

COLLECTIVE AGREEMENT

BETWEEN

**ST. JOHN'S INTERNATIONAL
AIRPORT AUTHORITY**

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

EXPIRY DATE: November 30, 2005.

12347(02)

TABLE OF CONTENTS

1.00	PURPOSE & SCOPE	1
2.00	INTERPRETATION AND DEFINITIONS	1
3.00	MANAGEMENT RIGHTS	3
4.00	RECOGNITION	3
5.00	EMPLOYEE REPRESENTATIVES.....	4
6.00	USE OF EMPLOYER FACILITIES	5
7.00	UNION SECURITY	5
8.00	INFORMATION.....	7
9.00	STRIKES AND LOCKOUTS.....	7
10.00	DISCRIMINATION.....	8
11.00	HARASSMENT.....	9
12.00	DESIGNATED PAID HOLIDAYS.....	10
13.00	OTHER LEAVE WITH OR WITHOUT PAY	14
14.00	SHORT TERM SICK LEAVE PROGRAM.....	31
15.00	JOB SECURITY.....	32
16.00	SEVERANCE PAY	32
17.00	LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS.....	34
18.00	LOSS OF SERVICE	35
19.00	WASH-UP TIME	35
20.00	PAY ADMINISTRATION.....	35
21.00	TRAVEL TIME	38
22.00	SUSPENSION AND DISCIPLINE.....	40
23.00	EMPLOYEE PERFORMANCE REVIEW.....	41
24.00	HEALTH AND SAFETY	42
25.00	STAFFING PROCEDURE.....	44
26.00	GRIEVANCE PROCEDURE.....	47
27.00	ARBITRATION.....	49
28.00	EMPLOYEE STATUS.....	51
29.00	HOURS OF WORK.....	52
30.00	OVERTIME.....	57
31.00	CALL-BACK PAY.....	59
32.00	MILEAGE PREMIUM.....	59
33.00	STANDBY.....	60
34.00	SHIFT PREMIUMS	60
35.00	VACATION LEAVE.....	61
36.00	TECHNOLOGICAL CHANGE.....	65
37.00	REGISTRATION FEES	67
38.00	JOINT CONSULTATION.....	67
39.00	BARGAINING UNIT WORK.....	67
40.00	APPRENTICESHIP	68
41.00	POSITION CLASSIFICATION.....	68
42.00	AGREEMENT REOPENER.....	69
43.00	PARKING	69

44.00	STANDARD OPERATING PROCEDURES.....	69
45.00	CLOTHING POLICY.....	69
46.00	PHYSICAL FITNESS STANDARD.....	72
47.00	LEGAL AID.....	73
48.00	INSURANCE PLANS.....	73
49.00	HEALTH CARE PLAN.....	73
50.00	PENSION PLANS.....	74
51.00	DURATION.....	74
	APPENDIX "A".....	77
	APPENDIX "B".....	82
	APPENDIX "C".....	84
	Letter Of Understanding #1 - Classification Plan.....	85
	Letter of Understanding #2 - Pension Plan.....	87
	Letter of Understanding #3 - Sick Leave Credits.....	88
	Letter of Understanding #4 - Travel Directive.....	89
	Letter Of Understanding #5 - Seasonal Employees.....	99

1.00 PURPOSE & SCOPE

1.01

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

1.02

The Agreement is between the Alliance, Employees and the Employer

2.00 INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

“Alliance” means the Public Service Alliance of Canada,

“allowance” means compensation payable for the performance of special or additional duties,

“common-law spouse”: a common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse,

“compensatory leave” means leave with pay in lieu of cash payment for overtime, traveling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the classification prescribed in the employee’s certificate of appointment on the day immediately prior to the day on which leave is taken,

“continuous employment” means period of uninterrupted employment with The Authority, and in the case of transferred employees, includes continuous employment with the Federal Government as at the date of transfer.

“daily rate of pay” means an employee’s annual rate of pay divided by the number of working days in his/her annual work schedule,

“day” - Firefighter provision - means a shift.

“day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission,

“double time” means two (2) times the employee’s hourly rate of pay,

“Employee” means person who is a member of the bargaining unit described in

Article 4.01

“Employer” means the St. John’s International Airport Authority (SJIAA)

“holiday” means:

- (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement,
- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day, or
 - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

“hourly rate of pay” (blue collar workers) - means a full-time employee’s weekly rate of pay divided by forty (40) hours,

“hourly rate of pay” (administrative staff) - means a full-time employee’s weekly rate of pay divided by thirty-seven and one half (37 ½) hours,

“hourly rate of pay” (Firefighters) means a full-time employee’s weekly rate of pay divided by 42.

“lay-off” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function,

“leave” means authorized absence from duty by an employee during his or her regular or normal hours of work,

“membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance.

“overtime” means in the case of a full-time employee, authorized work in excess of the employee’s scheduled hours of work,

“spouse” will, when required, be interpreted to include “common-law spouse”,

“straight-time rate” means the employee’s hourly rate of pay,

“weekly rate of pay”, means an employee’s annual rate of pay divided by 52.176.

3.00 MANAGEMENT RIGHTS

3.01

Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.

3.02

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

4.00 RECOGNITION

4.01

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 Labour Relations Board dated February 15, 1999.

4.02

For greater clarity, “employee” shall mean a member of the Bargaining Unit described in 4.01 and shall include casual employees who shall be hired as term employees in accordance with Article 28.

5.00 EMPLOYEE REPRESENTATIVES

5.01

The Employer acknowledges the right of the Alliance to appoint or otherwise select a reasonable number of employees as representatives. The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives.

5.02

A representative shall obtain the permission of the immediate supervisor before leaving the work area to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the immediate supervisor before resuming normal duties.

5.03

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

5.04

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.

5.05

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 Labour Relations Board hearings and representative training courses.

5.06

The Authority shall ensure that new employees are introduced to a representative of the Alliance on their first day of work.

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

mutually agreed upon between the parties, to acquaint the newly hired employee(s) with the fact that a collective bargaining relationship exists between the Alliance and the St. John's International Airport Authority.

6.00 USE OF EMPLOYER FACILITIES

6.01

Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Alliance, shall require prior approval of the Employer.

6.02

The Employer agrees to provide the Union Executive with the use of a fax machine, photocopier for the reasonable requirements of the local, and a filing cabinet for its sole and exclusive use.

6.03

The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

6.04

A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management.

6.05

Where practical, the employer will provide a meeting room subject to availability to the Local so that it may carry out union business.

7.00 UNION SECURITY

7.01

All non-excluded employees who commence employment shall as a condition of employment become and remain members of the Union.

7.02

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.

7.03

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

7.04

For the purpose of applying clause **7.02**, 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.

7.05

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

7.06

The amounts deducted in accordance with clause **7.02** shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

7.07

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

7.08

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

8.00 INFORMATION

8.01

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

8.02

The Alliance agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the Collective Agreement.

8.03

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

8.04

The Employer will provide to the President of the Local Union of PSAC with a copy of, or access to, the following, as existing at the signing of this Collective Agreement and as amended from time to time:

- i) policies bearing on employee's employment;
- ii) full text of all benefit and pension plans;
- iii) current job descriptions;
- iv) health & safety reports generated outside OSH Committee, subject to part II of the Canada Labour Code
- v) names and titles of SJIAA excluded staff.
- vi) Courtesy copies of those Board documents which are Public Record and notice of Board Appointments and meetings.

9.00 STRIKES AND LOCKOUTS

9.01

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

9.02

The Employer will ensure safe access to the employees' place of work when the employee expresses a concern for personal safety when required to cross a picket line involving other employees/employers on the Authority premises.

9.03

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

9.04

If employees are prevented from performing their duties because of a strike or lockout 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.

9.05

Employees who engage in an illegal strike will only be subject to penalties imposed by the Canadian Industrial Relations Board. If an employee refuses to cross any picket line, the employee shall not be paid for time not worked and the employee shall not be subject to discipline.

10.00 DISCRIMINATION

10.01

- (a) The Employer acknowledges and affirms its obligations under the Canadian Human Rights Act, which prohibits discrimination in respect of employment by reason of race, national or ethnic origin, creed, language, colour, religion, age, sex, marital status, family status, mental and physical disability, criminal conviction for which a pardon has been granted, sexual orientation, political affiliation, membership or activity in the union, or criminal record for which a pardon has been granted, in the absence of a bona fide occupational requirement as provided for by the Canadian Human Rights Act.
- (b) Accordingly, the provision of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

- (c) In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- (d) 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 Procedure.
- (e) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (f) If by reason of Article 10.01 (e) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

11.00 HARASSMENT

11.01

- (a) The Employer, the employees, and the Alliance recognize the right of all persons employed by the SJIAA to work in an environment free from personal harassment, sexual harassment or abuse of authority, and agrees that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven uninvited harassment by any person employed by the employer are considered a disciplinary infraction, and shall be dealt with as such.

11.02

- (a) Sexual harassment is any incident or series of incidents which may cause offense or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (b) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipients(s).
- (c) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power an authority inherent in their position to endanger an

employee's 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.

11.03

Complaint Procedure

- (a) The employee who alleges harassment, or a union representative on behalf of the employee will contact the designated Human Resources Officer who will:
 - (i) Investigate the matter, and
 - (ii) Maintain a strict degree of confidentiality with the employee concerned; and
 - (iii) Take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to stage 2 of the grievance procedure and subsequently thereafter to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatched by the alliance and the employer

11.04

An alleged offender whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of a complaint under this Article. And shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Agreement.

12.00 DESIGNATED PAID HOLIDAYS

12.01

Subject to **clause 12.02**, the following days shall be designated paid holidays for employees.

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday
- (e) Canada Day,
- (f) Regatta Day

- (g) Labour Day,
- (h) Thanksgiving Day,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) One additional day – Either the employee's Birthday or another day, as mutually agreed upon between the employee and the Authority.

12.02

An employee, **except FR Group**, absent without pay 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 **Clause 5.05**.

12.03

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.

12.04 Shifted Holiday

When a day designated as a holiday under **clause 12.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. **This shall be deemed a shifted holiday.** When two (2) days designated as holidays under **clause 12.01** 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.

12.05

When a day designated as a holiday for an employee is moved to another day under the provisions of **clause 12.04**, work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest.

12.06

An employee, **(Except FR Group)**, who works on an actual or shifted holiday shall be paid:

- (a) One and One half (1.5) times the straight time rate of pay for the first six (6) hours worked on the holiday, and double time (2X) thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday, and
 - (ii) pay at one and one half (1.5) times the straight-time rate of pay for the first six (6) hours worked on the holiday, and double time (2X) thereafter.

12.07 (Except FR Group)

- (a) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
- (b) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

12.08

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 31 - Call-Back Pay**, whichever is applicable.

