIRB-CCRI Fax 11/04/2013 3:17:59 PM PAGE 3/006 Fax Server

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Canada Industrial Relations Board



Conseil canadien des relations industrielles

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Order No.: 10391-U

Supersedes: 9780-U

**IN THE MATTER OF THE**

*Canada Labour Code*

- and -

Frederickton International Airport Authority Inc.,  
Lynchville, New Brunswick,

applicant,

- and -

Public Service Alliance of Canada,

certified bargaining agent.

WHEREAS the Canada Industrial Relations Board (the Board), by order no. 9780-U dated December 15, 2009, confirmed the Public Service Alliance of Canada as the bargaining agent for a unit of employees of the Frederickton International Airport Authority Inc. comprising:

*"all employees of the Frederickton International Airport Authority Inc., excluding the President and CEO, Director of Operations, Human Resources and Administration Manager, Director of Finance, Manager of Public Relations and Marketing, and Director of Projects and Properties."*

AND WHEREAS the Board has received an application from the Frederickton International Airport Authority Inc., pursuant to section 18 of the Canada Labour Code (Part I-Industrial Relations), seeking to amend the said order by excluding the position of Operations Manager and updating the titles of other excluded positions;

AND WHEREAS the certified bargaining agent is not opposed to the application;

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has determined that it is appropriate to grant the application;

Canada

RECEIVED TIME APR. 11. 4:10PM

Order No.: 10391-U

NOW, THEREFORE, the Board hereby confirms that the Public Service Alliance of Canada is the bargaining agent for a bargaining unit comprising:

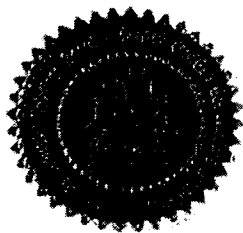
*"all employees of the Fredericton International Airport Authority Inc., excluding the President and CEO, Director of Operations, Operations Manager, Human Resources and Administration Manager, Director of Finance, Director of Marketing and Business Development and Director of Projects and Properties."*

ISSUED at Ottawa, this 11th day of April, 2013, by the Canada Industrial Relations Board.



Elizabeth E. MacPherson  
Chairperson

Reference: File No. 29886-C



-2-

RECEIVED TIME APR 11 4:10PM

Letter of Understanding Dated Oct 15 2012 reference recognition of the organizational changes at the FIAA

Letter of Understanding

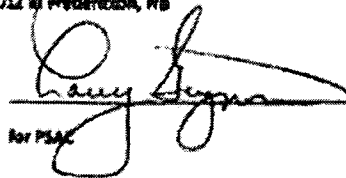
Between  
The Public Service Alliance of Canada (PSAC)  
and  
Fredericton International Airport Authority (FIAA)  
October 15, 2012

The Fredericton International Airport Authority (FIAA), and the Public Service Alliance of Canada (PSAC), herein referred to as the "Parties", mutually agree to the status of PSAC bargaining unit positions with respect to their status as reflected in the bargaining certificate, as outlined below.

1. Safety, Security and Systems Manager position - Mike Ripley will return to work and resume the duties and responsibilities of the Safety, Security and Systems Manager position. As long as Ripley remains a member of the Union, he will hold the position as Officer (under the JEP pay scale) as the discipline responsibility will be temporary removed from the position to accommodate Ripley. The FIAA will not pursue the exclusion of this Manager position while Ripley holds this position. PSAC will support an FIAA proposal to the CIRB to exclude this position at the time the position is vacated by Ripley. There will be no trial period and any necessary training will be provided.
2. Operations Manager position - The Operations Manager position will be proposed by FIAA for exclusion from the bargaining unit. PSAC has reviewed this proposed exclusion and will support an FIAA proposal to the CIRB to exclude this position.
3. Operations Assistant position - Faye Downing will return to work and be appointed immediately to the new Operations Assistant position which will be included in the PSAC bargaining unit. There will be no trial period and any necessary training will be provided.
4. Communications Officer position- This new position will be included in the PSAC bargaining unit.

