

**Greater Moncton International Airport  
Authority**

**and**

**Public Service Alliance of Canada  
Union of Canadian Transportation Employees  
(UCTE) local 60605**

# **Collective Agreement**

**1 January 2016 – 31 December 2020**

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**Article 1. PURPOSE AND SCOPE**

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

1.02 The Agreement is between the Alliance, Employees and the Employer.

1.03 Definitions

(a) "Alliance" means the Public Service Alliance of Canada (PSAC).

(b) "Employer" means the Greater Moncton International Airport Authority Inc. (GMIAA).

(c) "Employee" means person who is a member of the bargaining unit described in Article 3.

(d) "Spouse" means the person the Employee is legally married to or the Employee's common-law partner, as defined in section 206.3 of the *Canada Labour Code*, regardless of sex.

**Article 2. MANAGEMENT RIGHTS**

2.01 The Union agrees that it is the exclusive right of the Employer to manage its business and to direct its working forces except where these rights have been specifically modified by the terms of this agreement.

2.02 The rights set forth in this Article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, in good faith and without discrimination.

**Article 3. RECOGNITION**

3.01 The Employer recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all Employees of the Employer as described in the certificate issued by the Canada Industrial Relations Board dated November 4, 1997, as amended.

**Article 4. EMPLOYEE REPRESENTATIVES**

4.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select Employees as representatives. The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives.

4.02 A representative shall obtain the permission of the immediate supervisor before leaving the work area to investigate Employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the

representative shall report back to the immediate supervisor before resuming normal duties. Immediately upon entering a department, the representative shall advise the department supervisor that the purpose of the visit is union business. No more than one (1) representative at any one time shall investigate any single incident.

#### 4.03

- (a) The Employer will grant leave with pay to two (2) Employees during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance until the expiry date of the current collective agreement.
- (b) If requested by the Union, the Employer will grant leave without pay to one (1) additional Employee, during regular working hours, for purposes of attending contract negotiation meetings on behalf of the Alliance until the expiry date of the current collective agreement. The Union will reimburse the Employer for wages and benefits paid during such leaves of absence.

4.04 Subject to operational requirements, the Employer will grant leave with pay to designated Union representatives who are meeting with the Employer on behalf of the Alliance at scheduled Union Management meetings during such representatives' normally scheduled working hours.

4.05 Subject to operational requirements and with reasonable notice, the Employer shall grant leave without pay to a reasonable number of Employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business, including conventions, executive meetings, Canada Industrial Relations Board hearings and representative training courses.

4.06 The Employer shall allow new Employees at the time of their orientation, thirty (30) minutes to meet with a representative designated by the Union.

4.07 Any leave of absence with pay granted under this section to Employees elected or appointed to represent the Union for union business is provided the leave does not cause the Employer to have to pay overtime to the Employee.

### **Article 5. USE OF EMPLOYER FACILITIES**

5.01 Reasonable space on a bulletin board in a convenient location will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

5.02 A designated representative of the Alliance may be permitted access to the Employer's

premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer. Such permission shall not be unreasonably withheld.

5.03 The Employer agrees to provide, at no cost, with the use of a photocopier for the reasonable requirements of the local, at time convenient to the operational requirements of the Employer, a filing cabinet for its sole and exclusive use of an office equipped with a telephone, and use of the premises for general membership meetings at no cost to the Union. The Local shall be responsible for its long distance charges.

## **Article 6. CHECK-OFF**

6.01 All Employees who commence employment shall, as a condition of employment, become and remain members in good standing of the Union subject to Section 95 of the *Canada Labour Code*.

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

6.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each Employee.

6.04 For the purpose of applying article 6.02, deductions from pay for each Employee in respect of each calendar month will start with the first month of employment to the extent that earnings are available.

6.05 No prospective bargaining agent other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of Employees in the bargaining unit.

6.06 The amounts deducted in accordance with article 6.02 shall be remitted to the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

6.07 The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

6.08 This Article does not apply to any Employee who has established an entitlement to a religious exemption pursuant to the provisions of the *Canada Labour Code*.

6.09 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

**Article 7. INFORMATION**

7.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed Employees.

7.02 The Union agrees to supply each Employee with a copy of the Collective Agreement. The Employer will provide \$100 for printing of the Collective Agreement. The Union will provide the Employer with 20 copies of the Collective Agreement.

7.03 The Employer agrees to provide the President of the PSAC/UCTE Local with a copy of the Employer's organization chart and the Human Resource Policy Manual, as amended from time to time. Such information shall not be included in, nor form part of, the Collective Agreement.

7.04 Employees shall keep the Employer informed of their current residential address, telephone number and e-mail.

**Article 8. STRIKES AND LOCKOUTS**

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

8.02 Where an Employee expresses a concern for their safety in attempting to cross a picket line on the Employer's premises, the Employer will ensure safe access to the workplace.

8.03 The Employer shall not assign any Employee work normally performed by a tenant's employees who are lawfully on strike or locked out where the predominant purpose of the work assignment is to assist the tenant in the labour dispute.

8.04 If Employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the Employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such Employees are employed elsewhere so that they shall receive their regular pay and benefits to which they would normally be entitled.

8.05 If an Employee refuses to cross a picket line, the Employee shall not be paid for time not worked.

**Article 9. DISCRIMINATION**

9.01

(a) The parties acknowledge and affirm their obligations under the *Canadian Human Rights Act*, which prohibits discrimination by reason of race, national or ethnic origin, creed, language, color, religion, age, sex, marital status, family status, mental and physical disability, criminal

conviction for which a pardon has been granted, sexual orientation including gender identity and expression, political affiliation, or membership or activity in the union, in the absence of a bona fide occupational requirement as provided for by the *Canadian Human Rights Act*.

- (b) Accordingly, the provision of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- (c) In the event of a violation of this Article by one of the parties or an Employee, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the *Canadian Human Rights Act*.
- (d) Where an Employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the parties in respect of such complaint.
- (e) There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedures.
- (f) Discrimination by an Employee against a co-worker, a union member, an employee of another employer on the airport or against any person using the airport will be subject to discipline.

## **Article 10. HARASSMENT**

### **10.01**

- (a) The parties recognize the right of all persons to exist in an environment free from sexual harassment, personal harassment and abuse of authority. Any Employee guilty of sexual or personal harassment or abuse of authority will be subject to discipline.
- (b) Sexual harassment means any sexually offensive actions or behaviour which is unsolicited, one-sided and coercive. It includes, but is not limited to, any conduct, comment, gesture or contact of a sexual nature which does or is likely to cause offence or humiliation to any person or threatens the person's well-being. Sexual harassment includes any reasonable perception by a person that a condition of the person's ongoing employment or any opportunity for training or promotion is based on conditions of a sexual nature. Sexual harassment may be expressed in any number of ways, including:
  - (i) unnecessary touching or patting;
  - (ii) suggestive remarks or other verbal abuse;
  - (iii) demands for sexual favours;
  - (iv) leering or compromising invitations;
  - (v) physical assault; or
  - (vi) implied or actual threats to the person or the person's job.

- (c) Sexual harassment contains an element of coercion and the harasser's use of sex as a tool to control or abuse the other person.
- (d) Personal harassment includes any behaviour which takes place at or is related to the workplace, which denies an individual his or her dignity and respect or affects his or her job security by creating an intimidating, offensive, embarrassing or humiliating environment.
- (e) Discrimination means treating people differently, negatively or adversely because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, pregnancy, childbirth, marital status, family status, disability, conviction for which pardon has been granted, sexual orientation, including gender identity and expression, political affiliation, or membership or activity in the union, in the absence of a *bona fide* occupational requirement as provided for by the *Canadian Human Rights Act*.
- (f) Abuse of authority is a form of personal harassment that occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an Employee's job, undermine the performance of that job, threaten the economic livelihood of that Employee, or in any way interfere with, or influence, the career of the Employee. It includes intimidation, threats, blackmail or coercion.
- (g) At any stage in this procedure an Employee may seek the assistance and/or involvement of a union representative.

10.02 Complaint Procedure:

Any Employee who believes that he or she is a victim of sexual or personal harassment or discrimination may initiate a complaint as per the Employer's Respectful workplace policy.

10.03 If the complainant, the alleged harasser or any party is not satisfied with the resolution by the Director of Finance and Administration, the matter may be referred to a single arbitrator pursuant to this agreement. The request to proceed to arbitration shall be made in writing within 30 days of receipt of the final recommendations of the Director of Finance and Administration. The decision of the arbitrator shall be final and binding.

10.04 The complainant may file a complaint under the applicable human rights legislation.

**Article 11. DESIGNATED PAID HOLIDAYS**

11.01 Subject to article 11.02, the following days shall be designated paid holidays for Employees.

New Year's Day,  
Good Friday,  
Easter Monday,  
Victoria Day

Canada Day,  
New Brunswick Day,  
Labour Day,  
Thanksgiving Day,  
Remembrance Day,  
Christmas Day,  
Boxing Day,  
one additional day when proclaimed by an Act of Parliament as a national holiday or by the Legislature of New Brunswick as a Provincial holiday.

11.02 An Employee absent without pay (including absence while in receipt of LTD or WorkSafeNB benefits) on the working day both immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday unless the Employee is on union leave without pay under article 4.05.

11.03 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.

11.04 Shifted Holiday

(a) When a day designated as a holiday under article 11.01 coincides with an Employee's day of rest, the holiday shall be moved to his / her first regular day of work following the Employee's day of rest. This shall be deemed a shifted holiday.

(b) When two (2) days designated as holidays under article 11.01 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.

11.05 When a day designated as a holiday for an Employee is moved to another day under the provisions of article 11.04, 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.

