

COLLECTIVE AGREEMENT

BETWEEN

**THE PUBLIC SERVICE ALLIANCE OF CANADA
UCTE LOCAL 80829**



AND

HALIFAX INTERNATIONAL AIRPORT AUTHORITY



Expires: January 31, 2008

12926 (02)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose.....	1
2	Recognition.....	1
3	Management Rights.....	2
4	Union Security.....	2
5	Job Security.....	3
6	Strikes and Lockouts.....	7
7	Union Management Consultation.....	7
8	Information.....	8
9	Use of Authority Facilities.....	9
10	Employee Representatives.....	9
11	Grievance and Arbitration Procedure.....	10
12	Suspension and Discipline.....	13
13	No Harassment and No Other Forms of Discrimination in the Workplace... 14	14
14	Employee Status.....	15
15	Probation.....	17
16	Hours of Work.....	18
17	Overtime/Reporting Pay.....	22
18	Call Back.....	26
19	Standby.....	27
20	Wash-up Time.....	27
21	Shift Premiums.....	27
22	Pay Administration.....	28
23	Leave General.....	30
24	Designated Paid Holidays.....	30
25	Vacation Leave.....	33
26	Education and Career Development Leave.....	36
27	Leave With or Without Pay For PSAC or Union Business.....	38

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
28	Other Leave With or Without Pay.....	39
28A	Maternity Leave.....	44
28B	Parental Leave.....	48
29	Staffing Procedure.....	53
30	Job Classification.....	54
31	Statement of Duties.....	55
32	Employee Performance Review and Employee Files.....	55
33	Technological Change.....	56
34	Severance Pay.....	58
35	Break in Service and Employment.....	60
36	Seniority.....	60
37	Health and Safety.....	61
38	Sick Leave With Pay.....	63
39	Pensions.....	64
40	Health and Benefit Plans	66
41	Registration Fees.....	67
42	Bilingual Positions.....	67
43	Parking.....	67
44	Travel.....	67
45	Uniforms and Clothing and Tools.....	68
46	Standard Operating Procedures.....	71
47	Long Service Pay.....	71
48	Re-opener.....	72
49	Firefighter Physical Fitness.....	72
50	Apprenticeship Program.....	73
51	Duration.....	73

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
<u>Appendices</u>		
Appendix A	Rates of Pay.....	75
Appendix B	Pay Notes.....	83
Appendix C	Certification being Order Number 7775-U.....	84
Appendix D	Seniority - Seasonal Employees.....	86
Appendix E	Airport Employee Transfer Plan, Article 1.4.....	87
<u>Letter of Intent</u>		
No. 1	Job Evaluation Plan.....	88
<u>Letters of Understanding</u>		
No. 1	Employee Performance Review.....	90
No. 2	Furlough Leave.....	91
No. 3	Safe Work Procedures.....	92
No. 4	Use of Facilities.....	103
No. 5	Commuting Allowance.....	104
No. 6	Term Employees.....	105
No. 7	Students.....	106
No. 8	Harassment Policy.....	107
No. 9	Humanities Fund	108

ARTICLE 1



PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Authority, the PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to the PSAC, employees and the Authority and each commits, at all times, to act in good faith.

ARTICLE 2



RECOGNITION

- 2.01 The Halifax International Airport Authority ("Authority") recognizes the Public Service Alliance of Canada ("PSAC") as the sole and exclusive bargaining agent for all employees of the Authority excluding:

The President and Chief Executive Officer (formerly the President);
Executive Assistant to the President and Chief Executive Officer;
Executive Assistant to the Board;
Executive Vice-president and Chief Operating Officer (new exclusion);
Vice-president, Finance and Administration;
Executive Assistant to the Vice-president, Finance and Administration;
Director, Human Resources;
Human Resources Coordinator (formerly Superintendent, Human Resources);
Human Resources Coordinator;
Director, Communications and Public Affairs (new exclusion);
Director, Operations (formerly Manager, Airside Operations);
Controller (formerly Manager, Finance and Administration);
Director, Technical Services (formerly Manager, Technical Services);
Director, Facilities (formerly Manager, Facilities);
Manager, Business Development (new exclusion);
Manager, Procurement;
Manager, Operational Response (formerly Superintendent, Operations);
Manager, Airside Services (formerly Superintendent, Airside Technical Services);
Manager, Property Management (formerly Superintendent, Property Management);
Manager, Security and Protective Services (formerly Superintendent, Security and Protective Services); and
Chief, Emergency Response Services.

Attached as Appendix "C" is a copy of the Certification, being Order Number 7775-U, issued by the Canada Industrial Relations Board and dated April 18, 2000.

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

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

UNION SECURITY

- 4.01 a) Subject to the provisions of this Article, the Authority 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 Authority shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- b) The Authority agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The PSAC shall inform the Authority in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with clause 4.01 shall be remitted to the Comptroller of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 4.05 No employee organization, other than the PSAC, shall be permitted to have membership dues and/or, other monies deducted by the Authority from the pay of employees in the bargaining unit.
- 4.06 The PSAC agrees to indemnify and save the Authority 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 Authority limited to the amount actually involved in the error.

