

COLLECTIVE AGREEMENT

SOURCE	UNION		
Eff.	2008	07	01
Term.	2012	06	30
No. of employees	130		
Initial	CR		

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA
U.C.T.E. LOCAL 50600
FIREFIGHTER UNIT



and

RECEIVED
JUN 30 2009

WINNIPEG AIRPORTS AUTHORITY INC.



WINNIPEG
AIRPORTS AUTHORITY

Navid Behrooz
11 March 19/2009

July 1, 2008 – June 30, 2012

12697(03)

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ARTICLE 1



PURPOSE

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

ARTICLE 2



RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer described in the certificates issued by the Canada Labour Relations Board dated July 30, 1997, for the Firefighters Bargaining Unit - Board File No. 590-36:
- 2.02 For greater clarity, "employee" shall mean:
- All firefighters employed by the Winnipeg Airports Authority Inc., excluding the Fire Chief**
- 2.03 In the event that the Employer creates a new position (which did not exist in the CLRB certificates noted in 2.01), it undertakes to inform the Union of the creation of this new position together with the Employer's position as to whether such position is to be recognized as being part of either bargaining unit. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this position in either bargaining unit.
- 2.04 In the event that the parties fail to agree on whether the position shall be included or excluded, either party may refer the case to the Canada Labor Relations Board for decision.

ARTICLE 3
⚡
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 those otherwise retained by management shall be exercised in conformity with the provisions of this Agreement reasonably, fairly, in good faith and without discrimination.

ARTICLE 4
⚡
UNION SECURITY

- 4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
l.c.
1.a.2
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with Clause 4.01 shall be remitted to the Controller of the Union by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the Union, shall be permitted to have membership dues and, or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 4.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 5



WORK IN THE BARGAINING UNIT

- 5.01 a) Persons not covered by the terms of this Agreement shall not perform duties normally assigned to employees covered by this Agreement, except;

In cases of emergency;

or

When no qualified employees covered by this Agreement are readily available to perform the duties;

or

1.e.3 When there are insufficient qualified employees readily available to perform the work required.

- b) For the life of this agreement there shall be no contracting out of bargaining unit work and employees shall not be subject to layoff or have their hours of work reduced, or for seasonal employees have their recall rights affected. The Employer shall be permitted to contract out work that is currently or historically provided through contracted services.

1.e.5

- 5.02 Subject to the willingness and capacity of individual employees to accept reassignment and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will be accomplished through attrition.

- 5.03 Notwithstanding 5.01 and 5.02, in the event of unforeseen circumstances beyond the control of the Employer, which prevents the Employer from meeting its financial obligations, and will have an impact on the Employer's ability to pay the Employees, the Employer agrees to meet with the Union to negotiate a resolution. Such resolutions will include but not be limited to the following measures:

- a) retraining
- b) cross training
- c) apprenticeship plan
- d) dual certification
- e) any other temporary measures as mutually agreed between the parties.
- f) voluntary early retirement or a separation incentive ("lump sum" buy out for voluntary layoff) as provided for in Article 33.

ARTICLE 6
◆
STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying regulations) during the life of this Agreement.
- 6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employer's premises, the Employer will ensure a safe access to the workplace.
- 6.03 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another Employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 7
◆
JOINT CONSULTATION

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02 Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this agreement.
- 7.03 The Employer agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 7.04 The Employer agrees that joint consultation meetings shall occur on a regular basis with representatives of the fire-hall to address specific issues related to Firefighters. Issues which continue to be unresolved will be included on the corporate Union Management Consultation Agenda.

ARTICLE 8
⇅
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 Union 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) courtesy copies of those Board documents which are public record and notice of Board appointments;
 - iv) current job descriptions;
 - v) health & safety reports generated outside OSH Committee; and
 - vi) names and titles of the Employer excluded staff.

ARTICLE 9
⇅
USE OF EMPLOYER FACILITIES

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

- 9.02 A reasonable number of electronic bulletins will be published on the Employers "LAN News" for the publication of official Union notices. Electronic publications of notices or other materials, other than notices of Union meetings, appointment of Union officers and Union social functions, shall require the prior approval of the Employer.
- 9.03 The Employer agrees to permit Union representatives to use the Employer's Electronic Communication Systems (E-mail) for Union business.
- 9.04 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Union.
- 9.05 A duly accredited representative of the Union 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.
- 9.06 Where practical, the Employer will provide a meeting room to the Local so that it may carry out Union business.

ARTICLE 10
◆
EMPLOYEE REPRESENTATIVES

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

ARTICLE 11
⇅
GRIEVANCE PROCEDURE

- 11.01 The Employer and the Union agree that discussions should occur between employees, Union representatives and 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 where discussions, relating to problems or differences occur, the time limits in the Complaint Step will be extended by the appropriate number of days.
- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. In the case of employees working in operations where the days of rest are other than Saturdays and Sundays, then their days of rest shall be excluded. If the time limits set out in Complaint Step, Step Two (2), or Step Three (3) of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 11.05 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union representative shall be given leave with pay to attend such meetings. At either Complaint Step or Step Two (2), the Employer representative may be assisted by a Human Resource representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 11.06 The employee(s) shall be advised of their right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

1.02
/NI

STEPS OF THE GRIEVANCE PROCEDURE

Complaint:

Within twenty-five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Union may submit a written complaint to the Employer representative.

Within ten (10) days of the receipt of the complaint the Employer representative shall meet and provide a written response to the employee(s) and the Union representative.

In calculating the twenty-five (25) day period referred to above only days during which the employee(s) is actively at work shall be counted. Where an employee(s) commences a leave period during the then twenty-five (25) day period, calculation of the time in which the employee(s) has submitted the complaint will be suspended. Upon return to work the employee shall have the balance of the twenty-five (25) day period as calculated above in which to submit the complaint.

STEP 2:

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

STEP 3:

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

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

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

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

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

Each party shall bear one-half (½) the cost of the arbitrator.

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

Expedited Arbitration

6.a.1

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

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- e) The decision of the Arbitrator shall not constitute a precedent;
- f) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement; and

- g) Such decisions from the expedited format shall be final and binding upon the Parties.

ARTICLE 12



SUSPENSION AND DISCIPLINE

- 12.01 Where it appears during any meeting with an employee that the nature of such a meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated.
- 12.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation, or to render a disciplinary decision, concerning that employee, the employee is entitled to have, at their request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of two (2) day's notice of such a meeting, and the written reasons for such a meeting.
- 12.03 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty or discharged, the Employer undertakes to notify the employee, in writing of the reason for such suspension or discharge. The Employer will give such notification at the time of the suspension or discharge.
- If the employee does not receive the written reason for such suspension or discharge, the employee shall be deemed to be suspended with pay until the written notice is received.
- 12.04 Discipline, when imposed, shall be imposed in a timely manner. 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 or written reprimand placed on the employee's file.
- 12.05 If an employee files a grievance against a written reprimand, suspension, or discharge in accordance with Article 11, the Employer will postpone that disciplinary action until the grievance is resolved except when the President & CEO has determined that there has been a theft, breach of trust or serious misconduct.

2.06 In order of severity, the types of disciplinary action shall be:

Counselling;
Oral reprimand;
Written reprimand;
Suspension;
Dismissal.

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

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

12.09 Grievances relating to suspension or discharge shall be filed at Step Two (2) of the grievance procedure. If the grievance is not satisfactorily settled at Step Two (2) then the grievance may be referred to Expedited Arbitration in accordance with Article 11.

ARTICLE 13



NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION IN THE WORKPLACE

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

13.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and criminal record for which a pardon has been granted, or membership or activity in the Union.

13.03 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 behaviour by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behaviour 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 recipient(s).

13.04 a) To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:

3.9.1

- the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred; prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g. the provision of support and counseling);
- the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour;
- the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
- confidentiality of information.

b) The Health and Safety Committee may make recommendations to the Employer on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

13.05 Enforcement of Clauses 13.02 and 13.03 shall be via the complaint process set out in Clause 13.06. Grievances concerning application of interpretation of this article shall go directly to the final level of the grievance procedure.

13.06 Processing and Mediation of Harassment and Discrimination complaints

a) Step 1 Informal

Informal problem solving should be undertaken if appropriate and not already attempted.

b) Step 2 Complaints

If the employee(s) feels that the informal procedure is unsuccessful or inappropriate, the employee may file a complaint with the Director, Human Resources, within twenty-five (25) working days from the end of the informal procedure.

c) Step 3 Independent Investigation

- i) Within one week of the filing of a complaint under this article, the Employer will appoint an independent fact-finder who will be required to report within four weeks of appointment unless an extension is granted by mutual consent between the Employer and the complainant and their Union representative.
- ii) The investigator will act under guidelines for investigation developed jointly by the Employer and the Union. These guidelines will provide for due process and full disclosure of results to all principals. The investigator will have powers under the Inquiries Act. All costs of the independent investigation will be paid by the Employer.
- iii) Complainants and respondents have the right to be accompanied by a Union representative during the investigation process.
- iv) Full copies of the completed investigation report will be provided to the Union and the Employer. The parties will preserve confidentiality, but the Union may provide copies or parts thereof to employees it is representing in the complaint.

d) Step 4 Mediation

6.4.2
Mediation upon mutual consent of the parties is available at any stage of the process and is strongly encouraged. Mediators may be independent of the investigation process. Mediators are not to be compellable witnesses in any related proceeding and are not to keep records except for statistical purposes and for recording of settlements. All cost of mediation will be paid by the Employer.

e) Step 5 Binding Complaint Conciliation

After completion of the independent investigation and failing successful resolution via mediation, the matter will be referred to binding complaint conciliation before a conciliator mutually acceptable to the Employer and

the Union. The conciliator so appointed, after meeting with the parties, will recommend appropriate remedies based on the investigation report.