11.06 When an Employee is required to report for work and reports on a designated holiday, the Employee shall be paid in accordance with the provisions of this Article or Article 29 Call-Back Pay, whichever is applicable.

11.07 Where operational requirements permit, the Employer shall not schedule an Employee to work both 25 December and 1 January in the same holiday season. Where practicable, an Employee who has worked 25 December the previous holiday season will be given preference to having 25 December off in the subsequent season.

11.08

(a) An Employee whose normal daily hours of work are 7.5 hours per day who works on a holiday or a shifted holiday under article 11.01 shall be paid at time and one half (1 ½ times regular rate), for the first four (4) hours worked and double time thereafter, in addition to the pay that the Employee would have been granted had he/she not worked on the holiday.

With respect to such hours worked at premium rates, Employees may elect on the time management system either to be paid for those hours or to receive compensatory leave. Alternatively, Employees may elect to be paid for straight time and to receive only the premium portion of their pay as compensatory leave.

- (b) Any other Employee who works on a holiday or a shifted holiday under article 11.01 shall be paid at time and one half (1 ½ times regular rate), for all hours worked up to the regular daily scheduled hours of work and double time thereafter, in addition to the pay that the Employee would have been granted had he/she not worked on the holiday. With respect to such hours worked at premium rates, Employees may elect on the time management system either to be paid for those hours or to receive compensatory leave. Alternatively, Employees may elect to be paid for straight time and to receive only the premium portion of their pay as compensatory leave.
- (c) An Employee is expected to use his/her banked compensatory leave credits in the calendar year it is earned. The Employer shall make every reasonable effort to respond to a minimum of two requests by an Employee to use their compensatory leave in a manner acceptable to the Employee. Where the Employer is unable to grant the Employee's request during the calendar year, or where the holiday occurs in the last quarter, the Employer will either pay out the outstanding balance or carry forward the balance to the next calendar year.
- (d) Subject to operational requirements, an Employee will be granted compensatory leave with five (5) days' notice. In individual circumstances, the Employer may waive the five (5) days' notice.

## **Article 12. OTHER LEAVE WITH OR WITHOUT PAY**

### **12.01 Bereavement Leave with Pay.**

- (a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, foster parent, Spouse, child (including child of common-law Spouse), stepchild or ward of the Employee, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, and relative permanently residing in the Employee's household or with whom the Employee permanently resides.
- (b) When a member of the Employee's immediate family dies, an Employee shall be entitled to a bereavement period of four (4) consecutive calendar days inclusive of the day of the funeral. During such period the Employee shall be paid for those days which are not regularly scheduled days of rest for the Employee. The Employee may, at the Employer's discretion, be granted up to three (3) days' travel leave with pay to attend the funeral where distances so warrant.
- (c) An Employee is entitled to one (1) day's bereavement leave in the event of his or her brother-in-law or sister-in-law.
- (d) If, during a period of scheduled vacation or compensatory leave, an Employee is bereaved

under this clause, the Employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.

- (e) On request, the Director of Finance and Administration may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

#### 12.02 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) The extension described in paragraph b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an Employee to submit a medical certificate certifying pregnancy.
- (e) An Employee who has not commenced maternity leave without pay may elect to:
  - i. Use earned vacation and compensatory leave without pay 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.
- (f) An Employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this article shall be counted for the calculation of "continuous

employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

### 12.03 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 Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and
- iii. Has signed an agreement with the Employer stating that:
  - (A) She will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) Following her return to work, as described by Paragraph (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 Paragraph (A), or should she return to work but fail to work for the total period specified in Paragraph (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 Paragraph (B), or having become disabled she will be indebted to the Employer for an amount as follows:

$(\text{Amount of allowance received}) \times [(\text{Period remaining to be worked to satisfy (B) above}) \div (\text{Total period specified in (B) above})]$

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 paragraph (B) above.

(b) For the purposes of 12.03 (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 Paragraph (a)(iii)(B), without activating the recovery provisions described in Paragraph (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 12.03 (c) (i) will be estimated and advanced to the Employee. Adjustments will be made once the Employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an Employee is entitled is limited to that provided in paragraph (c) and an Employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- i. For a full-time Employee, the Employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
  - ii. (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 12.03 (f) (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 12.03 (g), and subject to 12.03 (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.

12.04 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 Employer as 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 Employer may:

- i. defer the commencement of parental leave without pay at the request of the Employee;
- ii. grant the Employee parental leave without pay with less than four (4) weeks' notice;
- iii. require an Employee to submit a birth certificate or proof of adoption of the child.

- (f) Parental leave without pay taken by a couple employed by the Employer shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this article shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

**12.05 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 Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and
  - iii. has signed an agreement with the Employer stating that:
    - (A) the Employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
    - (B) following his or her return to work, as described in Paragraph (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 Article 12.03(a)(iii)(B), if applicable.
    - (C) Should he or she fail to return to work in accordance with Paragraph (A) or should he or she return to work but fail to work the total period specified in Paragraph (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 Paragraph (B), or having become disabled he or she will be indebted to the Employer for an amount determined as follows:

$$\text{(Amount of allowance received)} \times [(\text{Period remaining to be worked to satisfy (B) above}) \div (\text{Total period specified in (B) above})]$$

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 Paragraph (B).

- (b) For the purpose of 12.05 (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 12.05 (a)(iii)(B), without activating the recovery provisions described in 12.05 (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 benefits which the Employee receives under Subsection 12(7) of the *Employment Insurance Act*.
- (d) At the Employee's request, the payment referred to in 12.05 (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 12.05 (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 12.05 (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an Employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the Employee was being paid on that day.
- (i) Where an Employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental Allowance payments made under the SUB Plan will neither reduce nor increase an Employee's deferred remuneration or severance pay.

12.06 Unpaid parental leave and maternity leave utilized by an Employee-couple subsequent to the birth of their child, or unpaid adoption leave utilized by an Employee-couple in conjunction with the adoption of a child, shall not exceed a total of fifty-two (52) weeks for both Employees combined.

12.07 Maternity leave, parental leave and adoption leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement.

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

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

12.10 An Employee who takes leave for maternity, parental, or adoption purposes, upon written request, shall be informed by the Employer in writing of every posted promotional or training opportunities which arises during such leave and for which the Employee is qualified.

12.11 Leave without Pay for the Care and Nurturing of Dependent Children or Parent

An Employee shall be granted leave without pay for the personal care and nurturing of the Employee's dependent children or parent in accordance with the following conditions:

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

- (b) leave shall be granted under this article once per child for a minimum period of six (6) weeks and for a maximum period of two (2) years, with a lifetime maximum of five (5) years;
- (c) leave shall be granted under this article for a parent for a minimum period of six (6) weeks consecutive and for a lifetime maximum period of five (5) years for each Employee;
- (d) where the Employee returns from a leave of up to one (1) year, the Employer will return the Employee to the same position at the same classification and level which the Employee held prior to the leave provided the position exists. In any event, the Employee shall be reinstated to a comparable position with the same wages and benefits;
- (e) where the Employee returns from a leave of more than one (1) year and the Employee's previous position has not been filled on a permanent basis or eliminated, the Employer will return the Employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the Employee to a vacant position, when available, for which the Employee is qualified. An Employee who accepts a lower position shall be provided the opportunity to return to their previous position when a permanent vacancy occurs. An Employee who declines a reassignment shall be deemed to have abandoned his or her position. Where no reassignment is made after two (2) years from the expiry date of the Employee's leave, the employment of the Employee shall be terminated and the Employee shall be paid severance pay;
- (f) Leave granted under this article 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. as employment for the purposes of calculation of severance pay.
- (g) Leave granted under this article shall be scheduled in a manner which insures continuous service delivery.

#### 12.12 Leave with pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as Spouse (as per the definition in Article 1.03 of this collective agreement), children (including children of legal or common-law Spouse), parents (including step-parents or foster parents) or any relative permanently residing in the Employee's household.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - i. up to one (1) day for an appointment when the dependent family member is incapable of attending the appointments himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An Employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family

members to minimize his or her absence from work. An Employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;

- ii. up to five (5) consecutive days of leave with pay to provide for the temporary care of a sick member of the Employee's family.
- iii. one (1) day's leave with pay for needs directly related to the birth or to the adoption of the Employee's child. This leave may be divided into two (2) periods and granted on separate days;
- iv. up to five (5) consecutive days of leave with pay for the purpose of getting married or formalizing a spousal union.

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

#### 12.13 Court Leave

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

- (a) for jury selection or duty;
- (b) 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, except where the Employee is a principal or is called as a witness on his or her own behalf.

#### 12.14 Injury-on-duty Leave

An Employee shall be granted injury-on-duty leave with pay for a reasonable period when a Worker's Compensation claim has been approved by the Workplace Health, Safety and Compensation Commission, and the Employee agrees to remit to the Employer any amount received by him or her from the worker's compensation board in respect of such claim. When a claim exceeds six (6) months and the Employee's return to work date is indeterminate, the Employer may arrange for the worker's compensation board to directly compensate the Employee.

#### 12.15 Education Leave

- (a) The Employer shall grant education leave with pay during an Employee's normally scheduled hours for the purpose of taking any courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.

- (b) The Employer recognizes that generally there is a mutual benefit to be derived from Employees who seek to improve their educational qualifications. The Employer agrees to reimburse Employees the cost of tuition fees for those Employees who successfully complete a course of study pre-approved by the Employer and provided by a recognized educational institution outside their normal hours of work. The Employer further agrees to provide the Employee time off with pay to write exams during their normal working hours.
- (c) An Employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which the Employer agrees will enhance the Employee's present role or provide a required service in the future.