ARTICLE 5

JOB SECURITY

- 5.01 a) The Authority is committed to the provisions of Article 1.4 (Appendix E) of the *Airport Employees Transfer Plan* dated October 22, 1999 and, as a principle of its mandate as an Airport Authority pursuant to the provisions of the *Airport Transfer (Miscellaneous Matters) Act*, to all present and future employees and, in furtherance of that principle and in accordance with the provisions of this Agreement, will fairly, in good faith, without discrimination and reasonably consider all proposals from the PSAC for the provision of present and future work by employees of the Authority.
- b) Subject to the capacity and willingness of employees to accept reassignment and retraining or any other measure that is provided for in clause 5.02, the Authority will make every effort in accordance with clause 3.02 to ensure that any reduction in the permanent workforce of the Authority will be accomplished through attrition.
- c) The Authority accepts its responsibility that it will make every effort in accordance with clause 3.02 to attempt to avoid the necessity of an employee being provided with a notice of layoff and the consequential requirement to consider other resolutions in accordance with this Article.
- 5.02 In the event the Authority considers that its mandate may not be able to be met through attrition:
 - a) the Authority will advise the PSAC in writing at least one hundred and eighty (180) days in advance of any proposed reduction in the permanent workforce of the Authority. Such notice will outline the reasons for the proposed workforce reduction, the location and the number of employees who may be affected;
 - b) the Authority acknowledges its obligation to provide, and to meet and discuss with the PSAC, the reasons for such proposed action pursuant to clause 3.02; and
 - c) the Authority commits to meet with the PSAC and, both parties acting in accordance with the provisions of this Agreement (including clauses 1.02 and 3-02), will make every effort to negotiate a resolution which can include, but is not limited to the following measures:

- (i) retraining;
- (ii) cross-training;
- (iii) apprenticeship plans;
- (iv) dual certifications;
- (v) reducing work performed by contractors;
- (vi) voluntary early retirement or separation incentive ("lump sum" buy-out for voluntary severance) as provided for in Article 34 - Severance; and
- (vii) any other temporary or permanent measure as mutually agreed between the parties.

It is acknowledged by the parties that the provisions of Article 11 - Grievance and Arbitration may be utilized by the parties with respect to any disputes with respect to the interpretation or application of the provisions of this Article 5.

5.03 For the purpose of this Article, service is defined as:

- a) the length of continuous service with the Authority for employees hired subsequent to February 1, 2000;
- b) the length of continuous service with the Authority and the Federal Government, for former Transport Canada employees who joined the Authority at the date of transfer, February 1, 2000, and for seasonal employees, the date referred to in Appendix "D";

5.04 a) The Authority shall offer a separation incentive ("lump sum" buy-out for voluntary lay-off) to an affected employee for the purpose of avoiding lay-offs. The separation incentive shall be the equivalent to:

- (i) four (4) months' salary; plus
- (ii) one (1) month's salary for each full year of service; and
- (iii) separation incentives shall not exceed the equivalent of two (2) years' salary.

b) At the request of the PSAC, the greater of the amount so determined in accordance with this clause 5.04 or the amount of the severance payment determined in accordance with Article 34, may be made available to any other employee of the Authority, either by way of a voluntary early retirement payment or a separation incentive, if by so doing there is a reasonable alternative to the lay-off of the affected employee(s).

- c) Any employee receiving a separation incentive in accordance with this clause 5.04 shall not be entitled to receive a severance payment in accordance with Article 34 - Severance, unless the severance payment is greater than the separation incentive in accordance with this clause 5.04.
- 5.05
- a) When the Authority meets with an employee to advise them of such opportunities, the employee shall be provided with the opportunity to be represented by an PSAC representative.
 - b) 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.
- 5.06 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 any 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,
- 5.07 Should there be no vacant position available in 5.06 above, an employee may be assigned to a vacant position of a lower classification level in 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. 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 in accordance with clause 22.05 (a) (at the rate of pay provided in 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 be salary-protected in accordance with clause 22.05 (b) 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.

- 5.08
- a) Employees subject to lay-off will be notified thirty (30) days in advance of their lay-off date.