Appropriate remedies will have to be fair to all parties involved, i.e. complainants, respondents and the Employer and shall aim at making the complainant whole. Should the conciliator find the investigation report incomplete or unsatisfactory, the conciliator will have the power to order a new or revised investigation. Should the conclusions not be accepted which were drawn by the investigation report, altered conclusions may be drawn. The Employer and the Union agree to accept and implement the findings of the binding complaint conciliator. All costs of the binding complaint conciliation will be paid by the Employer unless the complainant is represented by the Union wherein such case all costs will be equally shared by the Employer and the Union.

ARTICLE 14

◆

EMPLOYEE STATUS

14.01 Full Time Employees

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

14.02 Part Time Employees

Part-time employees will not be utilized within the Firefighters bargaining unit.

14.03 Term Employees

The Union shall be informed within a reasonable period of time that term employees will be hired.

Term employees are employees hired for the purpose of:

- a) Replacement of permanent employees who are on leave with or without pay; or,
- b) Non-recurring work.

Term employees will be advised in writing of their termination date when hired. If the term of employment extends beyond one (1) year, excluding term employees hired to replace employees on Maternity or Parental leave, in the same position, the individual will be granted non-probationary, full-time employment status.

Terms are covered by all provisions of this collective agreement, except Article 33 - Layoff/Recall and Severance. Term employees will not accrue vacation credits as per Article 24 - Vacation Leave, but will be provided with six percent (6%) vacation pay on a bi-weekly basis. If the term of employment extends beyond six (6) months of continuous service the employee is eligible for coverage under the sick leave provisions outlined in Article 37 and may participate in the benefit plans.

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

ARTICLE 15



PROBATION

- 15.01 Newly hired employees shall complete a probationary period of six (6) months or to the completion of their certification process whichever is greater. During the certification process the employee will be considered a recruit under the Rates of Pay.
- 15.02 During the probation period an employee will have his/her performance discussed and reviewed with them on a regular basis.

ARTICLE 16



HOURS OF WORK

16.01 For the purpose of this Article:

- a) "Day" means a twenty-four (24) hour period commencing at 00:01 hour,
- b) "Week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night.

16.02 Schedules of Work:

- a) When hours of work are scheduled for employees they shall be scheduled so that employees work an average of forty-two (42) hours per week over the life of their schedule.

*8.a.1
#42*

- b) An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- c) The Employer will operate the fire-hall on a four (4) platoon system. The Employer recognizes the employees' preference to maintain the current shift schedule. The current shift schedule which includes ten (10) and fourteen (14) hour shifts will not be changed unless the operating status of the Airport changes and the level of service required at the Winnipeg International Airport is less than twenty-four hour coverage. If a shift schedule change is required consultation between the parties will be conducted under the process outlined in Clause 16.03 of this Article. An eighteen (18) or sixteen (16) hour shift pattern will be implemented.
- d) A shift schedule shall be posted in the Fire-hall at the beginning of each fiscal year.
- e) The Employer agrees that no shift schedule shall provide for split shifts.
- f)
 - i) The Employer shall post a duty roster in each Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another platoon on less than ninety-six (96) hours' notice in advance of the starting time of the first shift of the employee's new platoon, the employee shall be paid at the rate of time and one-half (1 ½) for the first shift worked in the schedule of the employee's new platoon: Subsequent shifts worked on the schedule of the employee's new platoon shall be paid for at the employee's hourly rate of pay.
 - ii) Sub-clause i) shall not apply to an employee when the employee is returned to the employee's regular platoon following a temporary assignment to a new platoon.
- g) Platoon transfers will be voluntary and where there are no volunteers then the transfer will be assigned to the employee with the least seniority that has not participated in a previous transfer.
- h) 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. Such requests shall not be unreasonably denied.

ð.03 Changes to Schedules of Work:

- a) The Employer agrees that there will be meaningful and constructive consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. This clause does not apply to circumstances when the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

Changes in any schedule of work will only be made to meet operational requirements.

- b) Upon request from the Local Union representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Union representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Union representatives. By mutual agreement, in writing, the Employer and the Local Union representative(s) may waive the application of Clause 16.02 d).
- c) Within five (5) days notification of consultation served by either party, the Union shall notify the Employer in writing of the representative authorized to act on behalf of the Union for consultation purposes.
- d) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- e) An employee whose scheduled hours of work are changed without seven (7) days prior notice in advance of the starting time of the change:
 - i) shall be compensated at the rate of time and one-half (1/2) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time; subject to the overtime provisions of this Agreement.
 - ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 17 Overtime.

ARTICLE 17
◆
OVERTIME/REPORTING PAY

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

- 17.02 a) i) Consistent with the nature of the work overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.
- ii) Overtime assignments shall be offered in accordance with i) above to employees who normally and regularly do the work in question who are readily available.
- iii) Where an insufficient number of employees referred to in ii) are readily available for overtime work, overtime shall be assigned to the least senior of those employees who are available.
- iv) In the application of iii) above, an employee has the right to decline an overtime assignment where the employee has recently worked a significant amount of overtime provided suitable alternatives can be found.
- v) When overtime is worked as a result of an employee being on standby status the above outlined process is not applicable. However, any overtime opportunities which result from being on standby status will count in the overtime equalization process.
- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give at least four **(4)** hours notice of any requirement for overtime work.

17.03 Overtime shall be compensated on the following basis:

a.c.1
d=4

a) Time and one-half (1 1/2) for each of the first four **(4)** hours worked in excess of the employee's normal scheduled daily hours and double time (2) for each additional consecutive hour.

b)
a.c.2
d=8

b) Time and one-half (1 1/2) for each hour worked on the first day of rest and double (2) time for each hour worked in excess of the employee's normal daily hours worked on that day of rest.

4
a.c. 10
2

- c) Double (2) time for each hour worked on the second or subsequent day of rest (Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
- d) An employee who reports for work as directed on a day of rest shall be compensated for the time actually worked, or a minimum of four (4) hours pay at the applicable overtime rate, whichever is greater.
- e) An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Overtime must be pre-authorized by the designated Employer representative to be eligible for compensation.
- f) Unless the employee has requested overtime to be banked, the Employer will pay overtime compensation within two (2) weeks of submission of the overtime claim.
- g) When an employee, due to circumstances beyond their control, is required to remain at work they shall be compensated for all hours worked beyond the end of their first scheduled shift at the applicable overtime rate regardless of their scheduled hours of work.

17.04 When an employee is required to work overtime and is required to use transportation other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

- a) Mileage allowance at the appropriate rate as contained in Clause 18.02; or,
- b) Out-of-pocket expenses for other means of pre-authorized commercial transportation.

17.05 When an employee is required to work overtime and is required to use a care giver, and a responsible family member is not available to care for the dependent, the employee shall be reimbursed for reasonable out of pocket expenses. When required by the Employer the employee will substantiate out of pocket expenses.

9.b.2 17.06 Overtime shall be compensated in cash except where, upon request of an employee, overtime may be compensated in equivalent leave with pay (banked time), to a maximum of ten (10) working days leave. The duration of such leave will be equal to the overtime hours worked multiplied by the applicable overtime rate.

Banked time will be accumulated for the period from January 1 to Decembel -31. Banked time not used by December 31 will be paid for in cash at the employee's applicable rate of pay.

The Employer shall grant banked time at times convenient to the employee and the Employer.

17.07 a) An employee who works three (3) or more hours of overtime, immediately before or following the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of eleven dollars (\$11.00) except where free meals are provided.

a.d.

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 eleven dollars (\$11.00) for each four (4) hour period of overtime worked after, except where free meals are provided or when the employee is being compensated on some other basis.

17.08 An employee performing overtime work shall be entitled to the same meal and relief break as would be provided on a regularly scheduled shift.

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

- a) On an employee's day of work, the employee's normal daily hours at their regular rate of pay;
- b) On an employee's day of rest, the employee's normal daily hours at the applicable overtime rate of pay.

ARTICLE 18



CALL-BACK

18.01 If an employee is called back to work or called for consultation regarding work related matters on a designated holiday or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid:

- a) For telephone consultation:
 - i) between 6:00 p.m. and 7:00 am, three (3) hours pay at the applicable overtime rate; or,
 - ii) between 7:00 a.m. and 6:00 p.m., overtime at the applicable rate for each completed fifteen (15) minute period or portion thereof.
- b) For call back, the greater of:
 - i) four (4) hours' pay at the applicable overtime rate; or,
 - ii) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to employee's normal hours of work.