#### 12.16 Personnel Selection Leave

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

#### 12.17 Religious Holy Days

The Employer recognizes that the make-up of its workforce includes Employees of various religious beliefs. The Employer agrees to allow an Employee time-off with pay on religious holidays provided the Employee is prepared to make-up his time off outside his/her normal hours of work.

Employees may exchange one of the Designated Holidays listed in Article 11 or utilize earned compensatory leave, vacation leave or leave without pay for a requested day off with pay under this clause. The Employee shall give the Employer four (4) weeks written notice.

#### 12.18 Leave with or Without Pay for Other Reasons

Subject to operational requirements, the Employer may grant:

- (a) Leave with pay when circumstances not directly attributable to the Employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld.
- (b) Leave with or without pay for purposes in addition to or other than those specified in the agreement.

Leave without pay for periods greater than three (3) months shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

#### 12.19 Medical Appointment for Pregnant Employees

The Employer shall grant pregnant Employees:

- (a) Up to one-half (1/2) day leave with pay for the purpose of attending up to ten (10) routine medical appointments;
- (b) If the Employee requires further medical appointments relating to the pregnancy, such absences shall be charged to her sick leave.

#### 12.20 Compassionate Care Leave

See *Canada Labour Code*, section 206.3 as of the date of this agreement.

#### 12.21 Income averaged leave

The Employer may grant paid leave for a period of between 4 weeks and 12 weeks to a full-time Employee in accordance with the following arrangements.

- (a) The Employee taking the leave must request the leave in writing by 1 November of the year preceding the leave. Such request shall be for complete calendar weeks of leave, and shall specify the start and end dates of the requested leave.
- (b) If the leave is approved, the Employee's hourly wage rate throughout the 52 weeks commencing with the start of the first pay period in the calendar year of the leave ("Leave Year") will be prorated according to the proportion of the Leave Year being taken as leave. The Employee's prorated wage will continue to be paid with respect to the Employee's normal (non-overtime) schedule during the period of paid leave.
- (c) Pension and benefit coverage, as well as premiums or contributions, will continue as if the Employee had continued in active employment throughout the leave. The Employee is responsible for their share of pension and benefit contributions. No vacation or sick leave credits will be earned during the period of leave without pay.
- (d) If the Employee ceases to be employed during the calendar year of the leave before the leave has been taken or if the leave request is cancelled, the Employee will be reimbursed for the amount by which his or her pay was reduced in that Leave Year.
- (e) If the Employee ceases to be employed during the calendar year of the leave either during the leave or after the leave has been taken, the Employee must reimburse the Employer for any amount received as paid leave which the Employer has not yet accrued through income averaging. This will normally be done through an adjustment to the Employee's last pay. Employees requesting Income Averaging Leave will be asked to sign an acknowledgement of this obligation before the leave is granted.
- (f) Approval of Income Averaged Leave is subject to operational requirements and will be

administered in a manner that is equitable.

- (g) A leave request may be cancelled on one month's notice in writing unless there is an emergency or other serious and unforeseeable circumstance that prevents the Employee from taking the leave.

**Article 13. SHORT TERM SICK LEAVE PROGRAM**

**13.01**

- (a) An Employee shall earn leave credits at the rate of one and one quarter (1 ¼) days for each calendar month for which the Employee received pay for at least ten (10) days, or seven (7) shifts for those working on an extended work schedule.
- (b) Shift workers shall earn additional sick leave credits at the rate of one sixth (1\6) of a day for each calendar month during which the Employee works shifts and the Employee receives pay for at least ten (10) days (or seven (7) shifts for Employees working on an extended work schedule). Such credits shall not be carried over in the next fiscal year and are available only if the Employee has already used fifteen (15) sick leave credits during the current fiscal year.

13.02 An Employee shall be granted sick leave with pay, at 100% of the Employees normal rate of pay, when he/she is unable to perform his/her duties because of illness or injury provided that:

- (a) He/she satisfies the Employer of this condition in such a manner and such time as may be determined by the Employer.
- (b) He/she has the necessary sick leave credits.

13.03 When an Employee has insufficient credits to cover the granting of sick leave with pay under article 13.02, sick leave to a maximum of fifteen (15) days with pay may be advanced to an Employee. The Employer shall not unreasonably deny the advance of these sick leave credits, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

13.04 Every Employee who may be absent from duty on account of sickness shall notify his/her immediate supervisor, on a timely basis.

The Employer may require a medical certificate or a written statement from the Employee as evidence of sickness for periods over five (5) working days or over three (3) consecutive shifts for those Employees working an extended work schedule. While respecting doctor-patient confidentiality the Employer may further require reports from the Employee's physicians from time to time, or reports from physicians designated by the Employer. The Employer will bear the costs of medical reports provided by Employer designated physicians. Where there are grounds to question an Employee's claims of sick leave, medical certificates may be required for

absences of any duration.

**13.05 Return of Credits When Injury on Duty is Approved**

Where 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.

**13.06 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 Employer or reinstated for use at a later date.

13.07 An Employee is not eligible for sick leave with pay during any period in which the Employee is on leave of absence without pay or under suspension.

**Article 14. LAYOFF/RECALL AND SEVERANCE PAY**

**14.01 Notice of Layoff**

In the event of a work force reduction, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the work force reduction, the location and the number of Employees affected.

14.02 Employees subject to layoff will be advised no less than ninety (90) days prior to the date of layoff.

14.03 A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a work force reduction and to consult on reassignment within the bargaining unit and on the application of this Article. This committee shall meet during the thirty (30) days following the notice prescribed in article 14.01 and, where necessary, during the ninety (90) days' notice prescribed in article 14.02.

**14.04 Voluntary Severance**

Prior to implementing lay-offs, the Employer will consider offering Employees voluntary severance in accordance with article 14.16, if:

- (a) the Employee waives the right to recall; and,
- (b) the Employee volunteering to be laid off can in the Employer's judgement be spared and the voluntary severance would avoid the lay-off of another Employee.

The Employer may offer voluntary early retirement or a separation incentive ("lump sum" buy

out for voluntary layoff) to any Employee. Where the Employer meets with an Employee to advise them of such opportunities, the Employee may request and be represented by an Alliance representative.

14.05

- (a) Employees subject to lay-off shall, during the ninety (90) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and such additional leave with pay as the Employer considers reasonable for related travel.
- (b) Employees laid off will also be provided with a job search assistance program and counseling services co-ordinated by the Employer.

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

- (a) accepting layoff and retaining the right of recall for up to one (1) year; or
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay outlined below; or
- (c) displacing an Employee with less service in any equivalent or lower rated position, providing such Employee has the ability and qualifications to perform the job or that the Employee can establish that he or she has the ability to perform the job. The Employee will be provided a period not exceeding ninety (90) days for training to become qualified. The Employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another Employee.

The above two (2) week notice shall be appropriately extended in the case of an Employee who is on vacation. The ninety (90) day training period referred to in this Article shall be extended up to thirty (30) additional days where circumstances warrant.

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

14.08 Employees affected by the reduction who are appointed to a lower rated position pursuant to article 14.06 shall have their rate established in accordance with the provisions of this Agreement.

14.09 The Employer shall review the use of temporary and term Employees and, where applicable, shall not renew the employment of such Employees if qualified surplus Employees or laid-off persons can satisfactorily perform the work.

14.10 In the event of a layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. Employees are required to utilize accumulated lieu and compensatory leave during this period if the unforeseen emergency lasts longer than five (5) calendar days. For unforeseen emergencies of five (5) calendar days or less Employees will be granted leave with pay.

14.11 Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the one hundred and twenty (120) day period in article 14.01 for on which the Employee is qualified to perform the work or could qualify within a three (3) month training period. The staffing provisions of this Agreement will not apply in these circumstances.

14.12 In the event of a temporary layoff of twenty-six (26) weeks or less, the provisions of clauses 14.01-14.11 shall not apply. In the event of a temporary layoff, the Employer shall provide the Employee(s) with one (1) week's notice or, at the Employer's option, one (1) week's pay in lieu of notice. The notice will contain the date of the temporary layoff and the anticipated date of return.

14.13 Employee Status While on Temporary Layoff

An Employee subject to temporary layoff shall be considered as being on leave of absence, subject to the following SUB Plan. An Employee who provides the Employer with proof that the Employee has applied for and is in receipt of Employment Insurance benefits shall be paid Supplementary Unemployment benefits as follows:

- (a) for the first two (2) weeks, where an Employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, payment equivalent to ninety-three (93%) percent of the Employee's weekly rate of pay; and
- (b) for up to a maximum of an additional twenty-four (24) weeks, payment equivalent to the difference between the Employment Insurance benefit the Employee is eligible to receive and ninety-three (93%) percent of the Employee's weekly rate of pay.
- (c) for a full-time Employee, the weekly rate of pay shall be the weekly rate of pay to which the Employee is entitled on the day immediately preceding the commencement of the layoff.
- (d) where an Employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the Employee was in receipt of supplemental unemployment benefits, the payments shall be adjusted accordingly.
- (e) time spent on temporary layoff shall be counted as continuous employment for all purposes including pension. Provided that Employees shall not accumulate vacation leave credits while on temporary layoff.
- (f) The Employer/Employee shall continue to pay their respective share of premiums (if any) for medical or dental coverage or pension contribution.
- (g) Employees will not be required to liquidate either vacation or compensatory leave periods/credits to cover any part of a temporary layoff.