12.09

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

12.10 Compensation For Designated Paid Holidays- (Firefighters)

- (a) The designated paid holidays in a fiscal year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include eleven (11) designated paid holidays.
- (b) Each employee shall select the method of lieu day compensation which he/she prefers. Such selection shall be made as of December 31, and shall remain valid for the following twelve-month period.
- (c) The employee shall select one of the following methods of lieu day compensation:

1. Cash payment: The employee is paid upon selection, straight time for each day selected for cash payment. When the holiday is worked the employee receives time and one-half (1 ½) for the day. When an employee is on days of rest for the holiday, the holiday is shifted as per clause 12.04 and the firefighter is paid time and one-half (1 ½) for the date that the holiday is shifted to work.
 2. Compensatory leave: The employee schedules each lieu day selected as compensatory leave and is paid when the holiday is worked at time and one-half (1 ½) as stated in 12.10 c (1) when the holiday occurs or,
 3. Combination of cash payment and compensatory leave: The employee receives cash for days selected under provision (1) and schedules compensatory days for those selected under provision (2). Pay is then paid at time and one-half (1 ½) for each holiday as it is worked, either on normal shift rotation or on the shifted day when the firefighter is on days of rest for the holiday.
 4. When at the end of the year an employee has not taken compensatory leave scheduled, the shifts are paid out at straight time.
- (d) The employee shall make such selection known to the Employer and in the manner required by the Employer.
- (e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- (f) An employee who has selected the compensatory leave method shall have his lieu days scheduled in the fiscal year in which they are credited to him/her. In scheduling such lieu days the Employer shall, subject to operational requirements of the service:
- (i) Schedule an employees lieu days on the dates requested when such a request is made in writing 30 days in advance,
 - (ii) Provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above,
- (g) Lieu days may be granted as an extension to vacation leave or as occasional days and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) day.

13.00 OTHER LEAVE WITH OR WITHOUT PAY

13.01 Bereavement Leave With pay

- (a) For the purpose of this Article, immediate family is defined as. (father, mother or (alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandparent, grandchild, father-in-law, mother-in-law, 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) calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three- (3) days' leave with pay for the purpose of travel related to the death.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If during a period of sick, vacation, or compensatory leave an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 13.01(b) and 13.01(c), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay is granted.
- (e) It is recognized by the parties that the circumstances, which call for leave in respect of bereavement, are based on individual circumstances. The Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in clauses 13.01(b) and 13.01(c). The Authority agrees to consider requests for bereavement leave where cultural traditions create important family relationships not described in this article.
- (f) The employer agrees to consider requests from an employee for necessary time off up to one (1) day to attend a funeral as a pallbearer or mourner.

13.02 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 and her newborn child is hospitalized,

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

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article.

For purposes of this subparagraph, the term's "illness" or "injury" used in the Sick Leave With Pay Article, shall include medical disability related to pregnancy.

- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence

during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

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

13.03 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) to (i), provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer, and
- (iii) has signed an agreement with the Employer stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) within eighteen (18) months following her return to work, as described in section (A), should she claim the full seventeen (17) weeks of maternity allowance, she will work a number of hours paid at the straight time calculated by multiplying the number of hours in the work week on which her maternity leave allowance was calculated by twenty-six (26);
 - (C) within eighteen (18) months following her return to work, as described in section (A), should she claim only a portion of the seventeen (17) weeks of maternity allowance, she will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which her maternity allowance was calculated by a number determined as follows:

$$\frac{(26 \text{ weeks}) \times (\text{number of weeks during which she received the maternity allowance})}{(17 \text{ weeks})}$$

(D) Should she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function or having become disabled, she will be indebted to the Employer for the full amount of the maternity allowance she has received;

(E) should she return to work but fail to work the total number of hours as specified in sections (B) or (C), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function, or having become disabled, she will be indebted to the Employer for an amount determined as follows:

$$\frac{\text{(allowance received) X (number of hours not worked following her return to work)}}{\text{total number of hours to be worked as specified in (B) or (C)}}$$

- (b) For the purpose of sections (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the eighteen (18) month period referred to in sections (a)(iii)(B) and (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph (c) above will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.

- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay.
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.04 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 38.02 (a) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, or the Nfld Workers Compensation Act prevents her from receiving Employment Insurance Pregnancy benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 13.03(a), other than those specified in section (a) and(b) of subparagraph 13.03 (a) (III),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, or via the Compensation Authority.

- (b) An employee shall be paid an allowance under this clause and under clause 13.03 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the Employment Insurance Act had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a) (I).

13.05 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b):
 - (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 at least four **(4)** weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).

- (e) The 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 Authority shall not exceed a total of twenty-six (26) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

13.06 Parental Allowance

- (a) An employee who is an adoptive mother and has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and
 - (iii) has signed an agreement with the Employer stating that:
 - (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (B) within ten (10) months of his or her return to work, as described in section (A), should the employee claim the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the

work week on which the parental allowance was calculated by fifteen (15);

- (C) within ten (10) months of his or her return to work, as described in section (A), should the employee claim only a portion of the full twelve (12) weeks of parental allowance, the employee will work a number of hours paid at straight time calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by a number determined as follows:

$$\frac{(15 \text{ weeks}) \times (\text{number of weeks during which he/she received the parental allowance})}{(12 \text{ weeks})}$$

- (D) should he or she fail to return to work in accordance with section (A), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function, or having become disabled, he or she will be indebted to the Employer for the full amount of the parental allowance he or she has received;
- (E) should he or she return to work but fail to work the total number of hours as specified in sections (B) or (C), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function, or having become disabled, he or she will be indebted to the Employer for an amount determined as follows:

$$\frac{(\text{allowance received following total}) \times (\text{number of hours not worked his/her return to work})}{(\text{total number of hours to be worked as specified in (B) or (C)})}$$

- (b) For the purpose of sections (a)(iii)(B), (C) and (E), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but will extend the ten (10) month period referred to in sections (a)(iii)(B) and (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 percent (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 percent (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 *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph (c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an

employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

13.07 Special Parental Allowance for Totally Disabled Employees

- (a) An employee who is an adoptive mother:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 12.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, Workers Compensation Act prevents the employee from receiving Employment Insurance parental benefits,
 - and**
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 12.08(a), other than those specified in sections (A) and (B) of subparagraph 12.08(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, or via the *Workers Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 12.07 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

13.08 Leave With pay for Family-Related Responsibilities

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

- (b) The total leave with pay, which may be granted under this Article, shall not exceed five (5) days in a fiscal year.
- (c) Subject to clause 13.08(b), the Employer shall grant leave with pay under the following circumstances:
 - (i) up to one-half (1/2) day to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) when the employee's family member is unable to attend the appointments by himself or herself, and
 - (v) The 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.
- (d) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child, which may be divided into two (2) periods and granted on separate days.

13.09 Leave Without Pay for the Care and Nurturing of Dependant Children

- (a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment with the SJIAA shall be provided for the care and nurturing of dependant children.
- (b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

13.10 Court Leave

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

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

13.11 Injury-on-Duty Leave

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the *NFLD Workers Compensation Act*, and the Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment,

The employer agrees to continue the employee's regular rate of pay until the employee is transferred to WCB:

if the employee agrees to remit to the Employer any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

13.12 Education Leave Without Pay

- (a) The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (b) At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to 100% (one hundred percent) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.
- (d) **As** a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee:
 - (i) fails to complete the course,
 - (ii) does not resume employment with the Employer on completion of the course, or
 - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him or her under this Article during the education leave or such lesser sum as shall be determined by the Employer.

13.13 Religious Holy Days

- (a) The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.
- (c) Notwithstanding clause 13.14 (b), at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional cost to the Employer.

13.14 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
- (b) leave with or without pay for purposes other than or in addition to those specified in this Agreement.

13.15 Leave General

Except as otherwise specified in this Agreement:

- (a) where leave without pay for a period in excess of three (3) months is granted to an employee, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave;
- (b) time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.
- (c) An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.
- (d) The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the

employee becomes subject to this Agreement, shall be retained by the employee.

- (e) 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.
- (f) An employee is not entitled to leave with pay during periods he or she is on, leave without pay or under suspension.
- (g) In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.
- (h) An employee shall not earn leave credits under this Agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

13.16 Medical Appointment For Employees

- (a) Up to half a day of reasonable time off with pay will be granted to employees for the purpose of attending annual or specialist's medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition, absences shall be charged to sick leave.

13.17 Leave Without Pay For The Long-Term Care Of A Parent

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including stepparents or foster parents, in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
 - (ii) leave granted under this Article shall be for a minimum period of three (3) weeks;

- (iii) the total leave granted under this Article shall not exceed one (1) year during an employee's total period of employment with the SJIAA;
- (iv) leave granted for periods of one year or less shall be scheduled in a manner, which ensures continued service delivery.
- (v) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

13.18 Leave Without Pay For Personal Needs

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

- (a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- (b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- (c) An employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment with the employer. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.
- (d) Leave without pay granted under (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

13.19 Spousal Union Leave With Pay

For the purpose of this Collective Agreement, "*spouse*" means the person the employee is legally married to or the person who, for a continuous period of at least one (1) year, the employee has lived with, publicly represented as their spouse and the spousal relationship has been recognized in the community or communities in which they have lived.

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

- (a) After the completion of one (1) year's continuous employment with the employer, and providing an employee gives the Authority at least five (5) days' notice, the employee shall be granted five (5) days' leave with pay for the purpose of

declaring spousal union with another person in a public ceremony. This ceremony may be civil, secular or religious.

- (b) For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave with pay for spousal union, an amount equal to the amount paid the employee during the period of leave will be recovered by the Authority from any monies owed the employee.

13.20 Leave Without Pay For Relocation Of Spouse

At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is relocated.

13.21 Career Development Leave With Pay

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development, or, an activity that is likely to assist the organization in achieving its goals. The following activities shall be deemed to be part of career development:
 - i. a course given by the Employer;
 - ii. a course offered by a recognized academic institution;
 - iii. a seminar, convention or study session in a specialized field related to the employees work.
- (b) Upon written application by the employee, and with the approval of the employer, career development leave with pay may be given for anyone of the activities described in **13.21 (a)**. The employee shall receive no compensation under the overtime and traveling time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.
- (c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them that the employer may deem appropriate.

14.00 SHORT TERM SICK LEAVE PROGRAM

14.01

No employee shall be adversely affected or disciplined for bona fide use of sick leave.

14.02

- (a) An employee shall earn leave credits at the rate of one and one quarter ($1\frac{1}{4}$) days for each calendar month for which the employee received pay for at least ten (10) days.

FR GROUP

- (a) An employee occupying a position with in the FR (Firefighters) Group at SJIAA whose work schedule requires one hundred and eighty-two (182) shifts per year shall earn credits at the rate of eleven-twelfths ($11/12$) of a shift for each calendar month for which the employee earns pay for at least seven (7) shifts.

14.03

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.

14.04

When an employee has insufficient credits to cover the granting of sick leave with pay under **clause 14.03**, 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.

14.05

- (a) Every employee who may be absent from duty on account of sickness shall notify his/her immediate supervisor, and no employee shall be entitled to benefits for time previous to such notification, unless delay is shown to have been unavoidable.

- (b) The Employer may further require reports from the employee's physicians from time to time, including reports by physicians designated by the Employer. The Employer will bear the costs of medical reports provided by Employer designated physicians. Unless otherwise advised in advance and for valid reason, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties shall, when provided to the Authority, be considered as meeting the requirement of clause 14.03.

14.05 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.

14.06 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.

14.07

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.

15.00 JOB SECURITY

The employer agrees that for the life of this collective agreement it will not layoff any full-time or seasonal employees.