18.02 An employee shall be reimbursed for the use of their car each time they are called back to work under this Article as follows:

Upon ratification, mileage rate is 0.48 cents per kilometer. The rates will be adjusted to the rate set by the Canada Revenue Agency on April 1 and October 1 each year, for travel on Employer business.

ARTICLE 19



WASH-UP TIME

81c, 6
19.01 Where due to the nature of work there is a need, wash up time will be permitted.

ARTICLE 20



SHIFT PREMIUMS

20.01 Shift Premium

11c, 1/2.50\$/hr
11c, 2
\$250/hr
4) see p 22
An employee working on shifts will receive a shift premium for all hours worked including overtime hours, between 4:00 p.m. and 8:00 a.m. provided the majority of the employee's regularly scheduled hours occur after 4:00 p.m. and before 8:00 a.m. The shift premium will not be paid for hours worked between 8:00 a.m. and 4:00 p.m.

Commencing on the date of ratification of this agreement the shift premium shall be one dollar and seventy-five cents (\$1.75) per hour.

Commencing July 1, 2009 the shift premium shall be two dollar (\$2.00) per hour.

Commencing July 1, 2010 the shift premium shall be two dollars and twenty-five cents (\$2.25) per hour

Commencing July 1, 2011 the shift premium shall be two dollars and fifty cents (\$2.50) per hour.

20.02 Weekend Premium

Commencing on the date of ratification of this agreement employees shall receive an additional premium of one dollar and fifty cents (\$1.50) per hour for regularly scheduled straight time hours of work on a Saturday or Sunday.

11.C.3/2.25\$/hr
11.C.4/2.25\$/hr
Commencing July 1, 2009, the weekend premium shall be one dollar and seventy-five cents (\$1.75) per hour.

Commencing July 1, 2010, the weekend premium shall be two dollars (\$2.00) per hour.

Commencing July 1, 2011 the weekend premium shall be two dollars and twenty-five cents (\$2.25) per hour.

ARTICLE 21



PAY ADMINISTRATION

- 21.01 Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Rates of Pay.
- 21.02 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.
- 21.03 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. In no case shall the employee be paid higher than the maximum rate in the new position.

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

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

21.05 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 their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

b) An employee whose position is reclassified downward and who has refused reassignment to a permanent position rated at the same as or higher than their position and for which the employee has the requisite skills and abilities shall receive the rate of pay of the reclassified position.

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

21.06 Clause 21.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position.

Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with Clause 21.07.

21.07 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 they reach the maximum rate for the position. The pay increment period is the period identified in the Rates of Pay.

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

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

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

21.08 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

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

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

11.0.5
21.11 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 shift, (including designated holidays), the employee shall be paid acting pay calculated from the date on which they commenced to act, in accordance with Clause 21.03. An employee acting in a higher rated position shall continue to be entitled to their 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 their acting rate of pay will be adjusted accordingly.

21.12 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.

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

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

ARTICLE 22
⚡
LEAVE - GENERAL

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

ARTICLE 23
⚡
DESIGNATED PAID HOLIDAYS

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

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

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- 23.02 a) The designated paid holidays in a calendar year shall be anticipated to the end of the year and "lieu day" credits established. Each fiscal year shall be deemed to include the number of designated paid holidays outlined in Clause 23.01. Credits will be advanced based upon an average twelve (12) hour shift.
- b) Each employee shall select the method of lieu day compensation which they prefer. Such selection shall be made prior to January 1, and shall remain valid for the following year.

- c) The employee shall select one (1) of the following methods of lieu day compensation:
 - i) cash payment; or,
 - ii) banked time; or,
 - iii) a combination of cash payment and banked 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 lieu leave method shall have their lieu days scheduled in the calendar year in which they are credited to them. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:
 - i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
 - ii) schedule any remaining lieu hours after consulting with the employee if, as of June 1, the Employer has been unable to accommodate an employee's request or no request has been filed, such schedule shall be subject to at least twenty eight (28) days advance notice;
 - iii) 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 absences and shall be charged against the lieu day credits on the basis of one (1) shift for one (1) shift.
- h) On October 31 each year, the employee shall be paid in cash for each unused lieu day at time and one-half (1 ½) their rate of pay or upon application by the employee, the Employer may grant carry-over for one (1) year.

ARTICLE 24



VACATION LEAVE

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

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

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

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

24.04 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 ($\frac{1}{2}$) day, the entitlement shall be increased to the nearest one-half ($\frac{1}{2}$) day.

24.05 a) Subject to operational requirements, the Employer may schedule an employee's vacation leave but shall make every reasonable effort to provide an employee's vacation leave in an amount and at such time as the employee may request.

b) Subject to operational requirements, the Employer will grant an employee vacation leave when requested 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 and, seven (7) days' notice before the first day of leave requested.

c) The Employer may grant vacation leave on shorter notice than provided for in this clause. Such request shall not be unreasonably denied.

24.06 If an employee requests vacation leave with pay in accordance with Clause 24.05 and the Employer denies the request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for vacation leave.

24.07 The Employer shall give the employee as much notice in writing as is practicable and reasonable, of approval, disapproval or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such

leave, the Employer shall give the written reasons therefore, upon request from the employee.

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

- a) Bereavement leave; or,
- b) Leave with pay because of illness in the immediate family, on production of a medical certificate; or,
- c) Sick leave on production of a medical certificate;

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

12.c.5 24.09 Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee the unused portion of the employee's vacation leave shall be carried into the following vacation year. Carry-over beyond one (1) year shall not be unreasonably denied.

12.c.6 24.10 During any vacation year, upon application by the employee, earned but unused vacation leave credits in excess of fifteen (15) days may be paid in cash at the employee's daily rate of pay of the employee's substantive position on December 31st of the previous year.

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

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

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

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

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

24.13 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work, and returning to vacation under Clause 24.12. Such time shall be considered as time worked.

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

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

- a) The employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment; or,
- b) The Employer shall grant, if requested by the employee, vacation leave to the employee's credit in an amount sufficient to meet the minimum service requirements for severance pay. The balance of the employee's unused vacation leave credits shall be paid in accordance with Clause 24.15 a); or,
- c) Where an employee dies or otherwise terminates employment after a period of service 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.

24.16 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the employee's rate of pay at the time of the termination of the employee's employment.

24.17 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 vacation year, shall earn vacation leave at the following rates:

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4-7
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6-26

- a) Eleven (11) shifts per vacation year if the employee has completed less than seven (7) years of service;
- b) Fourteen (14) shifts per vacation year if the employee has completed seven (7) years of service;
- c) Eighteen (18) shifts per vacation year after the employee has completed eighteen (18) years of service;
- d) Twenty-one (21) shifts per vacation year after the employee has completed twenty-six (26) years of service.

24.18 In scheduling vacation leave with pay for all employees the Employer shall, subject to operational requirements, make every reasonable effort:

- a) Not to recall an employee to duty after the employee has proceeded on vacation leave;
- b) To grant the employee's vacation leave during the vacation year for which it is earned, if so requested by the employee not later than April 1;
- c) To comply with any request made by an employee before October 31 that the employee be permitted to use in the following vacation year any period of vacation leave of four (4) days or more earned by the employee in the current year;
- d) To grant the employee vacation leave for at least fourteen (14) consecutive days if so requested by the employee no later than June 1;
- e) To grant the employee's vacation leave on any other basis requested by the employee if the employee makes the request not later than June 1;
- f) To grant an employee vacation leave when requested 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) To 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.
- h) The Employer may grant vacation leave on shorter notice than provided for in this clause. Such request shall not be unreasonably denied.

ARTICLE 25



EDUCATION AND CAREER DEVELOPMENT LEAVE

25.01 The Employer recognizes the usefulness of education leave and will provide an equitable distribution of such opportunities. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

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which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or

25.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

25.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted.

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

a) Fails to complete the course;

or,

- b) Does not resume employment with the Employer on completion of the course;
- or,
- c) Ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course;

The employee shall repay the Employer all allowances or such lesser sum as shall be determined by the Employer paid to them under this article during the education leave.

25.05 a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development;

- i) a course given by the Employer;
- ii) a course offered by a recognized academic institution;
- iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

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b) Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in Sub-clause 25.05 a) above. The employee shall receive no compensation under the Overtime and Travelling Time provisions of the relevant collective agreement during time spent on career development leave provided for in this clause.

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

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

25.07 Each employee will be provided the opportunity to attend at least one training course per year for the purpose of development or enhancement of knowledge,

skills and abilities related to either the work performed or promotional opportunities.

ARTICLE 26



LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

11d.3 / LP 26.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Labour Relations Board.

26.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

26.03 The Employer will grant leave with pay to an employee who is:

- a) Party to the arbitration,
- b) The representative of an employee who is party to an arbitration.

26.04 The Employer will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board.

11d.1 / LP 26.05 Commencing six (6) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Employer will grant leave with pay to four (4) employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Union until the expiry of the current collective agreement. The number of employees on the negotiating team will not exceed four (4).

11d.4 / LP 26.06 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the Union and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of Provincial Federations of Labour.

7.1a.1 / P 26.07 The Employer will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees leave without pay to employees who exercise authority of a Representative on behalf of the Union to undertake training related to the duties of a representative.