#### 14.14 Recall

- (a) Employees who have been indefinitely laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of two (2) calendar years from the date of layoff. Upon expiry of the recall period, an Employee shall receive severance pay if he or she has not been recalled.
- (b) An Employee who is laid off shall have the right of recall for a period of two (2) years for any vacant or newly created bargaining unit position for which the Employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

#### 14.15 Severance for Transferred Employees

The service of Employees who transferred from the Federal Government on September 1, 1997 to the Greater Moncton International Airport Authority (GMIAA) shall be included in the service to GMIAA.

#### 14.16 Severance

All Employees of GMIAA shall receive severance benefits calculated as follows:

##### (a) Layoff

Severance is calculated as two (2) weeks' pay for the first completed year of continuous service and one (1) weeks' pay for each subsequent year thereafter (or part thereof) of continuous service to a maximum of thirty (30) weeks' pay.

##### (b) Incapacity

When an Employee has completed more than one (1) year of continuous service and ceases to be employed by reasons of incapacity, he or she is entitled to severance calculated as per (a) above.

##### (c) Retirement

When an Employee retires from the GMIAA at age 55 or over, he or she is entitled to severance calculated as per (a) above.

##### (d) Death

In the event of the death of an Employee, there shall be paid to the Employee's estate a payment of severance calculated as per (a) above.

14.17 In the event of layoff, an Employee shall be continued to be covered by the Extended Health and Dental Plans for the lesser period of six (6) months, accepting severance pay, or

obtaining alternate employment.

**Article 15. HEALTH CARE ALLOWANCE**

15.01 A Health Care Allowance of \$50.00 will be paid to each full time Employee on a monthly basis. Effective 1 January 2017 this amount shall be increased to \$60.00, and effective 1 January 2019 it shall be further increased to \$70.00.

15.02 This allowance may be adjusted upwards following consultation in accordance with Article 38.

**Article 16. LOSS OF SERVICE**

16.01 Service and employment will be terminated when an Employee either:

- (a) resigns or retires;
- (b) is laid off and terminates employment under the provisions of Article 14;
- (c) is discharged for just cause; or
- (d) abandons his or her position by failing to report for duty for five (5) consecutive days unless the Employee provides an explanation for his or her absence which is satisfactory to the Employer.

**Article 17. WASH-UP TIME**

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

**Article 18. PAY ADMINISTRATION**

18.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in Appendix C.

18.02 Upon initial appointment, an Employee shall be paid the hourly rate prescribed for the position, except that the hourly rate for newly-hired Employees (not seasonal Employees who worked last season and are re-hired) shall be reduced by 5% until the first anniversary of hire and by 2.5% until the second anniversary of hire. These reductions shall not apply to newly-hired licensed tradespersons employed in their trade.

18.03 An Employee appointed or reclassified to a higher rated position shall be paid the hourly rate prescribed for the position.

18.04

- (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 his or her current position, shall receive negotiated salary increases on the same basis as if he or she 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 his or her prior position and for which the Employee has the requisite skills and abilities shall continue to receive their former rate of pay and shall not receive negotiated salary increases until the rate for the position, with increases, exceeds the protected rate.
- (c) An Employee who is demoted shall receive the lesser of his or her current rate of pay or the rate of the new position.

18.05 Article 18.04 does not apply to an Employee who obtains a position through the posting procedure which is rated lower than his or her current position. Such an Employee shall receive the rate for the new position even if it is lower than the current position.

18.06

- (a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit he or she shall receive the lesser of his or her current salary and the wage rate for the bargaining unit position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit Employee.
- (b) The Employer may appoint an Employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, after conducting a competition, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

18.07 Pay Administration

When an Employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity and performs those duties for at least one-half (1/2) of a regularly scheduled shift, the Employee shall be paid acting pay calculated from the time when he or she commenced to act to the end of the shift.

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

18.09 It is understood by the parties that there shall be no pyramiding of premiums under this Agreement.

18.10 An Employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

#### **Article 19. TRAVELLING TIME**

19.01 Where the Employer requires an Employee to travel outside forty-five (45) kilometres of the Greater Moncton area on:

- (a) a day of rest, time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of regular scheduled hours of work pay;
- (b) a designated holiday, time spent in travel shall be considered time worked, and shall be paid at overtime rates to a maximum of regular scheduled hours of work at straight time pay;
- (c) a normal working day on which the Employee works and travels, the Employee will be paid:
  - i. his/her regular pay for the day, and
  - ii. pay for travel outside of the normal hours of work to a maximum of two (2) hours straight time pay.

19.02 Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the Employee is required to attend by the Employer.

19.03 The Employer will reimburse Employees' Treasury Board rates for expenses incurred travelling on Company business.

#### **Article 20. SUSPENSION AND DISCIPLINE**

20.01 An Employee may be disciplined for just cause. Just cause shall include unsatisfactory work performance. When an Employee is suspended from duty, or discharged, the Employer undertakes to notify the Employee in writing by courier, Registered Mail, e-mail, in hand delivery or other personal service of the reason within a three-day period.

An Employee shall be deemed suspended with pay when the written notice is delivered.

20.02 The Employer shall notify the President of the PSAC/UCTE Local, or his or her designee, that such suspension, or discharge, has occurred, preferably at the time but in any case no later than forty-eight (48) hours after the suspension or discharge.

20.03 An Employee shall be made aware of all disciplinary reports that have been placed on

the Employee's file and shall receive a copy of the report.

20.04 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an Employee shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken.

20.05 The Employee shall be advised of his or her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit Employees to investigate alleged misconduct of the Employee. In the event the Employee elects to have Union representation, he or she will be allowed to meet with a Union representative prior to the disciplinary meeting. The Employee will receive a minimum of one day's notice including reasons of a disciplinary meeting.

20.06 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 suspended until a union representative is able to attend the meeting.

## **Article 21. EMPLOYEE PERFORMANCE REVIEW**

21.01 The purpose of an Employee performance review is to discuss with the Employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and will include discussions of strengths and opportunity areas for improved performance. Should the Employee not meet reasonable standards of performance expected of him/her, their performance will be discussed and recommendations made to improve performance, with periodic reviews between the Employee and the immediate supervisor taking place on a follow-up basis. In cases where an Employee has worked on several projects, the principle supervisor will ensure input is received from the relevant supervisors to form part of the Employee's performance appraisal.

21.02 When a formal assessment of an Employee's performance is made, the Employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be considered as an indication only that its contents have been read and shall not indicate the Employee's concurrence with the statements contained on the form.

21.03 Prior to an Employee performance review, the Employee shall be given:

- (a) the evaluation form which will be used for the review;
- (b) any written document which provides instructions to the person conducting the review.

If during the Employee performance review, either the form or instructions are changed, they shall be given to the Employee.

21.04 An Employee has the right to make written comments to be attached to the

performance review form.

21.05 The Employer shall maintain one (1) Personnel File for each Employee. There shall be no disciplinary report or other document relating to an Employee's conduct or performance placed on that file unless a copy of the report or document has been given to the Employee in accordance with Article 20.

21.06 Upon written request of an Employee, the personnel file of that Employee shall be made available at reasonable intervals for his/her examination in the presence of an authorized representative of the Employer. Upon written request, an Employee will be given a copy of his/her personnel file.

## **Article 22. HEALTH AND SAFETY**

### **22.01**

- (a) Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the *Canada Labour Code* and its regulations. In additions safe practice regulations may be developed and issued by the Employer, upon consultation with the Union representatives. The Union may also make recommendations to the Employer on safe practice regulations other than those in the *Canada Labour Code* provisions.
- (b) Any right or benefit not stipulated in this Article and conferred on the Employee by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace in an integral part of this Article
- (c) The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of Employees. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.
- (d) When a pregnant Employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the Employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement.
- (e) It is agreed that the Employer will assume the costs of any training made mandatory by the Employer or by law. The parties will review such training requirements periodically in the Union-Management Committee.

22.02 Duties which are identified in legislation applicable to the Airport as requiring mandatory trade qualifications for their performance will be assigned to and performed by

Employees who possess the required qualifications.

**22.03 Firefighter fitness**

- (a) The parties agree that firefighters should maintain a high level of physical fitness.
- (b) The parties will establish a joint union/management committee with equal representation to establish, and agree to, a training and fitness program which will be reflective of the type of activities required of a firefighter in the execution of his/her duties.
- (c) Firefighters shall comply with the program.
- (d) The committee will be provided with adequate time and resources to complete the tasks outlined above.
- (e) Operating conditions permitting, the firefighters will be granted one (1) hour of fitness training per shift during their regular work hours.

**Article 23. STAFFING PROCEDURE**

23.01 The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit.

23.02 The postings shall be for a minimum of ten (10) calendar days. The closing date shall be identified on all posters.

23.03 The posting shall contain the following information:

- (a) The requirements of the position to be filled and the salary for the position.
- (b) The key qualifications applicable to the position including the education, knowledge, abilities, skills, certifications and/or licenses, and experience required of the position to be filled.

The Employer may consider an applicant with relevant experience in lieu of the educational requirements where the educational qualification is not a mandatory requirement for the position.

- (c) Such qualifications will not be established in an arbitrary or discriminatory manner.

23.04 A copy of the poster shall be forwarded to the Union prior to the posting.

23.05

- (a) The selection committee shall interview all candidates in the bargaining unit who meet the posted requirements for the position. The candidates shall be advised within one (1) week

after the selection decision is made and the name of the successful candidate will be posted.

- (b) Where only seasonal Employees are being considered for a full-time position in their current classification, interviews shall be waived and the position awarded to the most senior Employee.

23.06 The Employer will consider the skill, ability, qualifications and seniority of the applicants for the job and, where their skill, ability, qualifications are relatively equal, the most senior will be selected.