16.00 SEVERANCE PAY

16.01

An employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

(a) Resignation

On resignation and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a

maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(b) Retirement

On retirement, when an employee is entitled to an immediate annuity or entitled to an immediate annual allowance a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

(c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(d) Termination for Cause for Reasons of Incapacity or Incompetence

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

16.02

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

17.00 LEAVE WITH OR WITHOUT PAY FOR ALLIANCE BUSINESS

17.01

When operational requirements permit, the Employer will grant leave with pay:

- (a) to an employee who makes a complaint on his or her own behalf, before the Canada Industrial Relations Board,

and

- (b) to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Alliance making a complaint.

17.02

Applications for Certification

Representations and Interventions with respect to applications for certification.

When operational requirements permit, the Employer will grant leave without pay:

- (a) to an employee who represents the Alliance in an application for certification or in an intervention, and
- (b) to an employee who makes personal representations with respect to a certification.

17.03

The Employer will grant leave with pay:

- (a) to an employee called as a witness by the Canada Industrial Relations Board,

and
- (b) when operational requirements permit, to an employee called as a witness by an employee or Alliance.

17.04 Letter Of Comfort

Subject to the approval of the C.E.O., employees shall be granted reasonable leave with pay for other union business to a maximum of thirty (30) days or shifts per calendar

year excluding any other union leave granted for collective bargaining or internal business with the employer.

18.00 LOSS OF SERVICE

18.01

Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is discharged for just cause;
- (c) 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.

19.00 WASH-UP TIME

19.01

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

20.00 PAY ADMINISTRATION

20.01

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 A or B.**

20.02

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

20.03

- (a) An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer
- (b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

20.04

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

20.05

- (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 incremental rate increases and 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 the same rate of pay. The employee shall receive incremental rate increases on the same basis as if he or she had not been reclassified but shall not receive negotiated salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.
- (c) An employee who is demoted shall receive the lesser of his or her current rate of pay and the maximum incremental rate in the new position.

20.06

Clause 20.05 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 lesser of the maximum rate for the new position and his or her current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds his or her current rate in accordance with **Clause 20.07**.

20.07 Pay Increments

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is one (1) year from the anniversary date in the position.

A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid.

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.
- (c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

20.08

- (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 maximum incremental rate for the new 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.

20.09

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

20.10

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

20.11

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 (1) shift (including designated holidays), the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with **clause 20.03**. An employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

20.12

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.

21.00 TRAVEL TIME

21.01

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.

21.02

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

21.03

When an employee is required to travel outside his or her headquarters area on Authority business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 21.04 and 21.05. Traveling time shall include time necessarily spent at each stopover enroute provided such stopover is not longer than three (3) hours.

21.04

For the purposes of clauses 21.03 and 21.05, the travel time for which an employee shall be compensated is as follows:

- (a) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (b) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or work place;
- (c) in the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travel time shall not exceed that which would have been payable under the Employer's original determination.

21.05

If an employee is required to travel as set forth in clauses 21.03 and 21.04:

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

21.06

- (a) Upon request of an employee and with the approval of the Employer, compensation at the applicable rate of pay earned under this Article may be granted in compensatory leave with pay.
- (b) Compensatory leave with pay not used by the end of a twelve month (12) period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate

of appointment of the employee's substantive position at the end of the fiscal year.

22.00 SUSPENSION AND DISCIPLINE

22.01

An employee may be disciplined for just cause. Just cause shall include, but is not limited to unsatisfactory work performance. When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing by Registered Mail of the reason within a three-day period.

An employee who does not receive the written reason for suspension, or discharge, at the time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is received.

22.02

The Employer shall notify the local President of the Alliance, 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.

22.03

An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen (14) days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report placed on the employee's file. The Employer will initiate any disciplinary investigation no later than fifteen (15) days after the incident comes to the Employer's attention and shall advise the local President, or his or her designee, that such investigation has commenced.

22.04

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

22.05

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

23.00 EMPLOYEE PERFORMANCE REVIEW

23.01

- (a) Upon the request of an employee or where the Employer has reasonable cause for concern about an employees performance, an employee performance review may be conducted.
- (b) 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.

23.02

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

23.03

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

23.04

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

23.05

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 22.

23.06

Upon written request of an employee, the personnel file of that employee shall be made available once per year for his/her examination in the presence of an authorized representative of the Employer. Additional requests will not be unreasonably denied.

24.00 HEALTH AND SAFETY

24.01

- (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 addition 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) 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.
- (c) 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 endeavor 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.
- (d) It is agreed that the Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for training will not suffer a loss of regular earnings to attend first aid courses. All firefighters shall be first aid certified to St. John Ambulance Certification Standards.

24.02

Assignment of duties shall be in accordance with Part II of the Canada Labour Code.

24.03 Maternity-Related Reassignment Or Leave

An employee, who is pregnant or nursing, may during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth. Request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child.

24.04

An employee's request must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

24.05

An employee who has made a request is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

- (a) modifies her job functions or reassigns her,
or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

24.06

Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

24.07

Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable. The Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

24.08

An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

25.00 STAFFING PROCEDURE

25.01 PROBATION PROCEDURE

This Agreement will only apply to positions in the bargaining unit.

25.02

All newly hired employees shall complete a six- (6) month probationary period.

25.03

Notwithstanding the employee's right to grieve discipline, up to and including discharge, release of a probationary employee shall be deemed to have been for just cause under the provisions of this Agreement. Except that the Employer shall bear onus of

establishing it acted reasonably, in the event it judges an Employee unsuitable for permanent employment with the Employer.

25.04

A probationary employee shall have at least one (1) performance evaluation completed at approximately the mid-point of the probationary period (or sooner, if warranted).

25.05

When a probationary employee is terminated, the Employer shall provide a notice in writing to the employee.

25.06 JOB POSTING PROCEDURE

This agreement and procedure will apply to all positions whether existing or newly created, with the St. John's International Airport Authority

Definition:

DAYS: For the purpose of Job Posting, periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days.

- (a) The Employer shall post all vacancies, including newly created positions in the bargaining unit.
- (b) Notwithstanding the provisions of (a) above, the Employer is not required to post vacancies used for the purpose of the accommodation of an Employee disabled within the meaning of the Canada Human Rights Act
- (c) The postings shall be a minimum of fifteen (15) days. The Employer and the Union shall consult on the location of Notice Boards.
- (d) Except where a posting has been cancelled, in the event that a revised posting is issued prior to the closing date, the original date of the posting shall be extended by (7) seven days.
- (e) The posting shall contain the following information:
 - (i) summary of duties of the position to be filled;
 - (ii) salary of the position;
 - (iii) closing date of the posting;

- (iv) qualifications applicable to the position, including education, knowledge, abilities, skills and experience, and such qualifications to be established in a fair and reasonable manner;
- (v) The Employer may consider an applicant with demonstrated abilities and experience in Lieu of other relevant qualifications, in such case the Employer shall so state on the posting.
- (f) The Employer shall provide the Union with a copy of the posting prior to posting on the Notice Boards.
- (g) All non-probationary employees who apply for a job posting shall be considered to be candidates in the selection process and shall be entitled to have their qualifications for the position assessed by the Employer. The qualifications of the candidates for the position will be evaluated against the posted qualifications and testing criteria of the position(s), the candidate with the most seniority meeting the required qualification for the position will be selected.
- (h) For the purposes of paragraph (g), seniority is defined as the length of continuous employment with the St. John's International Airport Authority and the Federal Government, provided that the employee accepted the offer of employment from the St. John's International Airport Authority at the time of transfer from the Federal Government.
- (i) All candidates shall be advised of the results within (7) days after the selection decision is made, and the name(s) of the successful candidate(s) will be posted.
- (j) Upon written request, unsuccessful internal candidates will be advised of the reasons why they were unsuccessful in the selection process.
- (k) The Employer may establish an eligibility list by pre-posting positions and selecting candidates in advance, where there is reasonable expectation that other vacancies will occur in the same position during the life of the eligibility list. An eligibility list shall be for a maximum twelve- (12) month period.
- (l) The Employer reserves the right to seek and consider applications from outside the bargaining unit, where a qualified candidate cannot be found within the bargaining unit(s) or by mutual consent of the parties.
- (m) The Employer is not required to post vacancies when the appointment is to be the same classification and level as the Employee's current permanent appointment.
- (n) An Employee may, prior to or during a leave of absence of more than three (3) weeks and less than eight (8) weeks, file an intention to apply on potential

postings. The Employee shall only be awarded the position if available for the selection process and able to return to work at the end of the leave period.

- (o) The Employer's obligations under this agreement shall be exercised in a nondiscriminatory manner.

26.00 GRIEVANCE PROCEDURE

26.01

The parties agree that discussions should occur between Employees, Union representatives, and the Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between Employees, Union representatives and Employer representatives,

26.02

If a difference arises between the Employer and Employee(s), an informal meeting shall take place between the parties in the dispute, at the workplace. The Employee shall have the right to have a Union representative present at this meeting. The meeting will be held in private. Where discussions on problems or differences occur, the time limits in .09 will not commence until 2 days after the beginning of these discussions.

26.03

If any dispute arises between:

- (a) the Employer and an Employee(s) or,
- (b) the Employer and the Union and the difference cannot be resolved at the informal meeting outlined in Section .02, concerning the interpretation, application, operation or any alleged violation of the Agreement, the Employee(s) or the Union shall have the right to file a grievance. Grievances must have the approval and support of the Bargaining Agent (Member of The Local Executive)

The Employer shall have the right to file a grievance concerning the interpretation, application, operations or any alleged violation of the Agreement. The Employer grievance shall be formally discussed with the Union for the purpose of resolution; if the matter is not thus settled, then it may proceed to arbitration.

26.04

The time limits set out in the Grievance and Arbitration procedures are mandatory and not discretionary. In calculating all time limits, Saturday's, Sunday's and designated holidays shall be excluded. If the time limits set out 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.

26.05

A grievance initiated by the Union, or a grievance involving the termination of employment, job posting, classification, safety or health or harassment, shall be processed at Stage 2. Grievances involving the Union shall be responded to within ten (10) days.

26.06

Employee(s) shall have the right to be represented at any step of the grievance procedure. Subject to operational requirements, the employee(s) and the Union representative shall be given leave with regular pay to attend such meetings (excluding overtime).

26.07

When an Employee has asked or is obliged to be represented by the Alliance in relation to the representation of a grievance and a representative of the Alliance wishes to discuss the grievance with that Employee. The Employee and representative will each be given reasonable leave with pay for this purpose.

26.08

The Employer shall designate a representative at each level in the grievance procedure and shall inform each Employee of the title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the Employees to whom this grievance procedure applies.

26.09

Stage 1 (described in 26.10) may be bypassed, by mutual written agreement of both parties.

26.10 (Stage 1)

Within twenty-five (25) days of the Employee(s) becoming aware of the matter-giving rise to the grievance. The Employee(s) or the union may submit a written grievance to

the Employers Representative, including a general statement of the grievance, the Article of the Agreement considered to have been violated and the redress requested. Within twenty-five (25) days of the receipt of the grievance, the employers' representative shall give written response to the Employee(s) and the Union representative. Should the Employer fail to respond within the time limits provided for in this clause, the grievance shall be deemed to be allowed.

26.11 (Stage 2)

If the grievance is not settled to the Grievor's satisfaction at Stage 1, the Grievor may transmit the grievance to Employer Representative at Stage 2 within twenty-five (25) days. Management shall give written response delivered confidentially only to the Employee, the Union representative and Human Resources representative within twenty-five (25) days of the receipt of the grievance at Stage 2. Should the Employer fail to respond within the time limits provided for in this clause, the grievance shall be deemed to be allowed.