26.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of Local 50600, the Employer agrees, on receipt of reasonable advance notice and operational

requirements permitting, to grant leave with pay. Leave under this clause shall not exceed an aggregate total of 200 hours in a calendar year.

26.09 An employee who has been elected or appointed to a full-time office of the Union, the U.C.T.E. or the Local shall be entitled, with a minimum of at least one (1) month's notice, to leave without pay for the period during which they are elected or appointed to hold office. The Employee may elect to continue their Employer Benefits and optional coverage (as outlined in the Employer Employee Benefit Booklet) by paying the full cost of continued coverage.

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

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

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

ARTICLE 27



OTHER LEAVE WITH OR WITHOUT PAY

For the purpose of this Collective Agreement, excluding Article 38 Pensions:

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

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

27.01 Marriage Leave with Pay

a) After the completion of one (1) year's continuous employment with the Employer, and providing an employee gives the Employer at least two (2) weeks notice, the employee shall be granted five (5) days marriage leave with pay for the purpose of getting married.

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 marriage leave, an

amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

27.02 Personnel Selection Leave

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

27.03 Leave with Pay for Family Related Responsibilities

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

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

i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointment by themselves, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;

ii) up to two (2) consecutive days' leave with pay to provide for the temporary care of a sick member of the employee's family;

iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

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

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27.04 Court Leave

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

- a) For jury duty;
- b) For attendance as a subpoenaed witness.

27.05 Injury-on-Duty Leave/Work Related Illness Leave

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the Provincial Worker's 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 their 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,

If the employee agrees to remit to the Employer any amount received by them 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 for which the employee's agent has paid the premium.

27.06 Religious Holy Days

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The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. The Employer agrees to allow an employee time-off with pay on religious holy days provided the employee is prepared to make up this time off outside their normal hours of work.

An employee may exchange one (1) of the Designated Paid Holidays listed in Article 23 for a requested day off with pay under this clause.

27.07 Bereavement Leave with Pay

For the purposes of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, fiancé, child (including child of spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-

law, brother-in-law, sister-in-law, and legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently resides.

12.13
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- a) Where a member of an employee's immediate family dies, they shall be entitled to leave with pay for a period of up to four **(4)** working days or scheduled shifts and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days leave for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, leave may be extended beyond the day following the funeral but the total number of days granted must be consecutive and not greater in number than those provided above and must include the day of the funeral.
- c) Necessary time off up to one (1) day shall be granted to an employee to attend a funeral as a pallbearer or mourner.

27.08 Maternity Leave and Parental Leave Without Pay

- a) Every employee who has completed six (6) months of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and parental leave.
- b) An employee who intends to take a leave of absence from employment under the Maternity and Parental Leave clause shall:
- i) give at least four **(4)** weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given;
 - ii) inform the Employer in writing of the length of leave intended to be taken; and
 - iii) give at least four **(4)** weeks' notice in writing to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.
- c) An employee requesting leave under the provisions of this clause will be provided with a copy of the appropriate Sections of the Canada Labour Code pertaining to Reassignment, Maternity Leave and Parental Leave.
- d) The aggregate amount of leave of absence from employment that may be taken by two (2) employees in respect of the birth or adoption of any one (1) child shall not exceed fifty-two (52) weeks.

- e) Leave granted under this clause shall be counted:
- as “continuous service” and “days/shifts with pay” for the purposes of calculating vacation leave; and
 - as “days/shifts with pay” for the purposes of earning sick leave credits; and
 - for pay increment purposes; and
 - as “employment” for the purpose of calculating severance pay.

27.09 Maternity Leave

12.F.1
N=17

a) A pregnant employee is entitled to and shall be granted Maternity Leave without Pay before, on or after the termination date of the pregnancy to and ending not later than seventeen (17) weeks after the termination date of her pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

b) Nevertheless, where the employee’s newborn child is born prematurely, or is born with, or contracts, a condition that requires its hospitalization within the period defined above, the period of maternity leave without pay therein defined may be extended beyond the date falling seventeen (17) weeks after the date of birth of the child by a period equal to the period during which the child is hospitalized.

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

c) An employee may elect to:

i) use earned vacation and banked time credits up to and beyond the date that her pregnancy terminates;

ii) use sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave With Pay Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

12.F.1 | (CS)

27.10 Maternity Leave Allowance

- a) An employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan **as follows:**

- 12.F.1/D; EI=17
- i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay; and
 - ii) up to fifteen (15) weeks, payment equivalent to the difference between the EI benefits and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period;
 - iii) for a full-time employee the weekly rate of pay referred to shall be the weekly rate of pay to which she is entitled on the day immediately preceding the commencement of the maternity leave;
 - iv) For a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work;
 - v) Where an employee becomes eligible for an annual increment or economic adjustment during the period of leave, payments of the allowance shall be adjusted accordingly;
 - vi) Should the employee fail to return to work for reasons other than death, lay-off or disability, the employee recognizes that she is indebted to the Employer for the full amount received as allowance, and an amount not exceeding the allowance paid will be recovered by the Employer from any monies owed the employee.

27.11 Parental Leave Without Pay

- a) Subject to Clauses 27.09 a), b) and c), where an employee has or will have the actual care and custody of a newborn child (including an

adopted child), that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks within the fifty-two (52) week period beginning on the day the child is born or the day the child comes into the employee's care.

27.12 Parental Leave Allowance

- a) An employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan as follows:

i)
2.8.3.2
N=37
= 17
% = 93
(D)

i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her or his weekly rate of pay; and

ii) up to fifteen (15) weeks payment equivalent to the difference between the EI benefits and ninety-three percent (93%) of her or his weekly rate of pay less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period;

- iii) for a full-time employee the weekly rate of pay referred to shall be the weekly rate of pay to which he/she is entitled on the day immediately preceding the commencement of the maternity leave;
- iv) For a part-time employee the weekly rate of pay shall be the full-time weekly rate of pay multiplied by the fraction obtained by dividing the employee's assigned hours of work averaged over the last six (6) month period of continuous employment by the regularly scheduled full-time hours of work;
- v) Where an employee becomes eligible for an annual increment or economic adjustment during the period of leave, payments of the allowance shall be adjusted accordingly;
- vi) Should the employee fail to return to work for reasons other than death, lay-off or disability, the employee recognizes that he/she is indebted to the Employer for the full amount received as allowance, and an amount not exceeding the allowance paid will be recovered by the Employer from any monies owed the employee.

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

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

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

12.F.4/N=52

b) Leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.

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

- as "continuous service" or "days/shifts with pay" for the purposes of calculating vacation leave; or
- as "days/shifts with pay" for the purposes of earning sick leave credits; or
- for pay increment purposes; or
- as "employment" for the purpose of calculating severance pay.

27.14 Leave With or Without Pay for Other Reasons

2.1.3 Subject to operational requirements, the Employer shall grant:

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

b) Leave with or without pay for purposes other than those specified in the Agreement.

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

- as "continuous service" or "days/shifts with pay" for the purposes of calculating vacation leave; or
- as "days/shifts with pay" for the purposes of earning sick leave credits; or
- for pay increment purposes; or
- as "employment" for the purpose of calculating severance pay.

27.15 Elder Care

- a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
- 12.5
N=260
- 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 five (5) years during an employee's total period of employment with the Employer.
- iv) leave granted for periods of one year or less shall be scheduled in a manner which ensures continued service delivery.
- c) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

ARTICLE 28



STAFFING PROCEDURE

- 28.01 a) The Employer shall post all permanent vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as "Job Opportunities").
- b) The Employer may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 28.02 Job Opportunities will be open to all bargaining unit members. In the event no candidate meets the requirements of the Job Opportunity, an external search will

be carried out. By mutual consent exclusion from this Article will not be unreasonably denied.

The Employer shall make every reasonable effort to notify all employees on leave or off shift of all job opportunities.

28.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the closing date.

28.04 The poster shall contain the Requirements and the salary of the Job Opportunity. In this Article, "Requirements" means skills, qualifications, abilities, and experience and the license, certification or trades ticket.

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

28.06 The poster shall be forwarded to the Union prior to posting.

28.07 a) All non-probationary employees who apply for a job opportunity shall be considered to be candidates in the selection process.

b) The candidates for the Job Opportunities will be evaluated according to the posted requirements. In filling the Job Opportunity, the position shall be awarded based on the requirements. Where the candidates are relatively equal according to the requirements, the candidate with the greater seniority will receive the offer.

105.2

c) The Employer may consider an applicant with demonstrated abilities and experience in lieu of a requirement(s), and in such case, the Employer shall so state on the job posting.

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

28.09 The Employer representative(s) conducting interviews shall interview all candidates in the bargaining unit who meet the requirements of the Job Opportunity as posted.

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

ARTICLE 29



JOB CLASSIFICATION

29.01 When there is a new position created or when an evaluation of an existing position is completed, and there is a disagreement with the classification level assigned to the position by Management, the issue may be referred to the grievance article contained in this agreement.

6.D.2 29.02 If, during the term of this Agreement, a new classification standard is established, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of the employees on their movement to the new Classification Standard and Levels.