23.07 All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition. The candidate shall be entitled to review, together with their representative if so requested, all information pertaining to their performance and qualifications with respect to the competition.

23.08 The Employer is entitled to seek and consider applications from outside the bargaining unit where there are no qualified internal candidates.

23.09 Where none of the candidates are suitable or do not meet the qualifications for the posted position, the Employer may cancel the posting, or re-post the position.

23.10 For certain positions the Employer may with the concurrence of the Union establish an eligibility list by pre-posting positions and selecting candidates in advance. An eligibility list shall not exist for a period exceeding twelve (12) months.

23.11 The Employer is not required to post under this Article in the following circumstances:

- (a) temporary vacancies of 120 days or less or except in cases of the temporary absence from work of a member of the bargaining unit; or,
- (b) temporary vacancies of 120 days or less to fill a vacancy created by a temporary absence from work in which case bargaining unit members employed at a lower rate of pay shall be granted priority on an equitable basis provided such Employees are immediately capable of performing the position and are employed with the department. The vacancy thereby created will in such cases not be subject to this Article; or,
- (c) reassignments into permanent vacancies for the purpose of training or career development provided that no reassignment of any Employee shall exceed 120 days in total in any position and that the vacancy shall be posted within nine (9) months; or,
- (d) reassignment within the same classification and level; or
- (e) reassignment of a disabled person employed by the Employer.

It is not the intent of clauses 23.11 (a), (b), (c) above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

23.12

- (a) All temporary vacancies known to be greater than 120 days duration will be posted. The posting notice will be for a minimum of five (5) calendar days and shall not exceed ten (10) calendar days. The poster shall state the duration of the appointment if known at that time. When the incumbent Employee returns to the position where the temporary vacancy was posted and filled, the Employee appointed to the temporary vacancy shall return to their former position.
- (b) Clauses 23.01 and 23.12 will also apply to acting assignments which exceed six months.

23.13 The Employer shall consult with the Union in complying with Employment Equity legislation.

23.14 Employees may, prior to commencing a leave of absence of eight (8) weeks or less, file an intention to bid on up to two (2) potential posting. The Employee shall only be awarded the posting if available for the selection process and able to return to work at the end of the leave period.

23.15 The Employer's obligations under this Article shall be exercised without discrimination.

23.16 Trial Periods

- (a) All promotions into permanent positions are subject to a trial period as defined by the respective Job Posting.
- (b) Conditional upon satisfactory performance, an Employee shall be declared permanent after the trial period.
- (c) During the trial period, if the applicant proves to be unsatisfactory in the new position, the Employee shall be returned to either their former position, or an equivalent 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.
- (d) Any Employee who is promoted will have fourteen (14) calendar days effectively worked in the position to revert to their former position.
- (e) All voluntary transfers are subject to a trial period as agreed to at the time of the transfer. Employees voluntarily transferred will have fourteen (14) calendar days effectively worked in the position to revert to their former position.

## Article 24. GRIEVANCE AND ARBITRATION PROCEDURE

### 24.01

- (a) The Employer and the Union agree that discussions should occur between Employees, the Union representatives and Employer representatives, when problems or differences arise, in an attempt to resolve problems or differences.
- (b) If a difference arises between the Employer and the Union, or between the Employer and one or more Employees, the difference must be settled without stoppage of work or lock-out by way of one of the following procedures of settlement. Grievances must have the approval and support of the bargaining agent.
- (c) 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 Grievance Step 1, 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.
- (d) If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- (e) Employee(s) shall have the right to be represented at any step of the grievance procedure.
- (f) The Employee(s) and the Union representative shall be given leave with pay to attend all proceedings in the grievance procedure. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

### 24.02 Grievance Procedure

#### STEP 1

- (a) Within ten (10) days of the Employee(s) becoming aware of the matter giving rise to the grievance, the Union, or the Employee with Union endorsement, may submit a written grievance to the manager responsible for the Employee. The grievance shall specify the following information:
  - i. the nature of the grievance and the background circumstances;
  - ii. the remedy or correction required; and
  - iii. the section(s) of the agreement claimed to have been infringed.
- (b) Within ten (10) days of the receipt of the grievance, the Employer, Employee and union representative shall meet in an attempt to resolve the grievance. The Employer shall provide

a written response within five (5) days of such a meeting to the Employee(s) and the Union representative.

- (c) Any grievance settled at Step One shall be deemed to be resolved without prejudice to the positions of either party in any future similar case and shall not constitute a precedent.

## STEP 2

- (a) Individual grievances: If a satisfactory settlement has not been obtained under the grievance, the Union representative may, within ten (10) working days of the receipt of the Employer's decision under the Grievance Step 1, transmit the written grievance to the designated Employer representative, with a copy to Human Resources.
- (b) Policy grievances: Within twenty-five (25) days of becoming aware of a matter giving rise to a policy grievance, the Union may submit a policy grievance in writing, including the redress requested, to the Employer, without the necessity of complying with Step 1.
- (c) Exceptional grievances: A grievance initiated by the Employer, or a grievance initiated by the Union, or an individual grievance involving the termination of employment, discrimination or sexual harassment, shall be initiated at Step 2.
- (d) The designated Employer representative shall convene a meeting with the union representative and, where applicable, the Employee, and then render a decision within ten (10) working days of the receipt of the grievance.

## STEP 3:

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

## **Article 25.      **ARBITRATION****

### **25.01**

- (a) If the parties do not settle the grievance, the Union, by written notice to the Employer, may refer the dispute to an impartial single arbitrator. Notice of intent to arbitrate must be given within the prescribed time period. Any grievance not advanced within the required time-limit is deemed to be forfeited and abandoned. The time-limit may be extended by mutual agreement of the Employer and the Union in writing, in which case the new date shall prevail.
- (b) The written notice must contain the names of at least three persons who would be acceptable to act as a single arbitrator

**25.02** 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.

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

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

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

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

25.07 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) 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
- (f) Such decisions from the expedited format shall be final and binding upon the parties.

## **Article 26. EMPLOYEE STATUS**

### **26.01 Probationary Employees**

Any Employee entering service with the Employer shall be a probationary Employee for a period of six (6) months, except an Employee hired as a firefighter, who due to operational requirements has been unable to obtain the necessary certification, a further six months may be extended up to a maximum of twelve (12) months to allow for certification to be completed. Except where otherwise provided, all provisions of this Agreement will apply to probationary Employees. A probationary Employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration unless it relates to an allegation of theft, fraud, or harassment. The grievance may be processed at Stage 2 of the grievance procedure. A probationary Employee shall have a performance evaluation standard measure completed in accordance with Article 21 at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period, an Employee's seniority shall be established from first day of employment.

### **26.02 Seasonal Employees**

A seasonal Employee is an Employee hired for seasonal work. A seasonal Employee:

- (a) has scheduled hours of work which are annually less than those established for full-time Employees in the Hours of Work Article 27; and
- (b) is paid bi-weekly on the basis of their established average weekly work hours; and
- (c) is paid at straight-time rate of pay for work performed up to the normal daily or weekly hours specified for full-time Employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and
- (d) shall not be scheduled to work outside of the established department working hours unless the union and the Employer agree otherwise, or overtime is paid; and
- (e) when working compressed hours shall have their hours of work reconciled after each 56-days shift cycle for the determination of overtime compensation. All hours worked beyond the normal hours (37.5 hours per week averaged) or on a daily basis (i.e.: in excess of normal compressed daily hours) shall be compensated at the appropriate overtime rate; and
- (f) will be eligible to participate in the benefit plans during the time they are employed by Employer. During the period of time which they are not actively in the employ of the Employer, seasonal Employees will be able to participate in all benefit plans with the exception of Long Term Disability and Accidental Death and Dismemberment providing they pay the cost of all premiums; and
- (g) is covered by all provisions of this Agreement except, as modified in this Collective Agreement; and

- (h) Subject to operational requirements, will be recalled by the Employer in order of seniority. Seasonal Employees will be notified for recall no later than three (3) months prior to the commencement of seasonal work; and
- (i) If not recalled because of a change in operational requirements, will be covered by all of the provisions contained within Article 14 of this Collective Agreement. Continuous service will be calculated based on actual time employed; and
- (j) At the beginning of each season shall specify their choice of either
  - i. earning vacation leave at the appropriate rate in accordance with Article 33, Vacation Leave; or
  - ii. receiving vacation pay on a bi-weekly basis at the appropriate percentage rate in accordance with Article 33, Vacation Leave.

Unused balance of leave at the end of the season will be paid out.
- (k) Qualified, non-probationary Employees who apply for a term job opportunity will be given preference in accordance with Article 23- Staffing Procedures - 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 Collective Agreement and will be returned to their former position upon completion of the term assignment

#### 26.03 Term Employees

Term Employees are Employees either

- (a) hired as replacement of permanent Employees who are on leave with or without pay, or
- (b) hired for a maximum period of six (6) months for the purpose of
  - i. short-term assignments,
  - ii. non-recurring work, or
  - iii. special projects. The need for such Employees is not expected to extend beyond the end of the project or assignment and such Employees will be advised in writing, of their termination date when hired.

Term Employees are covered by all provisions of this collective agreement, except the severance pay provisions and benefits as provided in Appendix A.

#### 26.04 Full Time Employees

A full-time Employee is an Employee hired for an indeterminate period who has completed the

probationary period.

#### 26.05 Part-time Employees

A part-time Employee is an Employee whose normal hours of work are less than those established in Article 27 - Hours of Work. Part-time Employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time Employees and shall be entitled to the benefits provided under this agreement in the same proportion as their normal hours of work compared with the normal weekly hours of work specified for full-time Employees. Part-time Employees shall not have the benefit of the protection of Article 14 and shall not be entitled to severance pay as provided in this agreement.