26.12

If the grievance is not settled to the satisfaction of the Grievor at Stage 2, the Grievor may refer the grievance to arbitration within twenty-five (25) days. The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days.

27.00 ARBITRATION

27.01

The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days as calculated in **Article 26** after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

27.02

In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

27.03

The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge

or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income. The arbitrator shall render his award within a reasonable period.

27.04

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

27.05

Each party shall bear half (112) the cost of the arbitrator. Employee(s) involved and union representatives shall be given leave with pay to attend arbitration hearings. The number of union representatives to attend arbitration hearings is to be discussed and agreed upon between union and management.

27.06

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

27.07 - Expedited Arbitration

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

Procedure

- (a) grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- (b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- (c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- (d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- (e) the decision of the Arbitrator shall not constitute a precedent and shall not be referred to in subsequent arbitrations;

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

28.00 EMPLOYEE STATUS

28.01 Term Employees

Term employees are employees hired for a fixed period of six (6) months or longer 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 provision. The parties agree that if an employee's term appointment extends beyond three (3) years the employee will be granted non-probationary indeterminate employment status.

28.02 Casual Employees

A casual employee is an employee hired for a period of less than six (6) months to fill a temporary vacancy. Casual employees are covered by all provisions of this agreement, except the severance pay provisions.

28.03 Full-Time Employees

A full-time employee is an employee hired for an indeterminate period who has completed the probationary period. A full-time employee is entitled to all of the provisions of the collective agreement.

28.04 Seasonal Employees

A seasonal employee is a full-time employee who works a predetermined work schedule(s) during a part or parts of the year. A seasonal employee is entitled to all of the provisions of the collective agreement during their period of employment and will continue to receive the health care and dental coverage during the off-season, at no cost to the employee. Seasonal employees will be seasonally laid-off and recalled in Order of Seniority for the work seasons.

28.05 Excluded Employee

Excluded employee is a person who is excluded from the bargaining unit and is not covered by the provisions of this collective agreement.

29.00 HOURS OF WORK

29:01

Unless otherwise agreed the employer shall schedule hours of work for all employees on the following basis:

- (i) For blue-collar employees; five (5) consecutive days per week on a regular and non-rotating basis, Monday-Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m. The employer shall schedule the hours of work so that these employees work forty (40) hours per week, eight (8) consecutive hours per day, exclusive of a 1/2 hour lunch period.
- (ii) For administrative staff; five consecutive days per week on a regular and non-rotating basis, Monday - Friday inclusive, between the hours of 7:00 a.m. and 5:00 p.m. The employer shall schedule the hours of work so that these employees work thirty-seven and one half (37 1/2) hours per week, seven and one half (7 1/2) consecutive hours per day, exclusive of 1/2 hour lunch period.
- (iii) For seasonal employees the Employer shall schedule the hours of work so that employees work eight (8) consecutive hours per day (exclusive of 1/2 hour lunch period) and an average of forty (40) hours and five (5) days per week.
- (iv) Clause (i) is not used during winter operations for MDO's. A winter schedule to be determined by the employer will be in operation for the MDO group during the winter season, to provide twenty-four (24) hour coverage. The work schedule will be developed in accordance with the provisions of this Agreement.
- (v) For the Firefighter Group, the Employer shall schedule the hours of work in accordance with **Clause 29:02**.

Scheduling (Full Time and Seasonal (MDO) Employees -Winter Season)

- (a) Schedules of hours of work shall be posted at least fifteen (15) calendar days in advance of the starting date of the new schedule, and remain in effect for a period of not less than twenty-eight (28) calendar days.

- (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.
 - (v) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
 - (vi) No employee shall be required to work split shifts.
 - (vii) The employer will review with the local alliance representative any change in hours of work that the employer proposes to institute, when such changes will affect the majority of the employee governed by the schedule. In all cases following such a review, the employer will, where practical and based on operational requirements, accommodate such employee representatives.

Shift Schedule - Firefighter Group

"hours of work means the Employer will operate the firehall on a four-(4) platoon system. The shift schedule shall include ten (10) and fourteen- (14) hour shifts and will not be changed unless the operating status of the Airport changes and the level of service required at St. John's International Airport is less than twenty-four (24) hour coverage.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
B/C	B/C	D/A	D/A	D/A	D/C	B/C
C/D	C/D	A/B	A/B	A/B	A/D	C/D
D/A	D/A	B/C	B/C	B/C	B/A	D/A
A/B	A/B	C/D	C/D	C/D	C/B	A/B

Example: A/D. The first letter indicates the platoon working day shift and the second letter indicates the platoon working night shift. Hours of work shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of the schedule.

- (a) An employees scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work, the Employer agrees that no shift no shift schedule shall provide for split shifts.

- (b) The employer shall post a duty roster in the Fire Hall eight (8) days in advance
- (c) Subject to operational requirements and 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.
- (d) Shift schedule shall be posted in the firehall at the beginning of each fiscal year.
- (e) This clause does not limit the Employer from scheduling an employee to work outside the hours of work identified in the above work schedule , to instruct or receive training required by the Employer
- (f) Staffing requirements for the Emergency Response Services section of the St. John's International Airport shall be in accordance with the minimum manning standards as detailed under the Government of Canada Canadian Aviation Regulations(CAR's)

29.03

GENERAL PROVISIONS

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. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.

29.04

An employee whose scheduled hours of work are changed without six (6) days prior notice:

- (a) shall be compensated at the rate of time and one-half (1 1/2) for the first six-(6) hours worked on the shift in the new schedule, and double time (2X) thereafter. Subsequent shifts worked on the new schedule shall be paid for at straight time.
- (b) shall retain his or her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with the overtime provisions.

29.05

Subject to operational requirements and providing sufficient notice is given and with the approval of the Employer, an employee may exchange shifts if there is no increase in costs to the Employer.

29.06

- (a) The Employer will make every reasonable effort 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 situations, such employees, with the exception of Fire fighters, will be paid for the minimum 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 **clause 29.06(a)**, a specified meal break shall be scheduled as close to the mid-point of the shift as possible.

29.07 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.

29.08 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,
- (b) on the day it terminates where more than half of the hours worked fall on that day.

Accordingly the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift. The second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

29.09 Flexible Hours- (Clerical and Administrative Staff Only)

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

29.10 Compressed Hours of Work - (Clerical and Administrative Staff Only)

- (a) A compressed hours of work schedule is a schedule which has established normal scheduled daily hours in excess of those prescribed in **clause 29.01**.

- (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;
 - (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 twenty-eight (28) 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) Except where otherwise agreed in establishing a compressed workweek schedule, overtime for employees working a compressed workweek shall be compensated as follows:
- (i) for all hours worked up to the regular daily scheduled hours of work, straight time; and
 - (ii) for the overtime premium, equivalent time off in lieu will be granted.

Using the following basis:

Time and one-half (1.5X) for the first six (6) hours worked in excess of the employee's normal scheduled daily hours, and double (2X) time thereafter.

- (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 clause 13.01 Bereavement Leave With Pay and clause 13.08 Leave with Pay for Family Related Responsibilities; a "day" will have the same meaning as the provisions in the Agreement.

- (f) Schedules shall provide that an employee's normal workweek shall average the weekly hours per week specified in the Agreement over the life of the schedule. The maximum life of a schedule shall be twenty-eight (28) days.

30.00 OVERTIME

30.01 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 work area and work group, and
- (b) to give employees who are required to work overtime adequate advance notice of this requirement.

30.02 Overtime Compensation

An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Overtime work must be pre-authorized by the designated Employer representative to be eligible for compensation.

30.03

Overtime shall be compensated on the following basis:

FR GROUP

- (a) time and one-half (1½) for each hour worked, except as provided for in Clause 30.03 (b)
- (b) For Firefighters, employees are entitled to double (2) time compensation for each hour of overtime worked by the employee on the employees' second or subsequent day of rest, providing the days of rest are consecutive and contiguous.

GENERAL PROVISION EXCLUDING FR GROUP (c and d only)

- (c) time and one-half (1 ½) for the first six (6) hours of overtime worked, on a regular work day or an employees first day of rest, and double time (2X) thereafter.

- (d) double (2X) time for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may, however, be separated by a designated paid holiday.

30.04

Overtime shall be compensated in cash except where, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay. Compensatory leave may be taken at times convenient to the Employer and employee.

30.05

Compensatory leave with pay not used by the end of the fiscal year, will be paid for in cash at the employee's hourly rate of pay.

30.06

- (a) An employee who works three (3) or more hours of overtime, immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of **eight dollars (\$8.00)**, except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees' place of work.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of **eight dollars (\$8.00)** for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

30.07

Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

30.08

Subject to payroll requirements, the Employee shall be paid overtime earnings on the first payday subsequent to reporting the overtime.

31.00 CALL-BACK PAY

31.01

When 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) Three (3) hours pay at the applicable overtime rate; **Or**
- (b) The applicable rate of overtime for the time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- (c) Shall be paid minimum call back in no more than two (2) instances in one **(1)** eight-hour period.

31.02

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

32.00 MILEAGE PREMIUM

32.01

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 in accordance with L.O.U. #4 Travel Directive. This does not apply to regularly scheduled work, which falls on a designated holiday.

Note: LOU # 4 (Travel Directive) shall be amended to provide that the mileage rate in Schedule B (as per Article 3.3.3 of the Authority's Travel Policy) shall read thirty-eight cents (\$0.38) per kilometer, with a maximum of fifty (50) kilometers.

33.00 STANDBY

33.01

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 one-half hours pay for each four (4) consecutive hours or portion thereof that he or she is on standby.

33.02

An employee designated for standby duty will be available during the period of standby at a known telephone number and be available to return for duty promptly if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties. Subject to operating and weather conditions the employer will endeavor to provide as much advance of standby as practical.

33.03

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 31.00

33.04

Employees designated for standby duty are expected to be available when called. Employees who do not report for duty shall not receive standby.

34.00 SHIFT PREMIUMS

34.01 Shift Premium

An employee working on shifts shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked, or portion thereof, including overtime hours, between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

34.02 Weekend Premium

Employees shall receive an additional premium of one dollar (\$1.00) per hour for all hours worked or portion thereof, including overtime hours, worked on a Saturday and/or Sunday.

35.00 VACATION LEAVE

35.01 General

Employees will be notified, in writing, of their vacation balance by the end of March.

35.02 Vacation Year

The vacation year shall be from April 1st to March 31st.

35.03 Vacation Service

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

- (a) the length of continuous service with the Authority for employees hired subsequent to December 1, 1998.
- (b) the length of continuous service with the Authority and the Federal Government, for former Transport Canada employees who joined the Authority at the date of transfer, December 1, 1998.
- (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.

35.04 Vacation Entitlement

Provided that an employee has completed six (6) months of continuous service, the employee may be granted vacation leave in advance of the credits earned during such vacation year, and will be advanced credits equivalent to the anticipated credits for each subsequent vacation year. 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) day/shift, the entitlement shall be increased to the nearest half (1/2) day/shift.

35.05 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 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs,
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs,

- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's seventeenth (17th) anniversary of continuous service occurs, and
- (d) two and one-half (2 1/2) days commencing with the month in which the employee's twenty-fifth (25th) anniversary of continuous service occurs.