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 Authority 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.
- 5.09 If following the process outlined in clause 5.02 above no alternative resolution is determined, employees subject to lay-off for an indefinite period shall have the option of:
- a) accepting lay-off, retaining the right of recall for ,up to one (1) year; or,
 - b) accepting termination from the Authority with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined above; or
 - c) displacing the most junior employee within their current classification, if any, or classification in which the employee has worked, providing the employee can establish that they have the ability to perform the job. The employee shall notify the Authority within two (2) weeks of notice of lay-off of the decision to displace another employee.
- 5.10 Any employee displaced from their position as a result of 5.09 (c) above will have the option of exercising their rights outlined in 5.09 (a) or 5.09 (b) or of displacing a junior employee, who is the most junior employee within any classification in which the employee has worked, provided the employee can demonstrate that they have the ability to perform the job. The employee shall notify the Authority of their intent to displace another employee within two (2) weeks of receiving notice that they are being displaced as a result of 5.09 (c) above.
- 5.11 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.
- 5.12 Full-time employees will not be required to accept part-time employment.
- 5.13 Employees who are displaced will become subject to the provisions of this Article.
- 5.14 Recall
- (1) Employees, who have been laid-off and have not accepted a separation incentive pursuant to this Article, shall be entitled to recall in reverse order of lay-off for a period of one (1) year from the date of lay-off provided the employee can demonstrate that they have the ability to perform the job or may qualify within a reasonable training period. Upon expiry of the recall period, an employee shall receive severance pay if they have not been recalled.
 - (2) 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 for which the employee is qualified to perform or may qualify within a reasonable training period.
- 5.15 Employees hired prior to the date of signing of this Agreement shall not be subject to lay-off or have their hours of work reduced, or for seasonal employees have their recall rights

affected, as a result of the Authority contracting out work.

- 5.16 No employee shall be required to perform any substantive work outside the bargaining unit without the employee's consent.
- 5.17 Excluded employees of the Authority and volunteers not covered by the terms of this Collective Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except for past practices and in emergencies where the employees covered by this Agreement are not available.

ARTICLE 6



STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes or lock-outs (as defined in the Canada Labour Code and accompanying regulations) during the life of this Collective Agreement.
- 6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Authority's premises, the Authority 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 Authority, and the Authority will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04 The Authority shall not assign any employee work normally performed by a tenant's employees who are on strike or locked out.
- 6.05 If an employee refuses to cross any picket line, the employee shall not be paid for time not worked and the employee shall not be subject to discipline.

ARTICLE 7



UNION MANAGEMENT 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 Collective Agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this collective agreement.

- 7.03 The Authority agrees to give the PSAC reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by this Collective Agreement.
- 7.04 Grievances shall not be dealt with at joint consultation under this Article,
- 7.05 The Union Management Consultation Committee ("UMC Committee") will have no authority to amend or alter this Collective Agreement.
- 7.06 The parties agree that guidelines for joint consultation will be developed by the UMC Committee within, unless otherwise agreed, three (3) months of ratification of this Collective Agreement, and such guidelines shall be subject to amendment by mutual consent only.

ARTICLE 8
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INFORMATION

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

- f) names and titles of all excluded staff; and
- g) courtesy copies of documents normally released to employees, such as, but not limited to, documents which relate to changes in conditions of employment or working conditions not governed by this Collective Agreement.

ARTICLE 9



USE OF AUTHORITY'S FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the PSAC for the posting of official PSAC notices. The PSAC shall endeavor to avoid posting notices which the Authority, acting reasonably, could consider adverse to its interests.
- 9.02 The Authority agrees to permit PSAC representatives reasonable use of the Authority's Electronic Communication Systems for Union business.
- 9.03 The Authority will make available specific locations on its premises for the placement of reasonable quantities of literature of the PSAC.
- 9.04 A duly accredited representative of the PSAC shall be permitted access to the Authority's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local.
- 9.05 Where practical, the Authority will provide a meeting room to the Local so that it may carry out union business.
- 9.06 The Authority agrees to provide the Union Executive, at no cost, with the use of a photocopier, for the reasonable requirements of the Local at times convenient to the operational requirements of the Authority, a filing cabinet for its sole and exclusive use and an office equipped for a telephone.

ARTICLE 10



EMPLOYEE REPRESENTATIVES

- 10.01 The Authority acknowledges the right of the PSAC to appoint or otherwise select employees as representatives.
- 10.02 The PSAC shall determine the jurisdiction of each representative.
- 10.03 The PSAC shall notify the Authority in writing of 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 Authority shall ensure that new employees are introduced to a representative of the PSAC on their first day of work.
- 10.06 The Authority agrees to provide the President of the Local or designate and the new employee(s), at the time of their orientation, leave with pay of one (1) hour to acquaint the newly hired employee(s) with the fact that a collective bargaining relationship exists between the PSAC and the Halifax International Airport Authority.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 The Authority and the PSAC agree that discussions should occur between employees, the PSAC representatives and Authority representatives, when problems or differences arise, in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, PSAC representatives and Authority 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 Authority and, or, the PSAC, or between the employee(s) and the Authority, 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. If the time limits set out in Complaint Step, Step 2 or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the Authority fails to meet a time limit, the PSAC, at its option, may either advance the grievance to the next step or await the Authority's response, in which case no time limit shall apply against the PSAC until it has received the Authority'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 PSAC representative shall be given leave with pay to prepare for and attend such meetings. At either the Complaint Step or at Step 2, the Authority representative may be assisted by a Human Resource representative. The PSAC shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 11.06 The Authority shall post the names and/or titles of the appropriate designated Authority Representatives.