Full-time positions shall not be filled by the use of part-time Employees

### **Article 27. HOURS OF WORK**

27.01 The Employer shall specify the hours of work and shift schedules for all Employees, as follows:

#### Standard Schedule

- (a) The standard schedule is work customarily performed between the hours of 7:00 a.m. and 6:00 p.m.
- (b) For all Employees, excluding firefighters and firefighter captains, the hours of work for Employees working a standard schedule, exclusive of a daily half-hour lunch period, shall be seven and a half (7 1/2) consecutive hours per day and thirty-seven and a half (37 ½) hours per week.

#### Extended Schedule

- (a) Hours of work, inclusive of a daily half-hour lunch break, established for Employees working in extended operations (i.e., weekend and/or more than one shift per day) shall average the weekly hours over a maximum fifty-six (56) day cycle.
- (b) For firefighters and firefighter captains the hours of work inclusive of a daily half-hour lunch period, shall average forty-two (42) hours per week over the life of their schedule.

#### 27.02 Scheduling

- (a) When arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the Employees concerned.
- (b) The Employer shall make every reasonable effort:
  - i. not to schedule the commencement of a shift within twelve (12) hours of the

completion of the Employee's previous shift;

- ii. to avoid excessive fluctuation in hours of work;
- iii. not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the Employee(s) affected;
- iv. to schedule at least two (2) consecutive days of rest at a time.

(c) The Employer shall consult with the affected Employees when establishing the shift schedule and starting and stopping times in a work area.

(d) No Employee shall be required to work split shifts.

27.03 The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the President of the Union Local or designate if the change will affect a majority of the Employees governed by the schedule.

27.04 The Employer shall schedule hours of work for all Employees. The Employer shall, where practicable, arrange schedules, which shall remain in effect for a period of not less than six (6) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule, unless otherwise agreed to by the parties. Shifts shall be allocated on an equitable basis amongst Employees governed by the same schedule.

27.05 An Employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½ times regular rate). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement. Where the seven (7) days has not been provided the Employee shall retain his/her next set of previous scheduled days of rest following the shift change. If such days of rest are worked, the Employee shall be compensated in accordance with overtime provisions.

27.06 Provided sufficient advance notice is given and with the approval of the Employer, Employees may exchange shifts if there is no increase in cost to the Employer.

#### 27.07 Meal Breaks

- (a) The meal break may be staggered for Employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the Employees or as close to the mid-point of the shift as practicable.
- (b) Certain continuous operations require some Employees being on the job for the full shift. In these operations, such Employees will be paid for one-half (1/2) hour meal break because they will not be able to leave their work assignment for a meal break. The one-half (1/2) hour paid meal break will be subject to the applicable overtime provisions. Subject to article 27.07(a), a specified meal break shall be scheduled as close to the mid-point of the shift as possible.

#### 27.08 Rest Periods

Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, inclusive of travel, for all Employees. For Employees whose shift extend beyond ten (10) hours, an Employee shall be entitled to one (1) additional fifteen (15) minutes rest period.

#### 27.09 Days of Rest

Where an Employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day, or
- (b) on the day it terminates where more than half the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the Employee worked or is deemed to have worked his or her last scheduled shift, and the second day of rest will start immediately after midnight of the Employee's first day of rest, and similarly for the third and subsequent consecutive days of rest.

#### 27.10 Flexible Hours

Upon approval from the Employer, an Employee may be granted flexible daily hours.

#### 27.11 Compressed Hours of Work

- (a) A compressed hours of work schedule is a schedule which has established normal scheduled daily hours in excess of those prescribed in article 27.01.
- (b) Employees may, with the consent of the majority of the Employees affected in a work unit and with the concurrence of the Employer, convert to compressed hours of work provided:
  - i. No shift in excess of twelve (12) hours is involved; except in the case of FR where no shift shall be in excess of twenty-four (24) hours.
  - ii. The schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
  - iii. Shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected Employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months' notice by either party; subject to that party providing an acceptable alternative shift schedule to the other party;
  - iv. The hours of work are averaged over the life of the compressed work schedule not to

exceed fifty-six (56) calendar days.

- (c) 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.
- (d) Clauses 28.03 (b) and (c) do not apply to Employees working compressed hours of work. Except where otherwise agreed in establishing a compressed work week schedule, overtime for Employees working a compressed workweek shall be compensated in accordance with Clause 28.03.
- (e) The provisions of this Agreement which specify days shall 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 herein. Notwithstanding the foregoing, in article 12.01 Bereavement Leave With Pay and article 12.12 Leave with Pay for Family Related Responsibilities, a "day" will have the same meaning as the provisions in the Agreement.

27.12 Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work. This Article will not be utilized to permanently reduce the hours of work of a full time Employee.

## **Article 28. OVERTIME**

### **28.01 Allocation of Overtime**

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified Employees within a department and work area; and
- (b) except in cases of emergency, call-back or mutual agreement with the Employee, the Employer shall, wherever possible, give at least seven (7) hours notice of any requirement for overtime work.

### **28.02 Overtime Compensation**

An Employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the Employee. Emergencies and unusual circumstances excepted, overtime work must be pre-authorized by the designated Employer representative to be eligible for compensation.

28.03 Overtime shall be compensated as follows:

- (a) time and one-half (1 ½ times regular rate) for the first four (4) hours worked in excess of the Employee's normal scheduled daily hours and double time thereafter;

- (b) time and one-half (1 ½ times regular rate) for work up to four (4) hours of overtime on an Employees first day of rest for those Employees whose normal daily hours of work are 7.5 hours work per day and double time thereafter;
- (c) time and one-half (1 ½ times regular rate) for work up to nine (9) hours of overtime on an Employee's first day of rest for firefighters, and double time thereafter.
- (d) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (e) double time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period.

#### 28.04

- (a) An Employee who works overtime can choose to be compensated for the overtime in compensatory leave, replenishable to a maximum of 130 hours.
- (b) The Employee who wishes to accumulate overtime-compensatory leave will advise the Employer's payroll department that he or she wishes to bank the overtime.
- (c) An Employee shall request the use of the banked overtime compensatory leave credits in the calendar year it is earned.
- (d) The Employee will be granted compensatory leave with five (5) days' notice, subject to operational requirements. In individual circumstances, the Employer may waive the five (5) day notice.
- (e) The Employer shall make every reasonable effort to respond to two requests by an Employee to use their compensatory leave in a manner acceptable to the Employee.
- (f) Where the Employer is unable to grant the Employee's request during the first six months of the calendar year, or where the Employee does not request the use the Employee's banked overtime in the first six months of the calendar year, the Employer may either pay out the outstanding balance on 30 June, or carry forward the balance to the next six months of the calendar year.
- (g) Where the Employer is unable to grant the Employee's request during the calendar year, or where the overtime occurs in the last quarter, the Employer will either pay out the outstanding balance or carry forward the balance to the next calendar year.

#### 28.05 Meal Allowance

Except when a free meal can be provided:

- (a) an employee required to work overtime and who works at least three (3) hours before

or after the employee's scheduled shift, or on a day off, will be provided with an allowance of \$12.00 for a meal. Effective 1 November 2016 this allowance shall be raised to \$13.00 for a meal, and effective 1 November 2019 it shall be further raised to \$13.50.

- (b) When an Employee works overtime continuously extending four hours or more beyond the period above, the Employee shall be paid an additional meal allowance in the same amount as provided for in (a) above.

#### **Article 29. CALL-BACK PAY**

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

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

Time spent by the Employee reporting to work or returning to their residence shall not constitute time worked.

#### **Article 30. MILEAGE PREMIUM**

30.01 When an Employee reports for overtime work which is not contiguous to the Employee's regularly scheduled shift on that day, the Employee shall be reimbursed for actual mileage at the Treasury Board rate per kilometer from the principle residence of the Employee to the airport. This does not apply to regularly scheduled work which falls on a designated holiday

#### **Article 31. STANDBY**

31.01 Where the Employer requires an Employee to be available for standby during off-duty hours, the Employee shall be entitled to a standby payment of \$10.00 for each eight (8) consecutive hours or portion thereof that he or she is on standby.

31.02 An Employee designated for standby duty will remain available for contact throughout the standby period by cell phone provided by the Employer, or other means agreed to in advance with the Employer and return for duty promptly if called. In designating Employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties. Subject to operating and weather conditions, the Employer will endeavour to provide as much advance notice of standby as practicable.

31.03 An Employee on standby who reports for work shall, in addition to the standby pay, be compensated in accordance with the Call-back Pay provision of Article 29.

31.04 Personal emergencies excepted, Employees designated for standby duty are expected to be available when called. Employees who do not report as a result of such emergencies shall not receive standby.

## **Article 32. SHIFT PREMIUMS**

### **32.01 Shift Premium**

An Employee who works shifts will receive a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked, including overtime hours, in accordance with the established shift schedule, commencing with the start of the afternoon shift time, and paid for the duration of the shift. The shift premium will be paid for all hours worked from 1800 hours to 0600 hours.

### **32.02 Weekend Premium**

Employees shall receive an additional premium of one dollar and fifty cents (\$1.50) per hour all hours worked, including overtime hours, on a Saturday and/or Sunday.

## **Article 33. VACATION LEAVE**

### **33.01 General**

Employees upon request shall be informed of the balance of their vacation, sick and compensatory leave credits.