ARTICLE 30



STATEMENT OF DUTIES

30.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification level and, where applicable, the point rating allotted by factor to their position, as well as the rationale; and an organization chart depicting the position's place in the organization.

30.02 Other related duties will not contain any duty which may account for more than five percent (5%) of an employee's duties.

30.03 Classification Grievances

6.D.1 The Joint Classification Review Committee shall be established, composed of a maximum of four (4) members being nominated by each party. A quorum shall be equal representation, to a minimum of two (2) Bargaining Unit and two (2) Employer members. Members will have equal status. Employees who participate as Review Committee Members, including preparation for and attendance at meetings, shall do so without loss of salary. Committee meetings will normally be scheduled between the hours of 8:00 a.m. and 4:00 p.m. Monday to Friday. Such time spent at meetings will be considered as time worked. All overtime must be approved in advance by the Employer. Review Committee Members will not participate in a review or appeal of their own position classification being considered.

In response to a reclassification or a significant change in job duties, an employee may request, in writing, a classification review by the Employer. Within twenty-one (21) calendar days, the Employer shall provide a classification decision to the employee. If not satisfied, the employee may submit an appeal of the review to the Review Committee. The appeal shall be made, in writing, within thirty-five (35) calendar days from the day the Employer provided the decision, or should the Employer fail to provide the decision, from the date the decision was due. Employees may attend the appeal meetings.

If the appeal is not resolved to the satisfaction of the Union or the Employer, the matter may be referred to arbitration in accordance with Step Three (3) of Article 11 or, with the mutual consent of the parties, to Expedited Arbitration.

ARTICLE 31



EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 31.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Employer's representative (s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.
- 31.02 a) Prior to an employee performance review the employee shall be given:
- i) the evaluation form which will be used for the review;
 - ii) any written document which provides instructions to the person conducting the review;
- b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 31.03 An employee has the right to make written comments to be attached to the performance review form.

31.04 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of their personnel file.

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

ARTICLE 32
◆
TECHNOLOGICAL CHANGE

32.01 The parties agree that they shall be governed by the definition of technological change as follows:

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

4.a. 32.02 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 employees, the Employer shall give notice of the technological change to the Union at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.

32.03 The notice mentioned in Clause 32.02 shall be given in writing and shall contain the following information:

- a) The nature of the technological change,
- b) The date upon which the Employer proposes to effect the technological change,
- c) The approximate number, type, and location of employees likely to be affected by the change,

- d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
- e) All pertinent data relating to the anticipated effects on employees.

32.04 Once the Employer has given the Union the notice described in Clause 32.02 the Employer shall, on the request of the Union, provide the Union 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.

32.05 During the notice period described in Clause 32.02 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

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

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7.A3/P

ARTICLE 33



LAYOFF/RECALL AND SEVERANCE

33.01 Subject to the provisions of Article 5 the Union shall be advised in writing at least one hundred and eighty (180) days in advance of any reductions in the permanent workforce, planned by the Employer. The notice will outline the reasons for the workforce reductions, the location and number of employees affected.

33.02 For the purpose of this article service is defined as:

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

10.L. 33.03 The Employer shall offer voluntary early retirement or a separation incentive ("lump sum" buy out for voluntary layoff) to any employee for the purpose of avoiding layoffs.

The voluntary early retirement or separation incentive shall be the equivalent to:

- i) Four (4) months salary; plus
- ii) One (1) months salary for each full year of service,
- iii) voluntary early retirement or severance incentives shall not exceed the equivalent of two (2) years salary.

33.04 When the Employer meets with an employee to advise them of such opportunities, the employee shall be provided with the opportunity to be represented by a Union representative.

- a) An employee who accepts an early retirement incentive or separation incentive shall be considered as being laid off effective the first day of the month following the date the incentive is accepted.

33.05 There shall be no temporary or permanent layoff of any permanent employee, who is employed in the bargaining unit, provided the employee agrees to be assigned or appointed to another vacant position in accordance with this Article.

33.06 A permanent employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position at the same classification level within the bargaining unit providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable timeframe for training to become qualified. If an employee refuses an assignment or appointment to a position at the same classification level within the bargaining unit they shall be laid off with recall rights as provided for in this Article.

33.07 Should there be no vacant position available in Clause 33.06 above, an employee may be assigned to a vacant position of a lower classification level in the bargaining units providing the employee can establish that they have the ability to perform the job. The employee will be provided a reasonable time frame for training to become qualified. The employee will have priority rights to return to a position at the same classification level as their former position.

If an employee accepts an assignment to a lower classification level with a lower maximum rate of pay that employee shall be salary protected (at the rate of pay provided for their former position). Should an employee subsequently refuse an appointment to a position at the same classification level as their former position that employee will lose the benefit of being salary protected on the following pay period and will be appointed to the lower classification level position to which they had been assigned.

If an employee refuses an assignment to a position at a lower classification level within the bargaining unit they shall be laid off with recall rights as provided for in this article.

33.08 a) Employees subject to layoff will be notified sixty (60) days in advance of their layoff date.

10.K

During this period those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for related travel.

b) Employees to be laid off will also be provided with a job search assistance program coordinated by the Human Resources Department.

33.09 Employees subject to lay-off for an indefinite period shall have the option of

10.E.1

a) Accepting layoff, retaining the right of recall for up to one (1) year; or,

b) Accepting termination from the Employer with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined below; or,

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c) Displacing the most junior employee within their current classification, providing the employee can establish that they have the ability to perform the job. The employee shall notify the Employer within one (1) week of notice of lay-off of the decision to displace another employee.

33.10 Any employee displaced from their position as a result of Clause 33.09 c) above will have the option of exercising their rights outlined in Clauses 33.09 a) or 33.09 b) or of displacing the most junior employee within their bargaining unit provided the employee can demonstrate that they have the ability to perform the job. The employee shall notify the Employer of their intent to displace another employee within one (1) week of receiving notice that they are being displaced as a result of Clause 33.09 c) above.

33.11 Employees affected by the reduction who are appointed to a lower level position shall have their salary protected in accordance with the provisions of this Agreement.

33.12 Full-time employees will not be required to accept part-time employment.

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

33.14 In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. During such period, employees will be required to utilize their accumulated lieu and banked time prior to receiving regular salary.

33.15 Recall

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

33.16 Severance

Shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:

a) Lay-off

Two (2) week's pay for the first year of employment subsequent to January 1, 1997 and one (1) week's pay for each additional year of employment thereafter.

10.B.1

b) Retirement

On retirement a severance payment in respect of the employee's employment of one (1) week's pay for each complete year of employment subsequent to January 1, 1997, and, in the case of a partial year of employment shall be prorated to a maximum of thirty (30) weeks' pay.

c) Death

In the event of the death of an employee, there shall be paid to the employee's estate a payment comprised of one (1) week's pay for each complete year of employment subsequent to January 1, 1997. Partial years of employment shall be pro-rated.

33.17 When an employee has completed more than one (1) year of employment and ceases to be employed by reason of incapacity or incompetence a severance payment of one (1) week's pay for each year of employment subsequent to January 1, 1997 with a maximum benefit of twenty-eight (28) weeks.

ARTICLE 34



BREAK IN SERVICE AND EMPLOYMENT

34.01 Service and employment will be terminated when an employee:

- a) Resign or retires;
- b) Is laid off and receives severance pay as per the provisions of Article 33;
- c) Is discharged for just and sufficient cause;
- d) Abandons their position by failing to report for duty for ten (10) calendar days unless they have notified the Employer in advance and have provided a reason acceptable to the Employer.

ARTICLE 35



SENIORITY

35.01 a) For employees who were in the bargaining units on July 30, 1997 (date of CLRB certificate) and who transferred from the federal government on January 1, 1997, seniority shall mean length of service with the Employer

and length of continuous service with the federal government prior to January 1, 1997.

- b) For all other employees, seniority means length of service in the bargaining units.
- c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.

35.02 The seniority of a continuing non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.

10.c 35.03 Seniority shall be the determining factor in layoffs and recalls from layoff (subject to Article 33, Layoffs and Recall). With respect to the selection of vacation periods employees will retain their current selection system.

35.04 When two (2) or more employees commence work on the same day the procedure for establishing their relative seniority shall be as follows:

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

35.05 a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months by the Employer and posted on bulletin boards, with a copy forwarded to the President of the Union local.

- b) An employee who feels that they are improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.

35.06 a) For the purpose of Layoff/Recall and the application of Article 33 (Lay-off/Recall and Severance), employees permanently appointed to a position outside their bargaining unit but within the other bargaining unit, where both bargaining units are represented by the Union, shall transfer their seniority from their bargaining unit to the other bargaining unit.

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

- c) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- d) No employees shall be transferred to a position nor required to perform any work outside their bargaining unit.

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

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

ARTICLE 36



HEALTH AND SAFETY

36.01 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.

The Union, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

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

36.02 The Employer and the Union agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.

36.03 A Joint Health and Safety Committee shall be formed and will operate in accordance with Part II, Section 135 of the Canada Labour Code.

36.04 When a Union representative notes that the quality of the environment is deteriorating, they are obliged to inform the Employer without delay in writing, or orally if they believe the situation is urgent.