Dated this 15<sup>th</sup> day of October, 2012 at Fredericton, NB

  
for FIAA

  
for PSAC

Memorandum

TO: FAA

FROM: Christine Collins

RE: Proposed exclusions – FAA

I am authorized to legally bind PSAC and UCTE (the Unions) and provide this memorandum of understanding to confirm the following:

- a) The Unions recognize that the employer has re-organized positions at the FAA, and to that end, the parties have signed a return to work protocol wherein the restructuring is recognized.
- b) The Unions are in agreement with the restructuring changes (including the elimination of the Finance Clerk position) and, as such, will not file a policy grievance to contest the reorganization (including the elimination of the Finance Clerk position) as proposed.
- c) The Unions are in agreement with the restructuring changes (including the elimination of the Finance Clerk position) and as such, will not support individual grievances contesting the reorganization changes (including the elimination of the Finance Clerk position) as proposed.

Dated this 13<sup>th</sup> day of October, 2012 at Ottawa Ontario.



Christine Collins, President, UCTE

343885 v1

**APPENDIX "C"**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**SEASONAL EMPLOYEES - SENIORITY LIST**

- 1) Tom Dalton
- 2) Jeffery Edwards
- 3) Robert Nevers

**LETTER OF UNDERSTANDING #1**  
**between**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**And**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**Joint Job Evaluation Plan**

The parties agree that, for the duration of this Collective Agreement, the Job Evaluation Plan (The Plan) developed jointly between the Fredericton International Airport Authority and the PSAC shall be used to evaluate all positions within the bargaining unit.

The parties agree that The Plan was developed through the rigorous application of gender neutral job evaluation principles and practices and is consistent with the requirements of the Canadian Human Rights Act.

There shall be no changes to The Plan unless agreed to by the parties in writing.

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

**LETTER OF UNDERSTANDING #2**  
**between**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**and**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**Classification Conversion Grievance Procedure**

The parties recognize that implementation of the new job evaluation plan (The Plan) may result in classification grievances. The parties further recognize the need and the desirability of addressing such grievances in a timely manner.

This procedure shall apply to all job evaluations arising out of the implementation of The Plan effective date of ratification. Job evaluation grievances arising out of the application of The Plan shall be processed in accordance with the grievance procedure contained in this Letter of Understanding.

- 1.1 All job evaluation grievances shall be filed by the employee(s) and signed by the Union no later than 60 calendar days unless otherwise agreed. Where there is more than one grievance for a position the Union will process one consolidated grievance.
  - (a) After the filing of the grievance the Union shall submit a detailed statement of the reasons why the evaluation is being challenged within ninety (90) days.
- 1.2 Within sixty (60) days of the submission in 1.01 the parties will meet and the Union will present the grievances.
- 1.3 Within sixty (60) days of the meeting in 1.02 the employer will respond in writing regarding whether the grievance is allowed or denied, including a detailed rationale if the grievance is being denied.
- 1.4 An Arbitrator shall be selected by the parties to hear and determine all classification grievances under this Letter of Understanding. Where the parties are unable to reach agreement, they shall forthwith request the Minister of Labour to appoint an Arbitrator in accordance with applicable provisions of the Canada Labour Code.
- 1.5 The mandate of the Arbitrator shall be to determine the position evaluation in accordance with The Plan. The Arbitrator will be limited to addressing the issue(s) in dispute and allowing or denying the grievance.
- 1.6 The decision of the Arbitrator shall be final and binding and will be implemented in accordance with the collective agreement and if necessary Appendix "A" shall be amended accordingly.

- 1.7 The Arbitrator shall have no jurisdiction to amend or otherwise modify The Plan. Where possible, the parties are encouraged to prepare an Agreed Statement of Facts in order to expedite the arbitration.
- 1.8 An attempt will be made to process as many grievances as possible each day.
- 1.9 An employee who has filed a grievance in accordance with this Letter of Understanding shall be granted two hours leave with pay for the purpose of meeting with their union representative.
- 1.10 All time limits in this Procedure are mandatory and may be extended by mutual written agreement. For the purpose of this Letter of Understanding "days" means "calendar days".
- 1.11 The parties shall each bear one-half (1/2) the cost of the Arbitrator.