11.07 STEPS OF THE GRIEVANCE AND ARBITRATION PROCEDURE

Complaint:

Within twenty five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the PSAC may submit an oral or written complaint to the Authority representative.

Within ten (10) days of the receipt of the complaint, the Authority, employee and union representative shall meet in an attempt to resolve the complaint. The Authority shall provide an oral or written response within five (5) days of such a meeting to the employee(s) and the PSAC representative.

STEP 2:

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

Within twenty-five (25) days of becoming aware of a matter giving rise to a grievance, the PSAC may submit a policy grievance in writing, including the redress requested, to the Authority representative designated as Step 2.

The designated Authority representative shall convene a meeting with the union representative and, where applicable, the employee, and then render a decision within ten (10) days of the receipt of the grievance.

STEP 3:

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

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

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

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

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

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

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

Expedited Arbitration

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

Procedure:

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

- f) Such decisions may not be used to alter, modify or amend any part of this Collective Agreement, nor should any decision be incompatible with the provisions of this Collective Agreement; and
- g) Such decisions from the expedited format shall be final and binding upon the parties.

ARTICLE 12
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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 formal 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 formal disciplinary decision concerning that employee, the employee is entitled to have, at their request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of twenty-four (24) hours written notice (including reasons) of such a meeting.
- 12.03 The employee(s) shall be advised of their right to have a union representative present at any formal disciplinary meeting or at any meeting held with employee(s) to investigate alleged misconduct of the employee(s).
- 12.04 No employee will be disciplined without just and sufficient cause. The timing of the imposition of such discipline shall be exercised in accordance with Article 3.

When an employee is suspended from duty or discharged, the Authority undertakes to notify the employee, in writing, of the reason for such suspension or discharge. The Authority will give such notification at the time of the suspension or discharge.

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

- 12.05 The Authority agrees not to introduce into evidence in a hearing relating to disciplinary action any document from the file of an employee, a copy of which the employee was not provided with at or before the time of placement in the employee's personnel file or within a reasonable time thereafter.
- 12.06 If an employee files a grievance against a written reprimand, suspension or discharge in accordance with Article 11, the Authority may, in its discretion (exercised in accordance with Article 3), postpone the imposition of the disciplinary action until the grievance is resolved

12.07 In order of severity, the types of disciplinary action to be considered in a progressive manner shall be:

Informal:

- oral reprimand

Formal:

- written reprimand
- suspension
- discharge

12.08 In cases of written reprimand, suspension or discharge, the Authority 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.

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

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

12.11 No employee will be disciplined nor treated in such a manner as to violate Article 13, for "whistle-blowing" - ie. reporting any abuse of office, financial or otherwise.

ARTICLE 13

NO HARASSMENT AND NO OTHER FORMS OF DISCRIMINATION IN THE WORKPLACE

13.01 The PSAC and the Authority recognize the right of employees to work in an environment free from sexual and personal harassment and free from abuse of authority and the Authority undertakes to ensure that sexual, personal harassment and abuse of authority will not be tolerated in the workplace.

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

- b) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
- c) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of that employee or in any way interfere with or influence the career of the employee, It includes intimidation, threats, blackmail or coercion.

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

13.04 The parties agree that complaints alleging a breach of this Article should be dealt with in accordance with the Harassment Policy of the Authority. In the event that complaint is not resolved to the satisfaction of either party, the matter may be referred to the Grievance Procedure provided in Article 11. In this event, all parties agree that Step 1 of the Grievance Procedure will be waived.

13.05 As soon as is reasonably practicable following the signing of this Agreement, the Authority agrees to consult with the PSAC in accordance with Article 7 to consider changes to the Harassment Policy and further agrees to consult in accordance with Article 7 at least thirty (30) days prior to implementing any future changes to that policy.

ARTICLE 14
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EMPLOYEE STATUS

14.01 Full-Time Employees

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

14.02 Part-Time Employees

A part-time employee is an employee whose weekly scheduled hours are less than those established in Article 16 - Hours of Work.