35.06 Accumulation of Vacation Leave (Fire fighter)

An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a fiscal year, shall earn vacation leave at the following rates:

- (a) eleven (11) shifts per fiscal year if the employee has completed less than eight (8) years of continuous employment;
- (b) fourteen (14) shifts per fiscal year if the employee has completed between eight (8) and seventeen (17) years of continuous employment,
- (c) eighteen (18) shifts per fiscal year after the employee has completed between seventeen (17) and twenty-five (25) years of continuous employment, and
- (d) twenty-one (21) shifts per fiscal year after the employee has completed twenty-five (25) years of continuous employment.

35.07

An employee who has not earned pay for the number of shifts or days specified in **Clause 35.05 or 35.06** for each calendar month of a fiscal year. Will earn vacation leave at one-twelfth (1/12) of the rates specified for each calendar month in which the employee earns pay for the specified number of shifts or days.

35.08 Scheduling of Vacation Leave (Firefighters)

In scheduling vacation leave with pay to an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort to

- (a) not to recall an employee to duty after the employee has proceeded on vacation leave;
- (b) grant the employee's vacation leave during the fiscal year for which it is earned, if so requested by the employee not later than June 1;
- (c) comply with any request made by an employee before June 1 that the employee be permitted to use in the following fiscal year any period of vacation leave of four (4) days or more earned by the employee in the current year;

- (d) grant the employee vacation leave for at least fourteen (14) consecutive days if so requested by the employee not later than June 1;
- (e) grant the employee's leave on any other basis requested by the employee if the employee makes the request not later than June 1;
- (f) grant an employee vacation leave when specified by the employee if
 - (i) the period of vacation leave requested is less than a week, and
 - (ii) the employee gives the Employer at least two (2) days' advance notice for each day of vacation leave requested;
- (g) ensure that, at the request of the employee, vacation leave in periods of two (2) weeks or more is started following a scheduled period of rest days.

35.09 Scheduling (Except Firefighters)

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

The Employer shall, subject to operational requirements, make every reasonable effort to:

- (a) provide an employee's vacation leave in an amount and at such time as the employee may request.
- (b) not to recall an employee to duty after the employee has proceeded on vacation leave:
- (c) not to cancel nor alter a period of vacation leave which has been previously approved in writing.
- (d) employees shall advise the Employer of their Vacation requirements by no later than May 15 of each calendar year.

GENERAL PROVISIONS

35.10 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.

35.11

- (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses, when supported by applicable receipts and vouchers.
- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 35.08 (a) to be reimbursed for reasonable expenses incurred by the employee.

35.12 Leave When Employment Terminates

- (a) When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid any outstanding vacation pay at the employee's current rate of pay.
- (b) The employer shall grant the employee any vacation earned but not used by the employee before the employment is terminated if the employee so requests, because of a requirement to meet minimum service requirements for severance pay.
- (c) Where an employee dies or otherwise terminates employment after a period of continuous employment of less than six (6) months. The employee or the employee's estate shall, in lieu of earned vacation leave, be paid an amount equal to four percent (4%) of the total of the pay and compensation for overtime received by the employee during the employee's period of employment.
- (d) An employee whose employment is terminated by reason of a declaration that he or she abandons his or her position. Is entitled to receive the payment referred to in Clause 35.12 (c) if he or she requested within six (6) months following the date upon which his or her employment is terminated.

35.13

The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in Clause 35.08 or 35.09.

35.14 Carry-Over Provisions

Where in any vacation year an employee has not been granted all of the vacation leave credited to the employee, the unused portion of the employee's vacation leave up to a maximum of one (1) years credit shall be carried over into the following fiscal year. All unused vacation leave credits in excess of one (1) year's credit shall be automatically paid in cash. At his or her daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment, of his or her substantive position on the last day of the vacation year.

35.15 Advance Payment of Vacation

- (a) The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.
- (b) Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation leave shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

35.16

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

36.00 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 39.02 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 39.02, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

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

36.05

During the notice period described in Article 39.02, 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 effect 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 an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Article 39.02; the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

37.00 REGISTRATION FEES

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.

38.00 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. In addition, the President and Chief Executive Officer of the SJIAA will meet annually with Union representatives.

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.

39.00 BARGAINING UNIT WORK

39.01

Duties normally performed by employees within the bargaining unit will not be performed by excluded supervisory staff except where no other employee is available or for training purposes.

39.02

Volunteers will not do bargaining unit work.

39.03

The employer will not contract out bargaining unit work except in cases of emergencies where no employee is available.

39.04

Seasonal employees are employees hired primarily for winter season work in airfield operations as field maintenance operators. Seasonal employees shall have the first opportunity for recall to perform other work, which they may be qualified to perform.

40.00 APPRENTICESHIP

40.01

An employee selected to participate in an apprenticeship program who is already employed by the Authority shall not have his/her pay reduced while in the program. The employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage of the journey person's rate of pay as established by the Apprenticeship Act. The Employer will supplement any training allowance or UIC benefit to 95% of the apprentice's base salary and will ensure no loss of benefits (including health and pension) 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 enrolled in the apprenticeship program training school shall not be entitled to premium payments (including overtime, call-back, reporting pay, or shift premiums).

41.00 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 hiring or by written request, an employee shall be provided with the current statement of the duties and responsibilities of his or her position, including the classification level, point ratings with rationale, current rate of pay, and an organization chart depicting the positions' place in the organization.

41.03

During the term of this Agreement the Employer and the Union will review the appropriateness of the position classification system and its compliance with legislation. Until such time as a new classification system has been developed in accordance with Letter of Understanding#1, the present system will be continued.

42.00 AGREEMENT REOPENER

This Agreement may be amended only in writing and by mutual consent.

43.00 PARKING

The Employer will provide free parking in designated areas to all employees.

44.00 STANDARD OPERATING PROCEDURES

44.01

Standard operating procedures implemented by the Authority 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.

45.00 CLOTHING POLICY

45.01

The Employer will provide uniforms and protective clothing on an individual basis to those employees who are required by the Employer to wear them on duty.

45.02

The following outlines the clothing to be provided:

Trades persons/operators

Initial issue:

Pants	2
Shirts	4 (any combination of long or short sleeves)
Coveralls	2
Jacket	1
Sweater	1
Cap	1

Clothing issue will be for a twenty-four (24)-month period from time of issue, or as required. Alterations required after initial fitting will be the responsibility of the individual.

Rainwear will be provided where circumstances are warranted.

45.03

Supply and installation of identification crests will be the responsibility of the Employer.

45.04

The Employer will supply one (1) parka every three- (3) years, if required, to employees who work outdoors on a regular basis.

45.05

The Employer agrees to provide the following safety (protective) equipment:

Safety hat, safety eyewear protection, protective gloves, safety vests and hearing protection. In the case of safety footwear, the employee will be required to pay the first fifty (\$50.00) and the remainder, at a mutually agreed upon cost, will be paid by the Employee. This clause does not include any item (s), the cost of which may be covered under any other agreement or agency.

45.06

The Employer will provide one (1) pair of sunglasses to all maintenance employees on a twenty-four-- (24) month basis.

45.07

Parkas will be cleaned annually, or as needed, by the Employer at no cost to the employee.

45.08

The Employer will continue to provide a clothing washer and dryer onsite for the purpose of cleaning coveralls.

45.09

Uniform clothing issued under this clause shall be worn by the employee at all times during normal and overtime hours of work. The employee is expected to keep clothing clean and in good state of repair at all times, and is not required to return such clothing to the employer.

45.10

Clothing Policy (FR Specific)

<u>Initial Issue</u>	<u>(New Employee)</u>	<u>Replacement Cycle</u>
Dress Pants	(1)	As required.
Dress Tunic	(1)	As required.
Dress Hat	(1)	As required.
Suit Bag (Storage)	(1)	As required.
Work Pants	(2)	2 per year.
Shirts	(4) (Long or short choice)	4 per year.
Belt	(1)	1 every 3 years.
Ties	(1)	As required.
Summer Jacket	(1)	1 every 4 years.
3 Season Jacket	(1)	1 every 4 years.
Sunglasses	(1)	As required.
Ball Caps	(1)	1 per year.
Coveralls	(2) (Good Quality)	1 per year.
Wool Sweater	(1)	As required.
Winter Gloves	(1)	As required.
Winter Hat	(1)	As required.
T-shirt's	(4)	2 per year
Safety Shoes.	(1)	Employee to pay first fifty (\$50.00) Remainder to be covered by employer at mutually agreed upon price. One (1) per year.

<u>Initial Issue</u>	<u>(New Employee)</u>	<u>Replacement Cycle</u>
----------------------	-----------------------	--------------------------

Protective Gear

Bamas	(1) pr	Annually or as required.
Bunker Boots	(1)	As required.
Bunker Pants	(1)	As required.
Bunker Jacket	(1)	As required.
Helmet and Visor	(1)	As required.
Balaclava	(1)	As required.
FF Gloves	(1)	As required.
Work Gloves	(2)	2 per year.
Pocket Mask	(1)	As required.
SCBA Facepiece	(1) (Incl. spectacle kit if required)	As required.

Any additional clothing or equipment deemed necessary by the employer will be supplied by the employer.

Identification crests required shall be supplied and affixed by the employer.

Employer shall provide bedding.

Employees shall maintain their clothing items, and will agree to provide two members to a clothing committee.

46.00 PHYSICAL FITNESS STANDARD (Firefighters)

- (a) The physical fitness standard for firefighters, include frequency of testing, shall be based upon the prevailing Transport Canada standard approved for airport operations. A Joint Union/Management Advisory Committee shall be established to provide input to fitness standards and testing, in the event the Employer undertakes to depart from the Transport Canada Standard. Any different standard implemented shall be a reasonable one. Employees will be give reasonable opportunity to meet the standard.
- (b) Operating condition permitting, the Employer shall schedule employees for exercise (1) one hour per shift on physical fitness apparatus or facilities provided by the employer. The union shall be consulted with respect to selection of such apparatus or facilities. Unavailability of exercise time shall not constitute justification for failure to meet the physical fitness standards. An employee who fails to meet the standard will be afforded a retest within (30) thirty days. Should the employee fail the re-test, he/she will be given a third and final opportunity to meet the standard at any time within the next (60) sixty days.
- (c) Testing shall be designed in blocks related material and any re-testing shall be restricted to these blocks of material where the employee has failed to meet the standard.

- (d) Should the standards of a re-test not be met and for a six (6) month period following the date of the initial test, the employee:
 - (i) Shall be eligible for assignment, without posting, to any vacant position in the bargaining unit for which the employee is qualified or could qualify within a training period.
 - (ii) May, at any time during this period, elect that his or her employment be terminated and receive severance pay in accordance with **Article 16.00**.
 - (iii) At any time during this period, the employee will continue to be given an opportunity to meet the standard and be re-tested.
- (e) In the event the employee has not obtained alternate employment with the Employer after the expiration of the six (6) month period, nor elected the options in (d) above, he or she shall be paid severance pay and his or her employment shall be terminated. An employee who refuses to accept alternate employment with the Employer shall be deemed to have abandoned his or her position and his or her employment shall be terminated.
- (f) The physical fitness standard will apply to all firefighters with the exception of administrative or training personnel who are not operational firefighters.