### **33.02 Vacation Year**

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

### **33.03 Vacation Service**

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

- (a) the length of continuous service with the Employer for Employees hired subsequent to 1 September 1997;
- (b) the length of continuous service with the Employer and the Federal Government for former Transport Canada Employees who joined the Employer at the date of transfer, 1 September 1997;

- (c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.

#### 33.04 Vacation Entitlement

An Employee is entitled to vacation leave with pay to the extent of the Employee's earned credits but an Employee who has completed six months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year. The Employee may also be advanced credits for each subsequent vacation year to a maximum of two (2) weeks.

If, at the end of a vacation year, an Employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) shift, the entitlement shall be increased to the nearest half (1/2) shift.

#### 33.05 Credits

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

- (a) one and one-quarter (1 ¼) days until the month in which the anniversary of the Employee's sixth (6<sup>th</sup>) year of continuous service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the Employee's sixth (6<sup>th</sup>) anniversary of continuous service occurs;
- (c) one and five-sixth (1 5/6) days commencing with the month in which the Employee's seventeenth (17<sup>th</sup>) anniversary of continuous service occurs;
- (d) two and one-twelfth (2 1/12) days commencing with the month in which the Employee's eighteenth (18<sup>th</sup>) anniversary of continuous service occurs;
- (e) two and one quarter (2 ¼) days commencing with the month in which the Employee's twenty-eighth (28<sup>th</sup>) anniversary of continuous service occurs;
- (f) two and one-half (2 ½) days commencing with the month in which the Employee's twenty-ninth (29<sup>th</sup>) anniversary of continuous service occurs.

#### 33.06 Scheduling

- (a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- (b) Subject to operational requirements:
  - i. Each Employee shall be permitted on the basis of service (as defined in Clause

33.03) within the Employee's department, one (1) selection, to be made by 31 March, of up to three consecutive weeks of vacation. Vacation leave not scheduled during the period identified in Clause 33.06 (i) will be granted in the order received.

- ii. An Employee may request to carry-over in the following vacation year his or her vacation leave entitlement. If such request is approved by the Employer the provisions of the Clause 33.07 will apply.
- (c) The administrative details pertaining to this procedure shall be established in consultation with the Union.
- (d) The Employer shall give the Employee as much notice as is practicable when approving or denying vacation leave.
- (e) Once an Employee's vacation period has been scheduled and approved in accordance with this Article, it shall not be displaced by a more senior Employee.

#### 33.07 Vacation carry-over

Pursuant to 33.06, vacation carry-over beyond one year shall be by mutual consent. Where there is no agreement to carry-over beyond one year, fifty percent (50%) of the outstanding balance will be paid out at the end of the calendar year. The balance of the vacation carry-over will be paid out by 30 June unless the Employee has taken the vacation by that date.

#### 33.08 Displacement of Vacation Leave

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

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

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

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

#### 33.10 Leave When Employment Terminates

When an Employee dies or otherwise ceased to be employed, he/she or his/her estate shall be

paid any outstanding vacation pay at the Employee's current rate of pay.

**Article 34. INSURANCE PLANS**

34.01 The Employer will pay the premium cost specified below to provide the following insurance benefits:

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of New Brunswick.
- (b) Extended Health: 100% of the premium of an extended health plan providing vision care to a maximum of \$200 per person every twenty-four (24) months and supplementary medical benefits with a deductible of:
  - Individual - \$60 per benefit year
  - Family - \$100 per benefit year.
- (c) Dental Plan: 100% of the premium of a dental plan providing:
  - i. 90% of the current approved schedule of fees for Basic and Preventive Services after a deductible of:
    - Individual - \$25 per benefit year
    - Family - \$50 per benefit year.
  - ii. 50% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$1,250 per person every calendar year after the deductible in Clause 34.01 (c)(i).
  - iii. 50% of the current approved schedule of fees for Orthodontic Services to a lifetime maximum of \$2,500 per person after the deductible in Clause 34.01 (c)(i).
- (d) Basic Life Insurance Plan: 38% of the premium of a life insurance plan providing coverage of 200% of salary.

34.02 Long-term Disability: Employee will pay 100% of the premium for the long-term disability plan providing 70% of the Employee's current monthly salary up to a maximum of \$8,000.

34.03 Retirement Benefits: The provisions of 34.01(b), including Emergency Travel Assistance, shall continue for Employees who retire. The Employer shall pay 100% of premium.

**Article 35. PENSION PLANS**

35.01

(a) Defined Benefit Plan

The GMIAA Defined Benefit Plan covers Employees who immediately prior to joining the Employer were Employees of the Federal Public Service and were accruing pension benefits under the *Public Service Superannuation Act* (PSSA Plan) and have transferred their PSSA credits to the GMIAA Plan. Employees covered by this Plan are required to contribute, by payroll deduction:

|                                     |        |                       |
|-------------------------------------|--------|-----------------------|
| on the first \$3,500 earnings       | 7.5%   | )                     |
| on the earnings \$3,500 - \$35,800  | 4.575% | ) less CPP deductions |
| on the earnings \$35,800 - \$98,641 | 7.5%   | )                     |

The Employer shall contribute such amounts, which will at least be equal to the total member's contributions in respect of current service as may be required to provide the benefits under the Plan.

(b) Defined Contribution Plan

- i. The Defined Contribution Plan covers Employees who were hired subsequent to September 1, 1997.
- ii. Employees covered by the Defined Contribution Plan are required to contribute by payroll deduction 7.0% of their pensionable earnings. The Employer shall contribute 7.0% of the Employees' pensionable earnings. Effective 1 January 2017, the Employer's contribution shall increase to 7.5% of the Employees' pensionable earnings, and effective 1 January 2020, the Employer's contribution shall increase to 8.0% of the Employees' pensionable earnings.

**Article 36. TECHNOLOGICAL CHANGE**

36.01 For greater certainty, the parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.

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

36.03 The notice referred to in Article 36.02 shall be in writing and shall state:

- (a) The nature of the technological change;

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

36.04 Once the Employer has given the Alliance the notice described in Article 36.02, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

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

36.05 During the notice period described in Article 36.02, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change, which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

36.06 Where as a result of Technological Change, training is required in order for the Employees affected to perform the work, such training shall be provided by the Employer at no cost to the Employee. The Employer 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 the Employees engaged in such training.

### **Article 37. REGISTRATION FEES**

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

37.02 For all Employees who must possess a professional level of driver's license as required by the Employer, the Employer 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 38. JOINT CONSULTATION**

38.01 The parties acknowledge the mutual benefits to be derived from joint consultation. As such, joint consultation meetings shall be held on a quarterly basis or as mutually agreed.

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

38.03 The Employer agrees to give the Alliance reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or revised policies affecting conditions of employment or working conditions not governed by this agreement.

**Article 39. BARGAINING UNIT WORK**

39.01 Duties normally performed by Employees within the bargaining unit will not be performed by excluded supervisory staff, except in cases of emergencies where no other Employee is available, or for training purposes.

39.02 Volunteers

Volunteers will not do bargaining unit work.

39.03 Contracting Out

The Employer will not contract out bargaining unit work, except in cases of emergencies where no Employee is available.

**Article 40. APPRENTICESHIP**

40.01 An Employee selected to participate in an apprenticeship program who is already employed by the Employer shall not have his/her pay reduced while in the program other than as prescribed below. The Employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage of the journeyman's rate of pay as established by the *Apprenticeship Act*. The Employer will supplement any training allowance or EI benefit to 95% of the apprentice's regular salary and will ensure no loss of benefits (including health and pension) nor seniority while attending school.

40.02 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, he or she may be demoted or voluntarily agree to return to his/her former position.

40.03 An Employee participating in the apprenticeship program (i.e., attending school) will be scheduled off work and will not be entitled to premium payments nor will he/she be called for overtime.

40.04 Should an Employee participating in the apprenticeship program be required to attend school outside of the Greater Moncton Area, then he/she will be required to remit to the Employer any travel/expense monies provided by government sources for said program. In return, the Employer agrees to cover travel, meal and accommodation expenses as per the Collective Agreement.

#### **Article 41. POSITION CLASSIFICATION**

41.01 When the Employer establishes a new position or reclassifies an incumbent's existing position or makes significant changes in job duties and responsibilities, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with the management personnel involved. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure.

41.02 Upon commencement of duties or upon written request, an Employee shall be provided with a complete and current statement of duties and responsibilities of his or her position.

#### **Article 42. AGREEMENT REOPENER**

42.01 This Agreement may be amended by mutual consent.

#### **Article 43. PARKING**

43.01 The Employer will provide parking to Employees at no charge. At the time of writing this Agreement, the Canada Revenue Agency considers this a taxable benefit.

#### **Article 44. STANDARD OPERATING PROCEDURES**

44.01 Employees shall comply with all GMIAA implemented standard operating procedures and rules and regulations including those relating to conduct and work performance. The Employer agrees that in the event any Employee is disciplined for failure to comply with any such standard operating procedures, rules and regulations, Article 24 (Grievance Procedure) will apply.

44.02 Standard operating procedures shall not contravene the *Canada Labour Code*, the *Canadian Human Rights Act*, or the collective agreement, and an allegation of such contravention is subject to grievance procedure.

**Article 45. SENIORITY**

45.01

- (a) For Employees who were in the bargaining unit on November 4, 1997 (date of C.L.R.B. Certificate) and who transferred from the federal government on September 1, 1997 seniority shall mean length of service with the Employer and length of continuous service with the federal government prior to September 1, 1997.
- (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.

45.02 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.

45.03 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 33, Vacation Leave) and, in layoffs and recalls from layoff (subject to Article 14, Layoffs / Recall).