14.03 Seasonal Employees

- a) A seasonal employee is an employee hired primarily for winter seasonal work in airfield operations as field maintenance operators (GLMDO06). If the Authority decides to hire employees for other seasonal work in airfield and groundside operations, qualified seasonal employees, who have indicated a desire to do such seasonal work, will have preference to be recalled for such work. Seasonal employees will receive appropriate training during working hours and at no cost to the employee in order that they may perform their assigned work. Unless otherwise provided in this Agreement, a seasonal employee is entitled to all of the provisions of the Collective Agreement during the employee's period of employment.
- b) A seasonal employee will be eligible to participate in the benefit plans during the time they are employed by the Authority. During the period of time the seasonal employee is not actively in the employ of the Authority, the seasonal employee will be able to participate in all benefit plans, except Long Term Disability, provided the seasonal employee pays the full costs of the benefits.
- c) Notwithstanding Article 36 - Seniority, the seniority of a seasonal employee shall include all cumulative time worked with the Authority on or after February 1, 2000. The seniority of a continuing, non-full-time employee shall be determined on a pro-rata basis in accordance with the proportion of full-time hours worked.
- d) Seasonal employees will not accrue vacation credits as per Article 25 - Vacation Leave, but will be provided with the appropriate percentage rate of vacation pay calculated in accordance with Article 25 on a bi-weekly basis based on continuous service on or after February 1, 2000.
- e) Providing there are labour requirements, seasonal employees will be recalled by the Authority in order of seniority (and for the purposes of this sub-clause (e), seniority for existing seasonal employees shall include the time outlined on Appendix "D") for the subsequent work season, unless the seasonal employee has been notified by the Authority not later than August 1st that the employee will not be recalled.
- f) A seasonal employee receiving severance payments as per Article 34 - Severance shall not be considered permanently laid off unless not recalled in accordance with sub-clause (e).

14.04 Term Employees

Term employees are employees hired for the purpose of:

- a) replacement of permanent employees who are on leave with or without pay;
- b) short-term assignments;

- c) special projects; or
- d) non-recurring work.

Term employees will be advised in writing of their termination date when hired.

If the term of employment extends beyond two (2) years in the same position, the individual will be granted non-probationary, full-time employment status. This provision shall be effective for all term appointments commencing on or after the date of ratification of this Agreement.

Term employees are covered by all provisions of this Collective Agreement, except Article 34 – Severance.

Qualified, non-probationary employees, who apply for a term job opportunity, will be given preference in accordance with Article 29 - Staffing Procedure over other applicants for such term opportunities. Such employees who are appointed to term positions will continue to be covered by all provisions of the Collective Agreement and will be returned to their former position upon completion of the term assignment.

ARTICLE 15



PROBATION

- 15.01 All newly hired employees shall be considered probationary employees.
- 15.02 Newly hired firefighters shall complete a probationary period of up to twelve (12) months, but not less than six (6) months, which is tied to completion of the certification process. All other newly hired employees shall complete a six (6) month probationary period.
- 15.03 During the probation period, an employee will have their performance discussed and reviewed with them on a regular basis in accordance with Article 32.
- 15.04 When a probationary employee is dismissed, the Authority shall provide notice in writing to the employee with a copy to the PSAC.
- 15.05 Probationary employees have the right to grieve discipline, up to and including discharge, in accordance with Article 11 - Grievance and Arbitration Procedure. However, a non-disciplinary termination of employment during the probationary period shall not be arbitrable except that in such event the Authority accepts the obligation of establishing that it has acted in accordance with this Agreement.

ARTICLE 16
▼
HOURS OF WORK

16.01 For the purpose of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00:01 hour;
- b) "week" means a period of seven (7) consecutive days beginning at 00:01 hour Monday morning and ending at 24:00 hours the following Sunday night;
- c) except as provided otherwise herein, the normal hours of work, exclusive of a lunch period, shall be as listed below:
 - (i) for GL & GS classifications - eight (8) consecutive hours per day and forty (40) hours per week;
 - (ii) for FR's on shifts - as per Article 16.07;
 - (iii) for Airport Duty Managers - thirty-seven and one-half (37 ½) hours per week in a-shift pattern: and
 - (iv) for all other classifications -seven and one-half (7 ½) consecutive hours per day and thirty-seven and one-half (37 ½) hours per week from Monday to Friday between the hours of 07:00 and 18:00.

16.02 Schedules of Shift Work

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

- (i) not to schedule the commencement of a shift within ten (10) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuations in hours of work;
 - (iii) not to schedule more than six (6) consecutive days of work, unless otherwise requested by the employee; and
 - (iv) to schedule at least two (2) consecutive days of rest at a time.
- d) Schedules of work shall be posted by the Authority at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Authority shall arrange schedules, which will remain in effect for periods of not less than fifty-six (56) calendar days.
- e) When an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:
- (i) on the day it commenced where half or more of the hours worked fall on that day,
- or,
- (ii) on the day it terminates where more than half of the hours worked fall on that day.

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

- f) The Authority must provide two (2) rest periods of fifteen (15) minutes each per full working day, however, if the working day exceeds eight (8) hours, the Authority shall provide one additional rest period for each additional three (3) hour period.
- g) An employee may be granted flexible hours of work provided that such arrangement does not interfere with operational requirements of the work unit in which the employee works.
- h) It is recognized that certain continuous operations require that employees be on the job for a full shift. In these operations, such employees will be paid for a one-half (½) hour meal period, which will be taken at the workplace. A specified meal period shall be scheduled as close to the mid-point of the shift as possible. For greater certainty, the parties agree that employees in the classification of GL-MDO-6 and GL-MDO-8 shall be paid for all meal periods while employed on a 12-hour shift basis.