47.00 LEGAL AID

The employer shall undertake to assure legal defence of any employee who is sued as a result of acts arising from the normal, non negligent performance of his or her duties.

48.00 INSURANCE PLANS

The employer agrees to continue the present Employee Insurance Plan, including premiums.

49.00 HEALTH CARE PLAN

49.01 Disability

The employer will continue to provide Disability Insurance currently received in the main contract by Manulife Financial. Coverage and benefits will not be altered without mutual consent. The employee will pay 15% of the premium. The employer will pay 85% of the premium.

49.02 Health Care Plan

- (i) The employer will continue to provide Health Care Insurance currently received in the main contract by Manulife financial. Coverage and benefits will not be altered without mutual consent. The employer will pay 100% of the premium.
- (ii) All eligible new hires after the date of signing this agreement will cost share benefit plan premiums with SJIAA at the rate of seventy percent (70%) paid by the SJIAA and thirty percent (30%) paid by the employee; For the purpose of this clause, new hires mean persons excluding those employed with the Authority as of March 9, 2003 and Gary Furlong should he be rehired by the Authority

50.00 PENSION PLANS

- (i) The employer agrees to continue the present Employee Pension Plan, including present premium policy.
- (ii) The authority shall have the right to place new hires to a defined contribution benefit plan to be a cost shared plan at the rate of five percent (5%) employee paid and seven percent (7%) SJIAA paid, based on regular salary. The UMC shall discuss the detail of the plan. For the purpose of this clause, new hires mean persons excluding those employed with the Authority as of March 9, 2003 and Gary Furlong should he be rehired by the Authority

51.00 DURATION

51.01

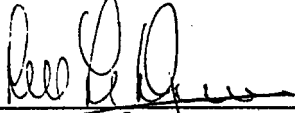
The Agreement shall expire on November 30, 2005.

51.02

Unless otherwise expressly stipulated, the provisions of this Agreement shall be become effective on the date it is ratified.

SIGNED AT ST. JOHN'S, NL, this 13rd day of the month of April, 2004.

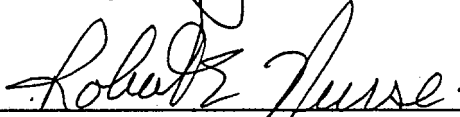
ST. JOHN'S INTERNATIONAL
AIRPORT AUTHORITY



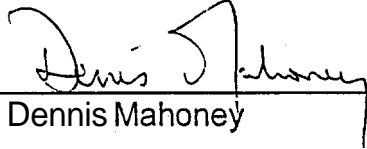
Rex LeDrew



Kelly Jamieson

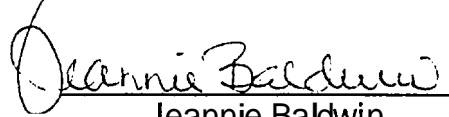


Robert Nurse

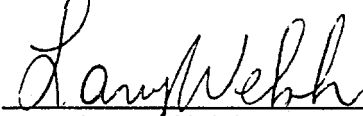


Dennis Mahoney

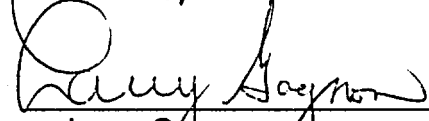
THE PUBLIC SERVICE
ALLIANCE OF CANADA



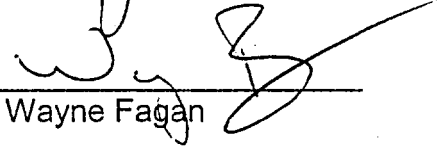
Jeannie Baldwin



Larry Welsh



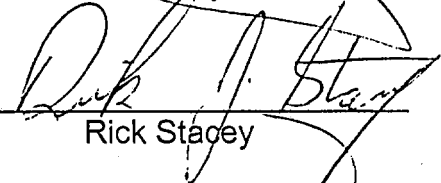
Larry Gagnon



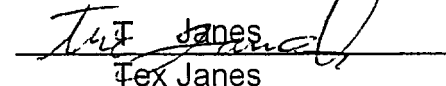
Wayne Fagan



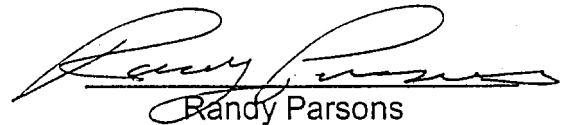
Chris Bussey



Rick Stacey



Tex Jones



Randy Parsons

Appendix "A" - Annual Rated Employees

Appendix "B" - Hourly Rated Employees

Appendix "C" - Pay Notes

APPENDIX "A"

ANNUAL RATES

Clerical, Administrative & FR Group Positions

- A) Effective December 1, 2001 - 4%
- B) Effective December 1, 2002 - 2%
- C) Effective June 5, 2003 - 2.5%
- D) Effective December 1, 2003 – COLA increase (3%-5%)*
- E) Effective December 1, 2004 – COLA increase (3%-5%)*

*The COLA increase for December 1, 2003 and December 1, 2004 shall be determined using the Consumer Price Index, which increase shall not exceed five percent (5%), and shall not be less than three percent (3%) - See CPI Formula in Note 1

CPI Formula Note 1:

- D* The COLA percentage increase for December 1, 2003, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2003 (A) less CPI for November 2002 (B)}}{\text{CPI for November 2002 (B)}} \times 100\%$$

- E* The COLA percentage increase for December 1, 2004, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2004 (A) less CPI for November, 2003 (B)}}{\text{CPI for November, 2003 (B)}} \times 100\%$$

CPI means 'Consumer Price Index' for the period identified above under the heading Core CPI, for "All Items" for St. John's, Newfoundland and Labrador, Canada as published in the last monthly issue for the October 2003 and October 2004 figure by Statistics Canada or any publication replacing same.

CR-04

Group	Rate	Dec 1/01	Dec 1/02	Jun 5/0	Dec 1/03	Dec 1/04
		\$27,651	\$28,484	\$29,317	\$30,144	
A		\$29,587	\$30,478	\$31,369	\$32,254	
B		\$31,066	\$32,002	\$32,938	\$33,867	
C		\$32,309	\$33,282	\$34,255	\$35,221	

*Includes the current \$994 pay equity adjustment folded into base rate.

FI-01

*From		\$27,651	\$28,484	\$29,317	\$30,144
A		\$29,587	\$30,478	\$31,369	\$32,254
B		\$31,066	\$32,002	\$32,938	\$33,867
C		\$32,309	\$33,282	\$34,255	\$35,221

*Includes the current \$994 pay equity adjustment folded into base rate.

ST-SCY-02

*From		\$26,119	\$26,895	\$27,668	\$28,439
A		\$27,947	\$28,778	\$29,605	\$30,430
B		\$29,345	\$30,217	\$31,085	\$31,951
C		\$30,518	\$31,425	\$32,328	\$33,229

*Includes the current \$1,289 pay equity adjustment folded into base rate.

PM-03

From	\$38,643	\$40,202	\$41,754	\$43,313
A	\$41,348	\$43,016	\$44,678	\$46,345
B	\$43,415	\$45,167	\$46,911	\$48,662
C	\$45,152	\$46,974	\$48,787	\$50,609

APPENDIX "A"

ANNUAL RATES

Firefighter

- A) Effective December 1, 2001 - 4%
- B) Effective December 1, 2002 - 2%
- C) Effective June 5, 2003 - 2.5%
- D) Effective December 1, 2003 – COLA increase (3%-5%)*
- E) Effective December 1, 2004 – COLA increase (3%-5%)*

*The COLA increase for December 1, 2003 and December 1, 2004 shall be determined using the Consumer Price Index, which increase shall not exceed five percent (5%), and shall not be less than three percent (3%) - See CPI Formula in Note 1

CPI Formula Note 1 :

- D* The COLA percentage increase for December 1, 2003, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2003 (A) less CPI for November 2002 (B)}}{\text{CPI for November 2002 (B)}} \times 100\%$$

- E* The COLA percentage increase for December 1, 2004, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2004 (A) less CPI for November, 2003 (B)}}{\text{CPI for November, 2003 (B)}} \times 100\%$$

CPI means "Consumer Price Index" for the period identified above under the heading Core CPI, for "All Items" for St. John's, Newfoundland and Labrador, Canada as published in the last monthly issue for the October 2003 and October 2004 figure by Statistics Canada or any publication replacing same.

Firefighter and Lieutenant increments are annually.

Step	Dec 1/01	Dec 1/02	June 1/01	Dec 1/03*	Dec 1/04*
Recruit					
	\$34,265.00	\$35,635.60	\$36,348.31	\$37,257.02	38,374.73
	\$36,406.00	\$37,862.24	\$38,619.48	\$39,584.97	40,772.52
					39,525.97
					41,995.70
Firefighter					
	\$39,192.00	\$40,759.68	\$41,574.87	\$42,614.25	43,892.67
	\$40,205.00	\$41,813.20	\$42,649.46	\$43,715.70	45,027.17
	\$41,240.00	\$42,889.60	\$43,747.39	\$44,841.08	46,186.31
	\$42,606.00	\$44,310.24	\$45,196.44	\$46,326.36	47,716.15
	\$44,012.00	\$45,772.48	\$46,687.93	\$47,855.13	49,290.78
					45,209.45
					46,377.99
					47,571.90
					49,147.63
					50,769.51
Lieutenant					
	\$43,408.00	\$45,144.32	\$46,047.21	\$47,198.39	48,614.34
	\$44,875.00	\$46,670.00	\$47,603.40	\$48,793.49	50,257.29
	\$46,353.00	\$48,207.12	\$49,171.26	\$50,400.54	51,912.56
					50,072.77
					51,765.01
					53,469.94
Captain					
	\$49,284.00	\$51,255.36	\$52,280.47	\$53,587.48	55,195.10
					56,850.96

Note: * D and E years are done as an increase of 3% each the increase for both years could be to a maximum of 5% per annum based on COLA formula.

NOTE: Recruit increments are three (3) months.

APPENDIX "B"

General Labour & Trades Hourly Rates of Pay

- A) Effective December 1, 2001 - 4%
- B) Effective December 1, 2002 - 2%
(Additional 3% market adjustment for VHE's & EIM's)
- C) Effective June 5, 2003 - 2.5%
(Additional 2% market adjustment for VHE's)
- D) Effective December 1, 2003 – COLA increase (3%-5%)*
- E) Effective December 1, 2004 – COLA increase (3%-5%)*

- - The COLA increase for December 1, 2003 and December 1, 2004 shall be determined using the Consumer Price Index, which increase shall not exceed five percent (5%), and shall not be less than three percent (3%) - See CPI Formula in Note 1

CPI Formula Note 1:

- D* The COLA percentage increase for December 1, 2003, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2003 (A) less CPI for November 2002 (B)}}{\text{CPI for November 2002 (B)}} \times 100\%$$

- E*. The COLA percentage increase for December 1, 2004, to be not less than three percent (3%) and not more than five percent (5%), shall be determined as follows:

$$\frac{\text{CPI October, 2004 (A) less CPI for November, 2003 (B)}}{\text{CPI for November, 2003 (B)}} \times 100\%$$

CPI means "Consumer Price Index" for the period identified above under the heading Core CPI, for "All Items" for St. John's, Newfoundland and Labrador, Canada as published in the last monthly issue for the October 2003 and October 2004 figure by Statistics Canada or any publication replacing same.