Accordingly, the Employer shall:

- a)
 - i) carry out the necessary inspection, analyses and investigations in the presence of an Union representative, and provide with a copy of the report arising from these inspections, analyses and investigations;
 - ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- b) Any investigation report arising from the examination of a problem will be sent to the Local of the Union.
- c) If the Union or the Local of the Union is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- d) The Union representative must be present at all investigations or inspections rising under paragraph c) of this clause.

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

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

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

36.06 The Employer will assume the full costs of training employees to meet Canadian Aviation Regulations with respect to Aircraft Fire Fighting at Airports & Aerodromes.

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

16.08 The Employer will assume the costs of the following vaccinations and/or tests:

- a) Tuberculosis test (B.C.G.) and vaccination if necessary,
- b) Hepatitis A & B vaccination
- c) Influenza vaccination

Should either party identify further vaccinations or testing during the life of this agreement, their inclusion will be discussed by the Occupational Safety and Health Committee.

ARTICLE 37

◆ SICK LEAVE WITH PAY

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

37.02 Credits:

- 12.1
- a) Employees who joined the Employer before July 1, 2001 will earn sick leave credits at a rate one hundred and eighty-two (182) shifts per year shall earn credit 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, to a maximum sixty (60) shifts.
 - b) Employees hired subsequent to July 1, 2001 will earn sick leave credits at the rate described in above 37.02 a) to a maximum of sixty (60) shifts

Granting of Sick Leave

37.03 An employee shall be granted sick leave with pay, at 100% of the employee's normal rate of pay, when they are unable to perform their duties because of illness or injury provided that:

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

37.04 When an employee has insufficient credits to cover the granting of sick leave with pay under Clause 37.03, sick leave with pay may be advanced to an employee. The Employer shall not unreasonably deny the advance of sick leave credits.

37.05 a) Unless otherwise advised in advance and for valid reason, a statement signed by the employee stating that because of illness or injury, they were unable to perform their duties, shall, when provided to the Employer, be considered as meeting the requirements of Clause 37.03 if the period of leave requested does not exceed three (3) shifts. No employee shall be granted more than seven (7) shifts sick leave with pay in a fiscal year solely on the basis of statements signed by the employee.

b) Where an employee requires a medical certificate, as per a) above, the employee will submit a certificate upon return to work.

37.06 Return of Credits When Injury on Duty is Approved

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

37.07 Return of Credits During Period of Banked Time

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

ARTICLE 38



PENSIONS

38.01 The Employer will provide an Employer sponsored defined benefit pension plan for all employees, and the plan's provisions will not be less than those in place at January 1, 1997.

13.c.2

38.02 Employees hired after January 1, 1997 have been eligible to join the plan on the first of the month coincident with or next following the completion of three (3) months of employment. Employees hired after January 1, 1997 and prior to July 1, 2001 shall be able to make a one (1) time election during the month of July 2001, to change to the Alternate Pension Plan. Employees electing to change to

the Alternate Pension Plan will be required to buy back previous service since their date of hire, as calculated by the Pension Plan actuary.

Employees hired after July 1, 2001 shall be able to make a one (1) time election upon the commencement of employment to join either the Standard or Alternate Pension Plans.

13.c.1 38.03 Further information regarding the pension plan is provided in the Employers Employee Handbook. The employee handbook provides a summary of the principal features of the plan provisions. The actual text of the pension plan documents registered with the Regulatory Authorities shall govern in all situations requiring clarification or interpretation of the terms of the plan.

38.04 Upon signing of the July 1, 2001 Collective Agreement, the Employer and the Employees will create a Supplementary Pension Plan which incorporates the following features:

- 13.d.2
- a) Money-Purchase Plan to be added as a provision under the existing plan
 - b) To be voluntary participation
 - c) Open to all WAA employees and excluded staff
 - d) Fully funded by participant contributions
 - e) Overseen by a separate Pension Committee, comprised of Union and Employer representatives proportionally to the number of employees and excluded staff participating in the Supplementary Plan. The Union representatives will be chosen by the Union.

38.05 The Pension Committee will be comprised of:

- 13.g.1
- a) An Employer Chair
 - b. Equal Employer and Union representation. At time of signing of this Collective Agreement, there are two (2) Employer representatives, chosen by the Employer, and two (2) Union representatives, chosen by the Union.

38.06 Disposition of Surplus

- a) Plan Wind-up

On termination of the Plan, no part of the assets of the Plan shall revert to the benefit of the Employer until provision has been made for all benefits

which have accrued to members in respect of credited service prior to the date of such termination.

In the event assets exceed the liabilities of the Plan, the Employer, in cooperation with the Pension Committee, may apply such excess to enhance the benefits payable to members, spouses and children under the Plan; provided that no distribution of the excess assets shall result in benefits greater than the maximum prescribed under the Income Tax Act (Canada). Any remaining assets may, at the Employer's discretion, be paid to the Employer.

Any distribution of surplus shall be subject to the approval of the Superintendent acting in accordance with the Pension Benefits Standards Act, and the Minister of National Revenue.

b) On-going Plan

No surplus funds arising from time to time while the Plan is an on-going operation shall revert to the Employer or be used by the Employer for purposes other than for:

- i) The exclusive benefit of members of the Plan; or
- ii) To offset Employer and employee contributions.

ARTICLE 39



HEALTH AND BENEFIT PLANS

39.01 Eligibility:

- a) Full-time and seasonal employees will be eligible for coverage after three (3) months of continuous employment.
- b) 14-j Part-time employees will be eligible for coverage after three (3) months of continuous employment provided they work more than twenty (20) hours per week
- c) Term employees hired for six (6) months or more will be eligible for coverage after three (3) months of continuous employment.

39.02 The Employer will pay one hundred percent (100%) of the premium costs for the coverage's specified below to provide the following insurance benefits:

- a) Extended Health Coverage
- b) Dental Coverage
- c) Vision Coverage
- d) Short-Term Disability
- e) Dependent Life Insurance
- f) Basic Life Insurance
- g) Basic Accidental Dismemberment

13.a.
1, 3, 5, 6, 7, 8

39.03 The Employee will pay one hundred percent (100%) of the premium cost for the following benefit:

- a) Long-Term Disability

39.04 In addition the Employer will make available the following optional plans which will be one hundred percent (100%) employee funded:

- a) Optional Life Insurance
- b) Accidental Death and Dismemberment

39.05 Benefits provided to employees will not be less than those provided in Great-West Life contract numbers 139297 and 139298 effective on January 1, 1997. Further information regarding the benefit and insurance plans is provided in the Employers Employee Handbook.

39.06 The provisions of 39.02 a) Extended Health Coverage, which includes out-of-province and Global Medical Assistance, and f) Basic Life Insurance shall continue for employees who retire. The Employer shall pay fifty percent (50%) of the premium cost.

ARTICLE 40



REGISTRATION FEES

40.01 The Employer shall reimburse an employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of their position, as described in the employee's job description or when required by the Employer.

40.02 Employees who must possess a professional level of drivers licence (Class 5/2 or 1), the Employer will reimburse fifty percent (50%) of the zero merit level base cost of the licence as a maximum, or fifty percent (50%) of the actual cost if lower.

40.03 When a current employee is appointed into a position which requires a professional level of drivers licence, the Employer will reimburse one hundred percent (100%) of the initial cost of obtaining the licence.

ARTICLE 41



BILINGUAL POSITIONS

41.01 The Employer will determine if a requirement for a bilingual position exists.

41.02 Employees who occupy a bilingual position and who can demonstrate proficiency as required by the Employer will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.

41.03 The Employer will utilize the services of the College de St. Boniface to assess an employee's language proficiency beyond the Manitoba High School Diploma Level (or equivalent) that is required in relation to the job description of the bilingual position.

ARTICLE 42



PARKING

42.01 The Employer agrees to provide parking with electrical plug-ins at no cost to all employees. The value of this will be identified on employee's T4 slips as required by law.

ARTICLE 43



TRAVEL

43.01 The Employer and the Union agree that employees shall be compensated for reasonable out of pocket expenses while on Employer requested travel.

43.02 The Employers Travel Policy (Appendix A) shall be as agreed on May 2008 by the PSAC and the Employer and shall be deemed to be part of this Collective Agreement. The Employer agrees to consult with the PSAC at least thirty (30)

days prior to implementing any travel policy improvements, other than amendments or revisions to the actual rates contained therein that may affect employees. Any other amendments or revisions either to rates or to the policy shall be implemented only upon mutual consent of the parties.

43.03 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the maximum compensation paid shall be the employee's normal daily hours at the employee's straight time rate of pay.

ARTICLE 44



UNIFORMS AND CLOTHING AND TOOLS

44.01 For the health and safety of employees and the public image of the Employer, uniforms and protective clothing or allowances will be provided on an individual basis in accordance with the provisions of this article to those employees who are required by the Employer to wear them on duty.

44.02 The Employer will hold meaningful and constructive consultations with the Union when the nature of the work is such that special protective clothing and outerwear, which must meet CSA and WCB standards, may be required for reasons of occupational health and safety. It is recognized by the parties that the initial forum for such consultation shall be the Occupational Health and Safety Committee. Such clothing will be provided, maintained and replaced at no cost to the employee.