16.03 Changes to Schedules of Work

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

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

- b) Upon request from the Local PSAC representative(s), the parties will meet to review the existing schedule of work. The Authority will review with the Local PSAC representative(s) any change in the schedule of work which the Authority proposes to institute.
- c) 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 applicable overtime rate for the first full shift worked on the new schedule; and
 - (ii) shall retain their previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 17 - Overtime.

16.04 Compressed or Variable Hours of Work

- a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete their weekly hours of work in a period other than provided for in the scheduling provisions of this Agreement, subject to operational requirements.
- b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation.

16.05 General Terms Respecting Compressed or Variable Hours of Work

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

- b) Such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this Agreement over the life of the schedule. The maximum life of a schedule shall be six (6) months.
- c) Whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.
- d) Except for clause 28.08 - Bereavement Leave with Pay, the provisions of this Agreement which specify days will be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified in this Agreement.
- e) The provisions in this Agreement relating to the minimum period between the termination and commencement of the employee's next shift shall not apply to an employee subject to compressed or variable hours of work.

16.06 Shift Principle

- a) When a full-time employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of their scheduled hours of work on a day during which they would be eligible for a Shift Premium, the employee may request that their hours of work on that day be scheduled between 7 a.m. and 6 p.m.; such request will be granted provided there is no increase in cost to the Authority. In no case will the employee be expected to report for work or loge regular pay without receiving at least ten (10) hours of rest between the time their attendance was no longer required at the proceeding and the beginning of their next scheduled work period.
 - (i) Canada Industrial Relations Board Proceedings
 - (ii) Contract Negotiations
 - (iii) Staffing Process
 - (iv) To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
 - (v) Training Courses which the employee is required to attend by the Authority.
- b) Notwithstanding paragraph (a), proceedings described in subparagraphs (iv) and (v) are not subject to the condition that there be no increase in cost to the Authority.
- c) Provided sufficient advance notice is given and with the approval of the Authority, employees may exchange shifts if there is no increase in cost to the Authority. On exchange of shifts between employees, the Authority shall pay as if no exchange had occurred.

16.07 The following provisions apply only to individuals classified as FR's on shifts:

- 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.
- b) The Authority will operate the Fire Hall with a four (4) crew system. The Authority recognizes the Firefighters' preference to maintain the current shift schedule of 10/14 hours, and such schedule will not be changed unless the operating status of the Airport changes and the level of services required at the Halifax International Airport is less than twenty-four (24) coverage. If such a shift schedule change is required, consultation in accordance with Article 7 between the parties will be conducted.
- c) A shift schedule shall be posted in the Fire Hall at the beginning of each fiscal year.
- d) The Authority agrees that no shift schedule shall provide for split shifts.
- e)
 - (i) The Authority shall post a duty roster in the Fire Hall eight (8) days in advance. If, as a result of a change in a duty roster, an employee is transferred to another crew on less than ninety-six (96) hours' notice in advance of the starting time of the first shift of the employee's new crew, the employee shall be paid at the applicable overtime rate for the first shift worked in the schedule of the employee's new crew:
 - (ii) Sub-clause (i) shall not apply to an employee when the employee is returned to the employee's regular crew following a temporary assignment to a new crew.
- f) Normally crew transfers will be voluntary, but no Authority-initiated transfer will take place without prior consultation with the affected employees.

ARTICLE 17



OVERTIME AND REPORTING PAY

17.01 Subject to operational requirements, the Authority 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 equitable distribution of overtime opportunities.

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

17.03 Overtime shall be compensated on the following basis:

- a) time and one-half (1 ½) for all hours worked in excess of the employee's normal scheduled daily hours and for all hours worked on the first day of rest;
- b) an employee who reports for work as directed on a day of rest shall be compensated for the time actually worked or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater;
- c) an employee is entitled to overtime compensation, when approved in advance by the Authority or in accordance with Standard Operating Procedures, for each completed fifteen (15) minute period of overtime worked by the employee;
- d) unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within two (2) weeks of a complete and accurate submission of the overtime claim;
- e) notwithstanding (a), an employee is entitled to double (2) time for each hour of overtime worked by an employee:
 - (i) on a scheduled day of work or a first day of rest, after a period of overtime equal to the normal hours of work specified in Article 16 - Hours of Work;

and

- (ii) on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday; and
 - (iii) where an employee is entitled to double (2) time in accordance with (i) or (ii) above and has worked a period of overtime equal to the normal daily hours of work specified in Article 16- Hours of Work, the employee shall continue to be compensated at double (2) time for all hours worked until the employee is given a period of rest of at least eight (8) hours.
- f) Clause (e) does not apply to the FR classification.
- g) Subject to 17.03 (c), an employee in the FR classification is entitled to:
- (i) time and one half (1 ½) compensation for each hour of overtime worked by the employee. When an employee is required to work overtime immediately following their scheduled shift, or on a day of rest, or on a designated paid holiday, which extends into the employee's next scheduled shift, the employee will continue to be compensated at the applicable overtime rate until the employee has had a break of at least eight (8) hours; and
 - (ii) double (2) time compensation for each hour of overtime worked by the employee on the employee's second (2nd) or subsequent day of rest, provided the days of rest are consecutive and contiguous.