Group	Rate	Dec 1/01	Dec 1/02	Jun 5/03	Dec 1/03	Dec 1/04
MDO-06	\$15.93	\$16.57	\$16.91	\$17.34	\$17.86*	\$18.40*
MDO-07	\$16.43	\$17.09	\$17.44	\$17.88	\$18.42*	\$18.98*
VHE-09	\$16.92	\$17.60	\$18.48	\$19.32	\$19.90*	\$20.50*
VHE-10	\$17.51	\$18.2	\$19.12	\$19.98	\$20.58*	\$21.20"
EIM-10	\$18.80	\$19.56	\$20.5	\$21.06	\$21.69*	\$23.02*
EIM-1 ■	\$20.03	\$20.83	\$21.88	\$22.43	\$23.68*	\$24.39*
-PIP-09	\$19.73	\$20.52	\$20.93	\$21.46	\$22.10*	\$22.77*
PIP-10	\$20.51	\$21.33	\$21.76	\$22.31	22.98*	\$23.67*

APPENDIX "C"

Pay Notes

Notes to Appendix C

Note 1 - Pay Equity

The employer undertakes to pay an equal wage adjustments or equivalent amounts ordered under payable by a Human Rights Tribunal or agreed upon between the parties, or otherwise arriving out of the PSAC complaints against Treasury Board on behalf of the CR & ST occupational group members. SJIAA is only responsible for any wage adjustments subsequent to December 1, 1998, less any pay adjustment already implemented.

Note 2 - Supervisory Rates

A I	B2	B3 C2	B4 C3 D2	B5 C4 D3 E2	B6 C5 D4 E3	B7 C6 D5 E4	C7 D6 E5	D7 E6	E7
4%	6.5%	11%	15%	19%	22.5%	26%	29.5%	33%	36.5%

LETTER OF UNDERSTANDING #1

Between

ST. JOHN'S INTERNATIONAL AIRPORT AUTHORITY

And

PUBLIC SERVICE ALLIANCE OF CANADA

Within ninety (90) days after the signing of the Collective Agreement the parties agree to meet and jointly develop a classification system applicable to all positions within the bargaining unit. The joint development of the classification system shall be completed ninety (90) days prior to the expiry of the collective agreement.

IT IS AGREED:

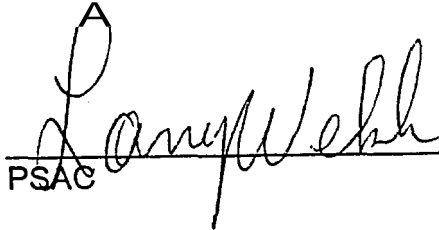
1. That a joint committee be formed with a maximum of two (2) local members being nominated by each party. Members will have equal status.
2. That the employees who participate as committee members do so without loss of salary including preparation for and attendance at meetings.
3. That a Job Evaluation Plan be devised by the Committee which will include establishment of: appropriate rating factors and their use, identifying and evaluating benchmark positions, the number of levels, and point boundaries.
4. That the Job Evaluation Plan will comply with the Canadian Human Rights Act.
5. That, based on recommendation by the committee, St. John's International Airport Authority will seek consulting services as deemed necessary to provide technical support and research.
6. That the committee be mandated:
 - To develop a communication plan to ensure employees are familiar with the process regarding the development of a new system of classification;
 - To obtain all the organizational information required to establish the plan; (e.g. Job descriptions and/or questionnaires, organization charts, etc.);

7. That the new classification system will be implemented once approved by the St. John's International Airport Authority and the Public Service Alliance of Canada.
8. That the parties will establish conversion rules as deemed appropriate.
9. Employees who are adversely affected by the new classification system will be salary protected in accordance with the salary-protected provision of the collective agreement.

This letter agreed to this 13th day of April 1999, at St. John's, Newfoundland.



St. John's International Airport Authority



PSAC

LETTER OF UNDERSTANDING #2

Between:

St. John's International Airport Authority

And

Public Service Alliance of Canada

Re: Pension Plan(s) and Applicable Pension Legislation

The parties hereby agree that when it becomes legally possible, the definition of "Spouse", as it relates to the Pension Plan(s) applicable to employees governed by the Collective Agreement, shall be as defined in this Collective Agreement.

Definition of Spouse

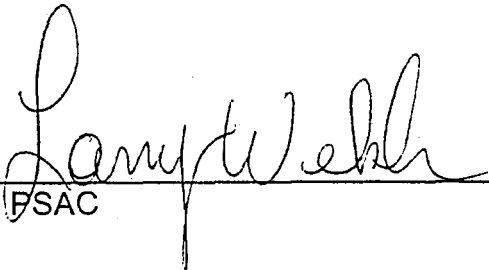
"Spouse" means the person the employee is legally married to or the person who, for a continuous period of at least one year, the employee has lived with, publicly represented that person to be his/her spouse and the spousal relationship has been recognized in the community or communities in which they have lived

This letter of understanding will be deemed to be part of the Collective Agreement.

This letter agreed to this 13th day of April, 1999 at St. John's, Newfoundland.



St. John's international Airport Authority



PSAC

LETTER OF UNDERSTANDING #3

Sick Leave Credits

Between - St. John's International Airport Authority - "the Authority"

And - Public Service Alliance of Canada - "the union"

Sick Leave Credits – Recognizing that there may be a mutual benefit in some sort of formula to buy out sick leave credits, Management agrees to explore such a formula during the life of the agreement. No other adjustments to Sick Leave shall be made at this time.

LETTER OF UNDERSTANDING #4

TRAVEL DIRECTIVE

TRAVEL POLICY GUIDELINES:

1.0 SCOPE

This Business Travel Policy is applicable to all staff of the St. John's International Airport Authority Inc. (hereafter referred to as "the Authority" or "SJIAA") traveling on behalf of the company. This Travel Policy is inclusive of all unionized workers under the Public Service Alliance of Canada, Local 90916 who are employed by the St. John's International Airport Authority, as well as Management, non-unionized staff, and the Board of Directors.

The St. John's International Airport Authority's policy is to ensure that all employees of the company who are traveling on company business or training, are afforded transportation and accommodation which are comfortable and of good quality. Traveling employees of the Authority are to be reasonably reimbursed (i.e. no gain or loss incurred by/to the employee or the employer) for expenses incurred.

2.0 RESPONSIBILITIES

The travel policy and procedure is maintained by the **Chief Financial Officer (CFO)** as approved by the President and Chief Executive Officer (CEO) and ultimately by the Board of Directors.

2.1 St. John's International Airport Authority's Responsibilities

The St. John's International Airport Authority shall be responsible and accountable for:

- (a) The implementation and maintenance of the travel policy.
- (b) Ensuring that the selection and acquisition of related travel arrangements (transportation, accommodation, advances, etc.) are consistent with the provisions of this policy.
- (c) Pre-authorization of travel on the designated form when feasible.
- (d) The verification and approval of travel expense claims on the designated form prior to reimbursement.
- (e) Reimbursement to traveling employees on a timely basis.

2.2 Traveling Employee's Responsibilities

The traveling employee shall be responsible and accountable for:

- (a) Obtaining prior authorization to travel.
- (b) Submitting all required travel requirements to the Travel Coordinator in necessary time to make travel arrangements.
- (c) Being responsible for the safeguarding of travel advances and funds provided.
- (d) Submitting fully completed travel expense claims on the authorized form with necessary supporting documentation, including receipts and explanations as required.
- (e) Submitting claims in a timely manner upon completion of travel as outlined.

3.0 PROCEDURES AND ELIGIBLE EXPENSES

3.1 Travel Authorization

All travel arrangements, except for the Board of Directors, must be arranged through and handled by the Travel Coordinator.

To request information on travel or to set up a specific trip itinerary, a "Travel Authorization" form must be completed (see Schedule A) by the individual employee. The traveling employee's immediate supervisors must approve all Travel Authorizations. **No travel arrangements will be finalized or booked until a Travel Authorization has been prepared and approved.**

Registration for conferences, seminars and courses is the responsibility of the traveler and will only be handled by the Travel Coordinator under special situations or by request.

3.2 Corporate Visa Cards

Each of the Managers, CEO and Supervisors has been issued a Corporate VISA card and is responsible for its safekeeping and its efficient and prudent use. This VISA card should be used for all possible business expenditures only while on a business trip. Use of the Corporate VISA card for personal purchases at any time is strictly prohibited. There are only a couple of exceptions to this rule. One would be for personal charges on the hotel bill that was charged to the VISA card, such as mini-bar charges, in which case the employee is responsible to reimburse the company upon submission of his/her expense report upon completion of the trip. The other would be for situations such as a

spouse's portion of a business entertainment meal that would again be reimbursed to the company upon submission of his/her expense report.

When the Authority does not provide a VISA card to an individual traveling employee, or in instances where the individual travel card is not honored, there is no objection to employees using their personal credit cards, provided the cost of the travel is not increased thereby. However, any extra costs incurred on Authority business travel by employees who do use personal credit cards in such circumstances are not reimbursable. This includes any service charges assessed by the credit card company.

3.3 Travel Advances

Employees on Authority business shall, to the extent feasible, be provided with a travel advance to cover travel expenses not paid directly by the employer. Travel advances should not be issued for services that can be purchased using an employee's Corporate VISA card.

The amount of the travel advance requested must be stated clearly on the Travel Authorization form and has to be approved by the employee's immediate supervisor. This travel advance cannot exceed the estimated total cost of the trip.

Upon completion of the business travel, an expense report reconciling the travel advance must be submitted to the Accounting Department within ten (10) working days of the employee returning from travel.

3.3 Travel Points and Other Promotions

Travel industry promotions are aimed at attracting business travelers and include benefits such as bonus air points or miles. Such bonus points or air miles may be accumulated by the employee for their own personal use.

Employees should not accept gratuitous travel or accommodation expenses from anyone while on SJIAA business that would be construed as placing them under obligation in the eyes of a third party.

Coupons, vouchers or other benefits received for such things as meals and accommodations should be used and claims shall not be made for any such meal or accommodation that have been provided free of charge to the traveler. An explanation should be written on the travel claim.

Neither the SJIAA nor its Travel Agent shall have any obligation or role in monitoring the employees travel air miles or administration of any type. Any income tax consequences as the result of using air miles accumulated through business travel is the responsibility of the employee.

3.3 Travel Costs

The following are guidelines in relation to various travel costs and are subject to change. The basic premise is to ensure that the costs associated with the travel are kept to a reasonable amount.

3.3.1 In Town Travel

In relation to after-hour courses undertaken by SJIAA employees, who have been approved by their supervisor, the SJIAA will reimburse the employee for the following costs within the St. John's city limits and surrounding areas:

- Parking
- Mileage (residence to institution and return)
- Books
- Tuition after the successful completion of course.

Employees will not be reimbursed for mileage incurred in the attendance at courses, within the city of St. John's limits, during normal business hours.

Costs associated with parking during attendance at course/seminar/meeting may be reimbursed through the petty cash fund with proper documentation.

All other costs will be paid to employees for attendance at seminars/courses during normal business hours.

3.3.2 Air Travel

Pre-planned air travel shall be booked (by the Travel Coordinator) sufficiently in advance to secure reduced fares whenever available as significant savings can be realized when trips are planned and arranged as far in advance as possible. Full fare economy may be authorized only when reduced fee seating is not available.