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

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

45.05

- (a) Seniority lists as described above consisting of the name and date of seniority of each Employee shall be maintained and revised annually by the Employer and posted on bulletin boards, with a copy forwarded to the President of the local Union.
- (b) An Employee who feels that he/she is 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.

45.06

- (a) Employees permanently appointed to a position outside the bargaining unit shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.

- (b) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- (c) No Employee shall be transferred to a position nor required to perform any work outside the bargaining unit, except in an emergency situation or in case of unavailability of qualified staff.

45.07 An Employee who resigns his/her position and within sixty (60) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and benefits contained in this Agreement.

45.08 An Employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years of seniority in the bargaining unit.

**Article 46. DURATION**

46.01 The provisions of this Agreement will expire on 31 December 2020.

Signed at Moncton, New Brunswick on the 24<sup>th</sup> day of June, 2016.

GREATER MONCTON INTERNATIONAL  
AIRPORT AUTHORITY INC.

Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]  
 Per: -

PUBLIC SERVICE ALLIANCE OF CANADA

Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]

## APPENDIX A: AGREEMENT FOR SEASONAL EMPLOYEES

### GENERAL:

A seasonal Employee is entitled to the same benefits as full-time Employees except as modified herein:

1. **Statutory Holidays** 4.4% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.
2. **Vacation & Sick Leave Entitlement:** Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full-time Employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.
3. **Severance Pay:** Where the period of employment consists of any period of part-time employment, the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.
4. **FRR Entitlement:** Prorated in the same proportion as the average weekly hours of work over the previous 12 months as compared with the normal weekly hours of work specified of full-time Employees.  
  
Leave will be provided during those periods in which part-time Employees are scheduled to work.
5. **Bereavement/Adoption Paternity/Care & Nurturing Leave:** Shall not be prorated.
6. **Medical/Dental:** The insurance coverage for Medical and Dental shall not be prorated.
7. **Pension:** Shall be eligible for pension in accordance with pension documentation, i.e. once having served the waiting period and working 700 hours annually.
8. **Life/LTD** Based on % of earnings (must regularly work 20 hours per week to qualify).
9. **Maternity Leave:** The length of leave shall not be prorated; the SUB Plan will be prorated in the same proportion to the average hours worked over the previous 6 months.

## APPENDIX B: CLOTHING POLICY

For the purpose of this Appendix, Employee means full-time and seasonal Employees.

(a) Regular Uniform -- All Employees (Except as noted):

| <u>Clothing</u>    | <u>Initial Issue</u>           |
|--------------------|--------------------------------|
| Shirts             | 5                              |
| Pants              | 3                              |
| Coveralls          | 3 (mechanics)                  |
| Coveralls          | 1 (other airside Employees)    |
| Jacket (summer)    | 1 (full-time Employees)        |
| Sweatshirt/sweater | 1                              |
| Cap, all season    | 1                              |
| T shirts           | 3                              |
| Belt with buckle   | 1                              |
| Parka              | 1 (electricians and mechanics) |
| Snowpants          | 1 (electricians and mechanics) |

The Employer will provide laundry facilities at no cost to Employees, and replace items as wear and tear requires. Employees must return used clothing in order to be eligible for replacement clothing. It is expected that the frequency of replacement will be governed by the nature of the work; therefore, replacement may occur at shorter than yearly intervals. Any necessary crests will be supplied and affixed at no cost to the Employee. Initial fitting will be the responsibility of the Employer.

(b) Rain Wear

Employees will be provided with rain wear (hats, coats, pants and boots) as deemed necessary by the Employer.

(c) Winter Wear

The Employer will supply Employees with one (1) lined winter parka every five (5) years. The parka will be cleaned annually or as deemed necessary by the Employer, at no cost to the Employee. The Employer will also provide winter gloves and mitts as required.

- (d) The Employer will provide an allowance of \$125 per year to each Employee for the purpose of purchasing protective footwear which meets CSA Standards.
- (e) All clothing items shall meet CSA and WHSCC standards.
- (f) All safety equipment and clothing, deemed necessary by the Employer and the Occupational Health and Safety Committee, will be provided at no cost to the Employee.

The Employer will provide non-prescription or clip-on sunglasses to all Employees every two year, excepting office staff.

The Employer will solicit bid(s) from provincial unionized clothing manufacturers. Preference will be given to unionized clothing manufacturers when costs or quality are superior.

- (g) The Employer will provide, maintain and replace at no cost to the Employee, all tools required by Employees in the performance of their duties. Such tools must be deemed necessary by the Employer.

**APPENDIX C: WAGE RATES**

|                                      | 1 Jan<br><b>2016</b> | 1 Jan<br><b>2017</b> | 1 Jan<br><b>2018</b> | 1 Jan<br><b>2019</b> | 1 Jan<br><b>2020</b> |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| HR/Payroll Specialist                | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Administrative Assistant             | 25.84                | 26.35                | 26.88                | 27.42                | 27.97                |
| Operations Accountant                | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Cargo Specialist<br>Senior Corporate | 36.41                | 37.14                | 37.89                | 38.64                | 39.42                |
| Communication Specialist             | 36.41                | 37.14                | 37.89                | 38.64                | 39.42                |
| Financial Accountant                 | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Firefighter                          | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Firefighter Captain                  | 36.41                | 37.14                | 37.89                | 38.64                | 39.42                |
| Electrician                          | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Electrician Lead                     | 36.41                | 37.14                | 37.89                | 38.64                | 39.42                |
| General Labourer                     | 25.84                | 26.35                | 26.88                | 27.42                | 27.97                |
| Mechanical Maintenance Lead          | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Mechanical Maintenance<br>Technician | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Airfield Specialist                  | 25.84                | 26.35                | 26.88                | 27.42                | 27.97                |
| Airfield Team Lead                   | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Fleet Technician                     | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Fleet Technician Team Lead           | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Airfield Operations Specialist       | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Environmental Specialist             | 33.69                | 34.36                | 35.05                | 35.75                | 36.47                |
| Airfield Trainer                     | 31.73                | 32.37                | 33.01                | 33.67                | 34.35                |
| Marketing Coordinator                | 29.22                | 29.81                | 30.40                | 31.01                | 31.63                |

*Upon initial appointment, an Employee shall be paid the hourly rate prescribed for the position, except that the hourly rate for newly-hired Employees (not seasonal Employees who worked last season and are re-hired) shall be reduced by 5% until the first anniversary of hire and by 2.5% until the second anniversary of hire. These reductions shall not apply to newly-hired licensed tradespersons employed in their trade.*

Signed at Moncton, New Brunswick on the 24<sup>TH</sup> day of June, 2016.

**GREATER MONCTON INTERNATIONAL  
AIRPORT AUTHORITY INC.**

**PUBLIC SERVICE ALLIANCE OF CANADA**

Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]

Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]  
 Per: [Signature]

**Letter of Understanding #1**

Between

Greater Moncton International Airport Authority

And

Public Service Alliance of Canada

Re: Christmas Eve & New Year's Eve - 1/2 Day Designated Holiday

The Employer agrees to continue its practice of allowing Employees at work, other than firefighters, time off with pay 1/2 day on Christmas Eve and 1/2 day on New Year's Eve, where applicable and subject to operational requirements.

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

This letter agreed to this 24<sup>TH</sup> day of June, 2016.

GREATER MONCTON INTERNATIONAL  
AIRPORT AUTHORITY INC.

Per:

Per:

Per:

Per:

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

Per:

Per:

**Letter of Understanding #2**

Between

Greater Moncton International Airport Authority

And

Public Service Alliance of Canada

Re: Social Justice Fund

The parties will continue the Social Justice Fund.

The parties' joint committee will establish the terms of reference for the use of the 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 Employer will contribute \$.01 per hour worked for each Bargaining Unit Member.

Contributions made by both the local and the Employer 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 this 24<sup>TH</sup> day of June, 2016.

GREATER MONCTON INTERNATIONAL  
AIRPORT AUTHORITY INC.

Per:

Per:

Per:

Per:

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

Per:

Per:

Per:

### Letter of Understanding #3

Between

Greater Moncton International Airport Authority

And

Public Service Alliance of Canada

#### Re: Airport Operations Specialist (AOS)

The Employer intends to implement the new position of Airport Operations Specialist (AOS). The role of the AOS will include firefighting duties as conducted by current ARFF specialists (i.e. Firefighter or Firefighter Captains).

Full time ARFF specialists, listed below, will not be expected to convert to AOS and are to remain in their current classification of Firefighter or Firefighter Captain as the case may be, with the associated pay band and wage rate for the duration of this contract or until they leave employment with the Employer or bid onto another classification. If such grandfathered ARFF specialists vacate their positions, such positions may be filled by AOS.

All provisions related to firefighting classifications in the collective agreement remain in effect for those ARFF specialists.

Grandfathered ARFF personnel to which this letter applies are as follows:

|               |               |
|---------------|---------------|
| Mike Garland  | Alyre Richard |
| Wilson Gear   | Pat Rody      |
| Allan Mark    | Mike Rogers   |
| Ron McEachern |               |

The parties agree to discuss and settle matters relating to the implementation of AOS including appropriate scheduling in the Union-Management Committee following ratification of this agreement.

The Employer agrees that full-time Airfield Specialists employed as of the date of ratification of this collective agreement will not be laid off as a result of the implementation of AOS. The full-time Airfield Specialists employed as of the date of ratification are:

Tim Carter  
Corey Hicks  
Luc Leger  
Blaine Lewis.

This letter agreed to this 24<sup>TH</sup> day of June, 2016.

GREATER MONCTON INTERNATIONAL  
AIRPORT AUTHORITY INC.

Per:

Per:

Per:

Per:

PUBLIC SERVICE ALLIANCE OF CANADA

Per:

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Per:

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