Note: First Day of Rest (Firefighters)

The first day of rest for Firefighters for the determination of the appropriate overtime rate is defined as follows:

- a) four (4) Day Shift Tour – the first twenty-four (24) hour period commencing at 1800 hours on Thursday.
- b) three (3) Day / three (3) Night Shift Tour:
 - (i) the first twenty-four (24) hour period commencing at 1800 hours on Sunday; and
 - (ii) the first twenty-four (24) hour period commencing at 0800 hours on Thursday.
- c) four (4) Night Shift Tour – the first twenty-four (24) hour period commencing at 0800 hours on Monday.

17.04 Notwithstanding clause 17.03 and subject to 17.03 (c), the winter season employees in the MDO classification working in a continuous shift pattern shall be compensated for overtime work performed on regular working days or on days of rest at time and three-quarters (1 3/4).

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

- a) mileage allowance at the appropriate rate as contained in clause 18.02; or,
- b) out-of-pocket expenses for other means of commercial transportation.

17.06 a) Overtime shall be compensated in cash, except where upon mutual agreement between the employee and the Authority, overtime may be compensated in equivalent leave with pay. Payment of such leave shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the leave is taken.

Compensatory leave will be accumulated to a maximum of the equivalent of ten (10) days (or seven (7) shifts for Duty Managers and employees in the FR classification) for the period from January 1 to December 31. Compensatory leave with pay not used by December 31 will be paid for in cash at the employee's applicable rate of pay, or, at the employee's option, a maximum of the equivalent of five (5) days (or three (3) shifts for Duty Managers and employees in the FR classification.) may be carried over from year to year. Employees employed in the classification of CS and ENG are not subject to any limitation on the amount that may be carried over from year to year.

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

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

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

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

- b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be paid an additional meal in the amount of seven dollars (\$7.00) after each four (4) hour period, except where a free meal is provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by the Authority, shall be allowed the employee in order that the employee may take a meal break at or adjacent to the employee's place of work.
- c) For employees in the FR classification, the provisions of clauses 17.07 (a) and (b) do not apply and, except when a free meal can be provided, an employee who has not received at least twelve (12) hours advance notice of an overtime requirement and works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work, shall be paid a meal allowance in the amount of nine dollars (\$9.00). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of seven dollars (\$7.00) shall be provided. Only two meals shall be provided in one overtime shift, except when an overtime period in excess of three (3) hours immediately precedes an employee's scheduled hours of work, a meal allowance of seven dollars (\$7.00) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.
- d) This clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

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

ARTICLE 18

CALL-BACK

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

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

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

- (a) for the use of their vehicle thirty-three cents (\$0.33) per kilometer, or
- (b) out-of-pocket expenses for other means of commercial transportation.

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

ARTICLE 19



STANDBY

19.01 Where the Authority requires an employee to be available on standby during their off-duty hours, an employee shall be compensated at the rate of one -half (½) hour for each four (4) consecutive hour period or portion thereof that the employee has been on standby.

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

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

19.04 There shall be no standby required of Firefighters.

ARTICLE 20



WASH-UP TIME

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

ARTICLE 21



SHIFT PREMIUMS

Shift Premium

21.01 An employee working on shifts, half or more of the hours of which are regularly scheduled between 1600 hours and 0800 hours, will receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked, including overtime hours between 1600 hours and 0800 hours. The shift premium will not be paid for hours worked between 0800 hours and 1600 hours.

Weekend Premium

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

Exclusions

21.03 This Article does not apply to the FR classification.

ARTICLE 22



PAY ADMINISTRATION

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

22.02 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 Authority. In no case shall the employee be paid at less than the minimum rate.

22.03 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 Authority. In no case shall the employee be paid higher than the maximum rate in the new position.

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

22.04. 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.

22.05 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 the same as or higher than their position and for which the employee has the requisite skills and abilities, shall continue to receive the same rate of pay. The employee shall receive incremental rate increases

on the same basis as if they had not been reclassified, but shall not receive negotiated salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.

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

22.06. Clause 22.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position.

Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 22.07.

22.07 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 Appendix "A",

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

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

22.08 The Authority 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 Authority to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

22.09 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.