44.03 The Employer will provide the clothing items, listed below.

i)	<u>Dress Uniform</u>	<u>Initial Issue</u> (upon certification)
	Tunic	1
	Shirt	1
	Necktie	1
	Trousers	1
	Service Cap (with badge)	1

ii)	<u>Work Uniform</u>	<u>Initial Issue</u>	<u>Replacement Cycle</u>
	Trousers	2	as required
	Shirts, cotton	4	as required
	Nylon jacket	1	2 years
	Wool sweater/sweatshirt	1	as required
	Belt w/buckle	1	as required
	Jumpsuit/coveralls	1	as required
	T-shirts	8	4 every year
	Ball Caps	1	as required

44.04 Supply and installation of Identification Crests shall be the responsibility of the Employer.

44.05 The Employer shall reimburse a maximum of one hundred & sixty dollars (\$160.00), to employees who are required to wear safety footwear. All safety boots shall be CSA approved.

44.06 The Employer will continue the practice of providing sunglasses.

44.07 The Employer will supply one (1) parka every three (3) years to employees who work outdoors on a regular basis. Parkas will be cleaned annually, or as needed, by the Employer at no cost to the employee.

44.08 The Employer will provide, maintain and replace, at no cost to the employee, all tools required by employees in the performance of their duties.

ARTICLE 45



STANDARD OPERATING PROCEDURES

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

45.02 For the duration of this Collective Agreement:

8.6.7/1

- i) the Firehall will operate on a twenty-four (24) hour basis;
- ii) employees will be scheduled on a fourteen (14) hour and ten (10) hour shift basis (i.e. an average of twelve (12) hours);
- iii) there will be a four (4) Platoon System;

- iv) each Platoon will consist of a minimum of one (1) Captain and three (3) Firefighters; and,
- v) the on-duty crew complement may run below Platoon strength during employee absences and shod-term vacancies.

45.03 Job Security

- a) Subject to the provisions of Article 5 and Article 33, during the life of this Agreement, and subject to the willingness and capacity of individuals to accept re-assignment and retraining, the Employer will ensure that any reduction in the workforce will be accomplished through attrition.
- b) On re-assignment, an employee's salary will be protected in accordance with Article 33.
- c) An employee reassigned to an alternate position may receive sufficient training to maintain Firefighter requirements and, in such case, shall:
 - i) be available to replace absent employees and,
 - ii) be placed on an eligibility list for appointment to vacant positions

ARTICLE 46

LONG SERVICE PAY

46.01 An employee who receives pay for at least eight-four (84) hours for each of twelve (12) consecutive months for which the employee is eligible to receive long service pay, beginning November 1 of each year, is entitled to be paid in a lump sum, an amount related to the employee's period of continuous employment with the Employer set out in the following table: (continuous employment will include prior public service for those employees who transferred to the Employer January 1, 1997)

11.010

Period of Continuous Employment	Annual \$
5 to 9 years	340
10 to 14 years	450
15 to 19 years	580
20 to 24 years	710
25 to 29 years	840
30 years or more	970

46.02 An employee who does not receive at least eighty-four (84) hours pay for each of twelve (12) consecutive calendar months for which the employee is eligible to receive long service pay, beginning November 1 of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in Clause 46.01 for each month for which they receive at least eighty-four (84) hours pay.

46.04 Where an employee does not complete the employee's specified period of continuous employment in the Public Service and the Employer upon the first day of a calendar month, the employee shall, for the purpose of Clause 46.02 be deemed to have completed the specified period of employment;

- a) On the first day of the current month if the employee completes the specified period of employment during the first fifteen (15) days of the month; and,
- b) On the first day of the subsequent month in any other case.

ARTICLE 47
◆
AGREEMENT RE-OPENER

47.01 This agreement may be amended by mutual consent.

ARTICLE 48
▲
PHYSICAL FITNESS

48.01 The parties agree that employees should maintain a minimum level of physical fitness and recognize that many factors such as age, health and physiological changes can affect an individual's ability to maintain such a level of physical fitness.

3.H
6.E.10
48.02 The parties acknowledge the current physical fitness program in use at the workplace. A joint committee (consisting of one employee from each platoon and an Employer representative) will be struck to oversee the functioning of the physical fitness program for the purpose of improving or expanding the program.

48.03 Such a program will include, but will not be limited to, a professional assessment with follow-up advice, and professional assistance in developing and maintaining a personal exercise and diet program.

8.04 The joint committee will continue to meet, review such matters as it deems necessary, and provide recommendations throughout the life of the agreement.

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

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

48.06 Failure to achieve an acceptable performance on the annual physical fitness test shall result in mandatory participation as per Clause 48.05.

3, c, 48.07 In the event that an employee is unable to perform their regular duties due to disability, the Employer shall make every reasonable effort, in accordance with the Canadian Human Rights Act, to accommodate the employee with continued employment.

ARTICLE 49



RATES OF PAY AND DURATION

Duration July 1, 2008 to June 30, 2012

Pay rates for any classification not listed below will be established by applying the appropriate rate increase(s) to the expired collective agreement rates for the classification.

Any reduction in hours of work will not result in any reductions in hourly rates or annual salary. All Pay increases will be applied after the revised hourly or annual rates have been calculated and adjusted.

Winnipeg Airports Authority - Rates of Pay

		Step 1	Step 2	Step 3	Step 4
Recruit *	Base	50099			
	2008	51852			
	2009	53408			
	2010	55010			
	2011	56660			
Firefighter	Base	55372	57706	60040	62377
	2008	57310	59726	62141	64560
	2009	59029	61518	64005	66497
	2010	60800	63364	65925	68492
	2011	62624 <i>BR</i>	65265	67903	70547
Fire Captain	Base	61696	64188	66678	69169
	2008	63855	66435	69012	71590
	2009	65771	68428	71082	73738
	2010	67744	70481	73214	75950
	2011	69776	72595	75410	78229

* The recruit rate is for a new Firefighter during his training period and is in effect until the employee has reached operational status.



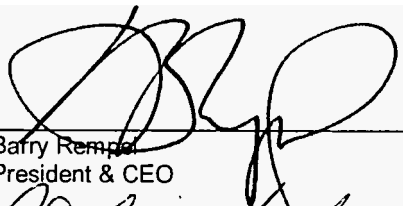
WINNIPEG
AIRPORTS AUTHORITY

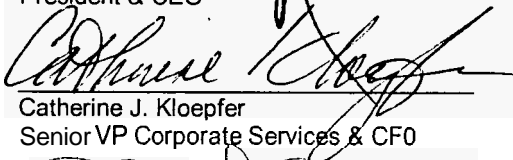


Collective Agreement ratified February 11, 2009, between Winnipeg Airports Authority Inc. and the Public Service Union of Canada, Local 50600 and signed in Winnipeg on February 15, 2009.

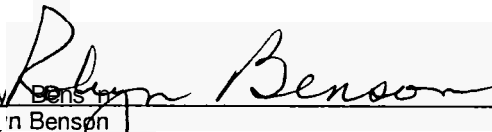
For Winnipeg Airports Authority:


For the Public Service Union of Canada:


Barry Rempe
President & CEO

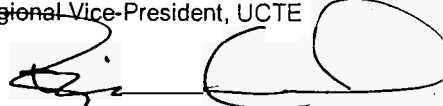

Catherine J. Kloepfer
Senior VP Corporate Services & CFO


Dianna Richardson
Manager, Human Resources


Robyn Benson
Regional Executive Vice President Prairies, PSAC


Tom Milne
Negotiator, PSAC


Teresa Eschuk
Regional Vice-President, UCTE


Brian Gierl
Fire Captain


Jim Abram
Fire Captain


Wade Forster
Vice President, Local 50600

LETTER OF UNDERSTANDING#1

BETWEEN

Winnipeg Airports Authority Inc.

And

Public Service Alliance of Canada

RE: HUMANITIES FUND

The Employer agrees to make a contribution to a Humanities Fund which will be set up and administered by the PSAC/UCTE Local 50600. The Employer will contribute \$0.01 per hour worked for each bargaining unit member. Contributions made by the Employer will be based upon a member's regular hours worked and excludes overtime.

Signed this 25th day of FEBRUARY, 2009.


Winnipeg Airports Authority Inc.


Public Service Alliance of Canada

LETTER OF UNDERSTANDING #2

BETWEEN

Winnipeg Airports Authority Inc.

And

Public Service Alliance of Canada

RE: **42** Hour Work Week

The parties acknowledge that the average work week is **42** hours. In full satisfaction of any claims for overtime pay, or any other additional pay or benefits, which may be available to employees, the parties agree that the Employer will grant each employee four (**4**) shifts (totaling **48** hours) per calendar year, off with pay. These shifts may only be taken with the approval of the Employer based on operational requirements, may not be carried over, and if not used will not be paid out.

Signed this 25th day of FEBRUARY, 2009.


Winnipeg Airports Authority Inc.


Public Service Alliance of Canada

MEMORANDUM OF UNDERSTANDING#1

Between

Winnipeg Airports Authority Inc.

And

Public Service Alliance of Canada

-PENSION PLAN

Notwithstanding Article **38.01** of the collective agreement, the parties agree to the following amendments to the defined benefit pension plan.