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

**LETTER OF UNDERSTANDING #3**  
**between**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**and**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**Re: Safe Work Procedures**

The FIAA agrees to adopt as Safe Work Procedures of the FIAA the following:

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

2. The FIAA further agrees that no changes to these Safe Work Procedures will be made without prior consultation with the Workplace Health and Safety Committee.

**LETTER OF UNDERSTANDING #4**  
**between**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**and**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**Part-Time Employees**

It is the FIAA intention, consistent with the incremental growth of the FIAA's business, to utilize part-time employees on the basis of work requirements that do not warrant a full-time position.

It is further agreed that all provisions of this Collective Agreement shall apply to part-time employees.

It is also agreed that permanent vacancies shall not be filled by the use of part timers.

It is also agreed that there shall be no more than one part-time employee per classification.

**LETTER OF UNDERSTANDING #5**  
**between**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**  
**and**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**Students**

Re: Students

The Parties agree that the employment of students during their break periods is mutually beneficial and therefore supports the hiring of students where practical.

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

- a) Co-Op Student — a student hired by the FIAA to carry out work in their specialty, eg. 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 FIAA during the period May 1st to August 31st to perform summer work, such as Ambassador and Public Relations, landscaping, litter control, planting flowers, mowing grass, light painting, shoveling sand and asphalt and any other work agreed upon between the Alliance Local and the FIAA.

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

The FIAA agrees that, while employed, students will be subject to all policies of the FIAA and will be treated in accordance with the spirit and the intent of this Collective Agreement.

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

In consideration of the above, PSAC agrees that these students are not members of the bargaining unit and will not be subject to any of the specific provisions of this Collective Agreement.

**Letter of Understanding # 6**

**Social Justice Fund**

The parties' Union Management Committee will establish the terms of reference for the use of the social justice fund which will be designed for local circumstances.

The Local's contribution will be equal to \$.01 per hour worked for each Bargaining Unit Member and FIAA will contribute \$.01 per hour worked for each Bargaining Unit Member.

Contributions made by both the local and the FIAA will be based upon a member's regular hours worked and excludes overtime.

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

This letter agreed to February 24, 2015 at Fredericton, New Brunswick.

  
Fredericton International Airport Authority

  
Public Service Alliance of Canada

**LETTER OF UNDERSTANDING # 7**

**SIGNING BONUS**

A one-time signing bonus for all permanent and seasonal employees in the amount of \$800 on date of signing.

This letter agreed to February 24, 2015 at Fredericton, New Brunswick.

  
Fredericton International Airport Authority

  
Public Service Alliance of Canada

**ANNEX "A"**  
**PESTICIDES STANDARD**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**

**PESTICIDES STANDARD**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY.**

Collective Agreement

This standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on February 24, 2015 between the Fredericton International Airport Authority (hereby referred to as "the FIAA") and the Public Service Alliance of Canada.

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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 FIAA Policy Statement on Pesticides

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

- (1) contract out all pesticide use to specialized firms that are certified or licensed in accordance with the provincial *Pest Control Act* and Regulations.
- (2) ensure that all pesticide applications are carried out in accordance with the provincial *Pest Control Act* and Regulations, or Canadian legislation, whichever affords employees the greatest measure of protection;
- (3) ensure that all pesticide applications are carried out when FIAA employees are not present;
- (4) reach all decisions related to pesticide application, posting and subsequent safe reentry 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, labeling, 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 FIAA 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 five-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 utilizes";
- (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 FIAA'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 FIAA 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 FIAA 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 FIAA, 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 FIAA 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 FIAA. Records shall be made available to an employee's physician upon request.

4.4 The FIAA 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.

**ANNEX "B"**  
**MOTOR VEHICLE OPERATIONS STANDARD**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY INC.**

**MOTOR VEHICLE OPERATIONS STANDARD**  
**FREDERICTON INTERNATIONAL AIRPORT AUTHORITY.**

Collective Agreement

This standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on February 24, 2015, between the Fredericton International Airport Authority (hereby referred to as "the FIAA") and the Public Service Alliance of Canada.