All flights will be economy class unless the flying time for a continuous segment or entire direct flight is five hour or more hours in duration, and Management authorizes the upgrade to business class for that portion of the flight that exceeds five hours in duration only. If the total flying time is of five or more hours in duration, but each segment is less than five hours (e.g. St. John's to Halifax, then Halifax to Montreal) then the entire flight must be economy class. Written justification of all upgraded travel shall be included on the "Travel Authorization" form.

The savings between the airfare without a Saturday night stay over (advance fare), and the cost of the ticket with a Saturday night stay over, may be used to fund a companion's travel, less any additional reimbursed expenses by the SJIAA such as hotels and additional per diems up to the amount of the savings. An example of this scenario is given below:

Cost of return ticket <u>without</u> weekend stay over:	\$ 3,000.00
Cost of return ticket <u>with</u> weekend stay over:	(\$1,000.00)
Cost of hotel for two additional nights:	(\$ 400.00)
Per Diem & incidentals for two additional days:	<u>(\$ 124.00)</u>
Savings that may be used to fund companion's travel:	<u>\$1,476.00</u>
 Companion's ticket	 (\$1,000.00)
 Savings to SJIAA:	 <u>\$ 476.00</u>

If, however, the total of the two tickets with a Saturday night stay over (employee plus companion) combined, along with the hotel bill for the extra nights, exceeds the cost of a return ticket without a weekend stay over, all extra charges are at the employees' own expense. An example of this scenario is given below, in which the employee in this case would not be able to claim per diems or any other expenses for the extra days on the weekend:

Cost of return ticket without weekend stay over:	\$3,000.00
Cost of return ticket with weekend stay over:	(\$1,300.00)
Cost of hotel for two additional nights:	(\$ 400.00)
Cost of companion's ticket with weekend stay over:	<u>(\$1,300.00)</u>
Savings to SJIAA	<u>\$ 0</u>

This situation can only be used when authorized by the traveling employee's Supervisor and Manager for any additional leave time that may be necessary in order to take advantage of this potential savings. As well, the travel cost estimate from the travel agency **has to be attached to the expense report**, along with the actual cost of travel, in order to be reimbursed for the extra hotel, per diems and other related costs for the weekend stay over.

Employees wishing to stop over at various locations for personal reasons will be required to reimburse the company for the cost difference between the direct flight to and from the destination location and the additional flight costs incurred for stop overs related to the traveler. However, if the employee was able to avail of the special rate outlined above for a Saturday night stay over, and the cost difference for the stop over(s) is equal to or less than the employee's portion of the savings realized, then the difference does not need to be reimbursed to the company.

Any cost associated with changing an airline ticket once it has been issued (i.e. return date, etc.) is the responsibility of the traveling employee and will not be reimbursed, unless the change is requested by SJIAA or as a result of an emergency situation.

3.3.3 Taxis

Taxis may be authorized when, in the employer's judgment, the use of such transportation is justifiable for the Authority's business situations and other more economical alternatives such as local transit, air porter service, or private vehicles are unavailable or impractical. Receipts are required for reimbursement.

3.3.3 Private Vehicle

All distances driven shall be accumulated and reimbursed in accordance with the appropriate kilometric rate as set out in the attached schedule (Schedule B). Travelers are to use the most direct routes and shall claim only for distances necessarily driven on SJIAA business.

All necessary costs incurred for road, ferry, bridge and tunnel tolls, and parking charges shall be reimbursed. Receipts must be provided for all charges.

Prior to a private vehicle being approved for travel instead of commercial air travel, a calculation to determine that the costs, (i.e. meals consumed en route, kilometric rate, incidentals and accommodation) do not exceed the cost of the commercial air travel. In no case will monies paid for out-of-town travel exceed airfare and airport shuttle service.

3.3.4 Rental Vehicles

Rental vehicles may be authorized on travel where this mode of travel is economical, practical and necessary. Travelers must book rental vehicles through the Travel Coordinator at the time of the trip booking to ensure the travel agency can arrange the lowest rates available.

Compact or mid size cars should be used for single travelers. The use of full sized vehicles or mini vans shall be authorized only when the number of travelers to be carried or the goods being transported warrants the use of a larger vehicle.

When a vehicle is rented, travelers shall purchase a collision damage waiver for the entire period that the car is rented, unless it is already covered through the use of a VISA. Travelers shall not claim for additional personal accident insurance (PAI) coverage premiums.

3.3.5 Accommodation

The traveler shall be reimbursed for the actual and reasonable expenses for commercial accommodation as authorized. The SJIAA will authorize single room accommodation that is conveniently located, comfortably equipped, and at a reasonable cost for the area where available. Employees traveling to conferences or courses should attempt to use, if possible, the special hotel rates afforded by the particular conference or association.

Receipts are required for payments in excess of the private accommodation rate of \$50.00. It is the traveler's responsibility to question the commercial establishment where the rate charged is in excess of the confirmed rate on the travel itinerary. The traveler should review all hotel charges to ensure they are applicable.

Although travelers generally stay in commercial accommodations, the employer shall not unreasonably refuse permission to a traveler to make arrangements for private, non-commercial accommodation. A traveler who makes such arrangements shall be reimbursed \$50.00 for each night this accommodation is occupied in Canada or abroad (\$50.00 US in the USA). The employer should also consider ground transportation costs before approving such accommodation.

3.3.6 Meals

The meal costs contained in this policy is based on the consumption of meals in restaurants while the SJIAA employee is away on SJIAA business. Meal allowances rates are listed for breakfast, lunch and dinner as outlined in the attached Schedule B. To ensure that these allowances remain adequate, they will be reviewed and adjusted whenever Treasury Board updates their rates for this region.

For each day or part day in travel status where overnight accommodation is authorized, a traveler shall be paid a meal allowance for each breakfast, lunch and dinner where applicable, if the meal was not provided free of cost to the traveler, or as part of the transportation cost. Where a traveler is obliged to incur meal costs that are higher than the established meal rate, the traveler shall be reimbursed the actual and **reasonable** expenses incurred, based on receipts and approved by the employee's supervisor, for all meal expenses incurred on that travel day.

3.3.7 Hospitality/Entertainment Expenses

SJIAA recognizes the fact that entertainment expenses are sometimes necessary in the course of regular business and/or business travel. Guest meals or other charges related to hospitality with third parties who are affiliated or are clients of SJIAA shall be reimbursed with the actual receipt, based on reasonable costs and approval by the employee's supervisor. An explanation must be provided on the employee's expense report outlining the nature of the expense, guest name(s), title(s), and company affiliation.

3.3.8 Telephone Calls

An employee while on business travel shall be reimbursed the costs incurred for local or long distance telephone calls necessarily placed as a result of SJIAA business. Telephone calls claimed must be supported by statements as to who was called.

Travelers will be allowed reasonable costs incurred to phone home at reduced evening rates. For example, fifteen minutes in total or over a three-day period. Use of a company assigned cellular phone is encouraged where possible and cheaper than the hotel telephone rates.

3.3.9 Incidentals

For each day or part day in travel status where overnight accommodation is authorized, a traveler shall be paid an Incidental Allowance as per the Treasury Board rates in Appendix B. This would cover such costs as non-meal related tips and gratuities, and other miscellaneous incidentals that are not specifically outlined below or otherwise approved by the employee's supervisor.

- (a) **Laundry** – Reasonable laundry and valet charges are reimbursed and would normally apply only to trips in excess of three consecutive business days. Original receipts and/or hotel bills must be attached.
- (b) **Gratuities** – Gratuities for meals are to be included in the cost of the meals. The cost of other tips and gratuities are to be included in the Incidental Allowance, unless otherwise approved by the employee's supervisor.
- (c) **Parking** – Hotel, airport and public parking expenses are reimbursable. Original receipts and/or hotel bills must be attached.
- (d) **Excess Luggage** – A traveler shall be reimbursed costs incurred in transporting personal effects or SJIAA owned equipment at excess luggage rates, only if the employer determines that it is necessary for the effects or equipment to be taken on the journey.
- (e) **Foreign Currency Conversion** – The costs incurred in converting reasonable sums to foreign currencies and reconvertng any unused balance to Canadian Currency shall be reimbursed based on receipts.
- (f) **Other International Travel Costs** – The costs incurred for travel to another country, where passports, work visas, or other documents are required, will be reimbursed by SJIAA.
- (g) **Photographic Film/Batteries Expense** – This cost is allowable if the resulting photographs become the property of the SJIAA and receipts are attached.

3.3.10 Non-reimbursable Expenses

The following expenses are non-reimbursable:

- (a) Traffic and parking fines.
- (b) Movies, min-bar charges for personal use, and any other personal entertainment.
- (c) Alcoholic beverages, unless accompanied by a meal for entertainment with other business clients associated with SJIAA, or for a company social function prior approved by Management, all within reasonable amounts.
- (d) Tobacco products.
- (e) Any other personal items or excessive amounts.

3.4. Travel Reimbursement

Claims for reimbursement of travel expenses incurred are the responsibility of the traveler.

3.4.1 Claims

All Travel Claims, on a SJIAA Expense Report (Schedule C), should be completed, approved by the appropriate Supervisor, and forwarded to Accounting within five days from return of travel. The Supervisor approving the Expense Report is responsible for the careful review and approval of all eligible expenses with attached receipts, noting any necessary adjustments on the expense report. The Accounting Department audits all travel claims for costs, reasonableness, appropriate complete documentation and adherence to this policy.

If a travel claim requires revision to the total amount claimed, the differences are noted on the expense report and a copy of it is returned to the traveler with or without a cheque owing to the traveler, as applicable.

All claims will be processed and paid to the traveler (if applicable) within five days from the completion of paperwork and approval.

3.41.2 Disputes

The traveler and the Accounting Clerk who processed the disputed claim will initially deal with all disputes regarding travel claims. Disputes relating to costs which are or are not acceptable, which cannot be resolved by the initial parties, will be dealt with by the Chief Financial Officer, in consultation with the traveler and where necessary, the appropriate Manager. Policy interpretation will be completed by the CFO with confirmation from the President and CEO.

APPROVED BY:



**Rex LeDrew, President and CEO
St. John's International Airport Authority**

April 13/04

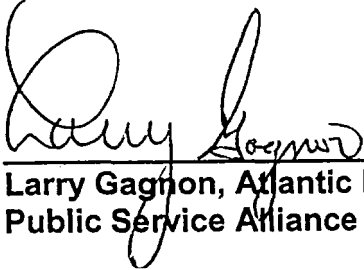
Date



**Peggy Hamilton, Chief Financial Officer
St. John's International Airport Authority**

April 16/04

Date



**Larry Gagnon, Atlantic Negotiator
Public Service Alliance of Canada**

April 13/04

Date



**Chris Bussey, President of Local 90916,
Public Service Alliance of Canada**

13/04/04

Date

LETTER OF UNDERSTANDING #5

Seasonal Employees

The employer and the bargaining agent shall discuss the employer's recommendations regarding converting seasonal employees to full-time year round employment status once the employer has completed its' analysis during the 2002-2003 winter season. Any agreed upon provisions as a result of such discussions shall be implemented as agreed and any necessary agreed upon provision to the collective agreement shall be finalized in accordance with Article 42, Agreement Opener.

102