- 1) The Employer will rescind changes unilaterally enacted to the Alternate Plan as described in the Employer communique entitled "Increase in Pension Plan Contributions". An amount equivalent to the total increased amount of employee deductions collected by the Employer during the period January 1st, **2003** to the date of signing of this Memorandum shall be paid by the Employer to each individual affected.
- 2) Effective January 1, **2004**, employee contribution levels will increase in accordance with the table below.

Year	Contribution above YMPE	CPP Contribution Rate	Contribution below YMPE
2004	7.5%	4.95%	4.0%
2005	7.9%	4.95%	4.4%
2006	8.3%	4.95%	4.8%
2007	8.7%	4.95%	5.2%

- 3) Effective January 1, **2004**, the Retirement Benefit for the Standard Plan will be modified to equal, for each year of service accrued after the effective date, 1% of the employee's best **5** consecutive years' earnings.
- 4) Effective January 1, **2004**, the Alternate Plan will be modified for all years of service accrued after the effective date, **2%** of the

employee's best 5 consecutive years' earnings less 0.7% of the final 5 year average YMPE under the CPP. Upon retirement prior to age 65, an additional benefit of 0.7% of the final 5 year average YMPE for each year of pensionable service accrued after the effective date is payable to age 65.

- 5) For each future valuation report the normal costs for the Standard and Alternate Plans will be shown separately and broken down between Employer and Employer contributions.

Signed this 25th day of FEBRUARY, 2009.


Winnipeg Airports Authority Inc.


Public Service Alliance of Canada

POLICY:

The Winnipeg Airports Authority's policy is to ensure that all employees of the corporation, travelling on company business or training, are afforded transportation and accommodation that are comfortable and of good quality and are reasonably reimbursed (ie. no gain or loss to the employee) for expenses incurred while away from the WAAI. The basic policy and procedures as outlined applies to all WAAI employees and are meant as a guideline in respect to all travel.

1.0 EMPLOYEES:

WAAI employees shall be responsible for:

- i. Obtaining prior authorization to travel.
- ii. Submitting fully completed travel expense claims on an authorized form with necessary supporting documentation.
- iii. Submitting travel claims in a timely manner as outlined.

2.0 TRAVEL POLICIES

2.1 Travel Points and Other Promotions

Travel industry promotions are aimed at attracting business travellers and include benefits such as bonus air points. Such bonus points may be accumulated by the employees for their personal use. Employees shall not accept benefits offered by third parties arising from the performance of their duties. Coupons, vouchers or other benefits received for such things as meals and accommodation should be used and claims shall not be made for any such meal or accommodation that have been provided free of charge to the traveller. An explanation should be written on the travel claim.

2.2 Procedures

The procedures regarding travel are split between the following areas; Travel Authority, Travel Advances, Travel Costs and Travel Reimbursement.

Travel Authority:

All travel must be approved in advance by the employee's Manager

Employees will complete a Travel Authority form.

All travel arrangements will be the responsibility of the employee. The employees may use any commercial travel agency or book direct with airlines.

No travel arrangements will be finalized or booked until a Travel Authority has been prepared and approved.

The Travel Authority and Advance Form should contain, *at a minimum*, the following information:

- name and address of traveller
- purpose and duration of trip
- the locations, dates and times of arrival and departure
- pre-paid costs
- modes and classes of transportation
- vehicle rental size and authorization
- amount of advance requested
- name of accommodation, city and rate.
- an estimate number and cost of meals and miscellaneous expenses
- other expected costs

Travel Advances:

The WAAI guarantees that all travel claims will be processed, audited and cheques issued within 5 working days of receipt of properly completed and approved travel claim by Accounting.

The WAAI, will if necessary, advance funds for travel. The WAAI would recommend that all travel costs be placed on the employee's credit card and a travel claim be submitted at the conclusion of trip. When travel advances are provided to the employee for travel, Travel Claims should be submitted on a timely basis.

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 and minimal amount.

a) Air Travel

Commercial air travel shall be by economy class.

Significant savings can be realized on flights when trips are planned and arranged as far in advance as possible so as to make them eligible for reduced fares. The various restrictions which may apply to certain special fares must be taken into account, including the possibility of increased living expenses (i.e. meals, lodging, etc.) occurring by reason of extending the trip to meet the conditions of the carriers' special fare.

Employees wishing to stopover at various locations for personal reasons will be required to reimburse the company for any additional cost resulting from the difference between the direct flight to and from the destination location and the additional flight costs incurred for stopovers related to the traveller. **All** costs related to the personal stopover are also the responsibility of the individual.

b) Taxis

Generally, taxis should not be used when another form of transportation, such as local transit, airport service or private vehicle is available and its use is practical and convenient. Receipts are required for reimbursement.

c) Private Vehicles

All distances driven shall be accumulated and reimbursed in accordance with the appropriate kilometric rate as prescribed by the Canada Revenue Agency. Travellers are to use the most direct routes and shall claim only for distances necessarily driven on WAAI business.

Kilometer Rates (for 2008)

- 52 cents per kilometre for the first 5,000 kilometers in the taxation year
- 46 cents per kilometres thereafter

All necessary costs incurred for road, ferry, bridge and tunnel tolls, and parking charges shall be reimbursed. Receipts must be provided for all charges. In cases where no receipt is available, such as metre parking or

some tolls, these charges, when incurred, should be identified and "No Receipt" indicated.

Prior to a private vehicle being approved for travel instead of commercial travel, a calculation should be presented for approval to determine that the costs, (i.e. meals consumed en route, kilometric rate, incidentals and accommodation) do not exceed the cost of the commercial travel.

(d) Accommodation

The traveller shall be reimbursed for the actual and reasonable expenses for commercial accommodation as authorized. WAAI will authorize single room accommodation that is conveniently located and comfortably equipped. Employees travelling to conferences or courses should attempt to use, if possible, the special hotel rates afforded by the particular conference or association.

It is the traveller's responsibility to question the commercial establishment when the rate charged is in excess of the confirmed rate on the travel itinerary. The traveller should review all hotel charges to ensure they are applicable.

Miscellaneous charges such as room bar service and in-room movies, are the responsibility of the traveller and shall not be reimbursed.

e) Meals

The meal costs contained in this policy are based on the consumption of meals in restaurants while the staff member is away on WAAI business.

The travelling staff member will be reimbursed for **reasonable** costs of breakfast, lunch and dinner when applicable. Costs will not be reimbursed if the meal was provided free of cost to the traveller as part of the transportation cost or included in the conference meeting registration fees. **Reimbursement will be based on actual costs incurred, as supported by receipts.** Travelling includes part days.

Expenses incurred in connection with attendance at meetings or events that are of a personal interest shall not be reimbursed.

f) Rental Vehicles

Rental vehicles may be authorized on travel where this mode of travel is economical and practical. Travellers are encouraged to book rental vehicles at time of trip booking to ensure the economical rates are used.

In order to conserve energy, compact sized cars should be used for single travellers. Mid sized or full sized vehicles shall be authorized only when the number of travellers to be carried or the goods being transported warrants the use of a larger vehicle.

When a vehicle is rented, travellers **shall purchase** a collision damage waiver for the entire period that the car is rented. This cost shall be reimbursed by the company. Travellers shall not claim for personal accident insurance.

g) Telephone Calls

An employee on travel status shall be reimbursed the costs incurred for local or long distance telephone calls necessarily placed as a result of WAAI business. Telephone calls claimed shall be supported by statements as to whom was called. The extra charges incurred if a call is placed through the switchboard of the hotel will be reimbursed. Receipts are required.

Employees will be allowed reasonable costs incurred to phone home at reduced evening rates.

h) Conference Travel

For all conference travel, a copy of the conference brochure and any other backup documentation will be submitted to Finance with the completed WAAI Expense Report.

i) Incidental Expenses

All necessary costs incurred for incidental expenses such as: laundry, valet parking and gratuities et al shall be reimbursed if costs are reasonable. Receipts must be provided for all charges. These charges, when incurred and no receipt provided, should be identified and "No Receipt" indicated.

The costs incurred in converting reasonable sums to foreign currencies and reconvertng any unused balance to Canadian Currency shall be reimbursed based on receipts.

Travel Reimbursement:

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

Claims

All Travel Claims, on a WAAI Expense Report, should be forwarded to the Manager for approval. The claim, as calculated by the traveller, once approved will be forwarded to Accounting. Accounting will review all travel claims for accuracy, and appropriate complete documentation. Expense reports will be chosen at random for audits by the Finance department to ensure compliance with this policy.

It is the Manager's responsibility to ensure that the charges claimed are in accordance with this policy.

If a travel claim requires revision, Finance will make the appropriate changes and forward the claim back to the traveller for secondary approval.

Booking Air Travel

For those employees not wishing to use their personal credit card to book their air travel, they may contact one of the travel agencies listed below. Before calling one of these agencies to charge their airfare, employees will be required to obtain a *Travel Authority Number* from the Finance Department.

Continental Travel: Ph: 989-8584

Where the traveller certifies that the receipt was lost, accidentally destroyed, or unobtainable, a personal declaration may replace the receipts.