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Purpose

This standard outlines the requirements for the safe operation of motor vehicles owned or leased by the FIAA, 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 FIAA is responsible for:

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

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

2.1 The operation of an unsafe motor vehicle is prohibited. A motor vehicle is unsafe when any defects exist which, in the judgment of the responsible supervisor in consultation with a qualified motor vehicle mechanic, could contribute to an accident. A motor vehicle operator shall not be required to operate a mechanically unsafe vehicle or a vehicle loaded in a hazardous manner.

2.2 All motor vehicles, including emergency motor vehicles, shall be operated in a prudent manner and at speeds compatible with road, traffic, weather and visibility conditions, and in compliance with the appropriate federal, provincial, territorial or municipal laws.

### **3. Medical Examinations**

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

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 FIAA 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 FIAA 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 Investigator Recording and Reporting. Additionally, a Supervisor's accident investigation report is to be completed.

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

## **7. Servicing and Inspection**

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

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

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

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

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

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

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

## **10. Fire Prevention**

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

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

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

11.1 The following safety procedures and any other applicable procedures specified by the Fire Commissioner of Canada, or that office's authorized representative, shall be followed during the fuelling of motor vehicles:

- (1) motor vehicles are not to be fuelled indoors;
- (2) only a qualified person shall be permitted to fuel a motor vehicle;
- (3) open flame, spark producing devices or smoking are not to be allowed within 3m 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 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" Duties**

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:

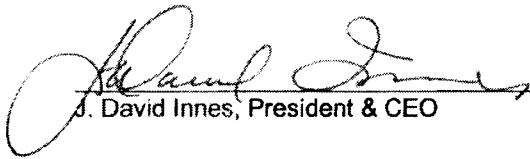
- (a) The employee shall raise the matter directly with the person in charge.
- (b) The person in charge shall review the employee's qualifications and decide upon the employee's status as a qualified person.
- (c) If the employee is dissatisfied with the decision, the matter shall be referred to the 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.

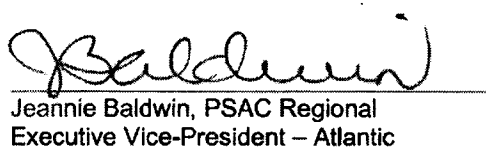
If the employee does not agree with the final decision which has been rendered, a grievance may be initiated pursuant to the Collective Agreement procedure.

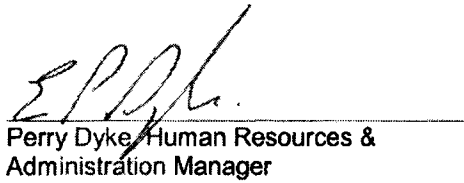
Signed this 24<sup>th</sup> day of February 2015.

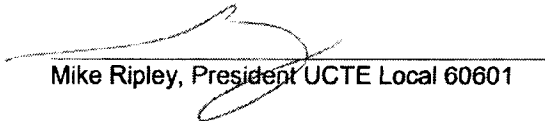
For: Fredericton International Airport  
Authority Inc.

For: Public Service Alliance of Canada

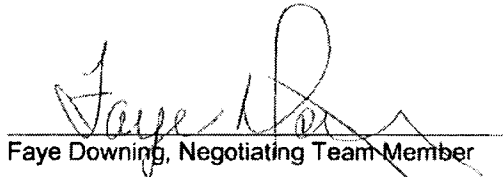
  
J. David Innes, President & CEO

  
Jeannie Baldwin, PSAC Regional  
Executive Vice-President – Atlantic

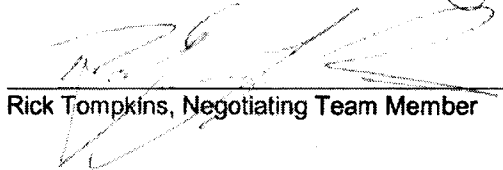
  
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