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

- 22.11 When an employee is required by the Authority to substantially perform the duties of a higher rate classification level in the bargaining unit in an acting capacity and performs those duties for at least one (1) full working day or one (1) full shift, the employee shall be paid acting pay calculated in accordance with clause 22.03 from the date that the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. For employees in the FR classification, the employee shall be paid acting pay calculated in accordance with clause 22.03 for each hour that the employee acts upon completion of the first hour. An employee acting in a higher rated position shall continue to be entitled to the employee's 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, the employee's acting rate of pay will, if required, be adjusted accordingly.
- 22.12 In the event of termination of employment for reasons other than death or lay-off or disability, the Authority shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.
- 22.13 Payments, provided under Article 17 - Overtime, Article 18 - Call-Back, Article 19 - Standby and Article 24 - Designated Paid Holidays, shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

ARTICLE 23
 ◆
LEAVE GENERAL

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

ARTICLE 24
 ◆
DESIGNATED PAID HOLIDAYS

- 24.01 Subject to clause 24.02, the following days shall be designated paid holidays for employees:
- a) New Year's Day
 - b) Good Friday
 - c) Easter Monday
 - d) Victoria Day
 - e) Canada Day
 - f) 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.

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

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

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

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

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

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

- a) time and one-half (1 ½) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday; or,
- b) upon request, and with the approval of the Authority, the employee may be granted:
 - (i) a day of leave with straight time rate of pay ("a lieu day") at a later day in lieu of the holiday; and,
 - (ii) pay at one and one half (1 ½) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work; and,
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.

- c) (i) Subject to operational requirements and adequate advance notice, the Authority shall grant lieu days at such times as the employee may request.
- (ii) When in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases, unused lieu days shall be paid out at the employee's straight-time rate of pay.
- (iii) The straight-time rate of pay referred to in clause 24.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

24.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 24.05 or three (3) hours pay at the applicable overtime rate of pay.

24.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

24.08 Where operational requirements permit, the Authority shall not schedule an employee to work both December 25 and January 1 in the same holiday season.

24.09 This clause applies to Firefighters and Duty Managers

- 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 24.01. 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 of the following methods of lieu day compensation:
 - (i) cash payment; or,
 - (ii) compensatory leave; or,
 - (iii) a combination of cash payment and compensatory leave.
- d) The employee shall make such selection known to the Authority and in the manner required by the Authority.
- e) 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 Authority 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) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- f) 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.
- g) At the end of March, June, September and December of each calendar year, the employee shall be paid in cash for each earned lieu day for which the employee has elected a cash payment at time and one-half (1 ½) their rate of pay,

ARTICLE 25
◆
VACATION LEAVE

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

25.02 Except for employees in the Firefighter classification, an employee in the bargaining unit shall earn vacation leave credits at the following rates for each calendar month during which the employee receives at least ten (10) days' pay:

- a) one and one-quarter (1¼) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
 - b) one and two-thirds (1 2/3) days commencing with the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
 - c) two and one-twelfth (2 1/12) days commencing with the month in which the anniversary of the employee's eighteenth (18th) year of continuous service occurs;
- and
- d) two and one-half (2½) days commencing with the month in which the anniversary of the employee's twenty-ninth (29th) year of continuous service occurs.

25.03 Employees in the Firefighter classification shall earn vacation leave credits at the following rates for each calendar month during which the employee receives pay for at least seven (7) shifts:

- a) eleven (11) shifts per year until the month in which the anniversary of the

employee's eighth (8th) year of continuous service occurs;

- b) fourteen (14) shifts per year commencing with the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
- c) eighteen (18) shifts per year commencing with the month in which the anniversary of the employee's eighteenth (18th) year of continuous service occurs; and
- d) twenty-one (21) shifts per year commencing with the month in which the anniversary of the employee's twenty-ninth (29th) year of continuous service occurs.

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

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

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

- 25.06
- a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
 - b) Until a vacation is approved, seniority shall be the determining factor in cases of conflict for the selection of vacation periods.

With respect to the selection of vacation periods only, those sections having a selection and/or scheduling system (eg. employees in the Firefighter classification) in place are exempted from the application of this clause and will retain their current system.

- 25.07
- a) The Authority reserves the right to schedule an employee's vacation but shall make every reasonable effort to provide an employee's vacation in an amount and at such time as the employee may request.
 - b) The Authority 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 Authority shall give the written reasons therefore, upon request from the employee.
 - c) The Authority agrees to make every reasonable effort to comply with any subsequent request made by the employee.

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

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

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

25.09 Where in any vacation year an employee has not been granted all of the vacation leave with pay credited to the employee, the unused portion of the employee's vacation leave shall be carried into the following vacation year. Except in extenuating circumstances, carry-over beyond one year shall not be permitted.

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

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

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

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

25.12 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, and
- b) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Authority.

- 25.13 The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work and returning to vacation under clause 25.12. Such time shall be considered as time worked.
- 25.14 When the Authority cancels a period of vacation leave which it has previously approved in writing, the Authority 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 Authority may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Authority.
- 25.15 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the employee's daily rate of pay at the time of the termination of the employee's employment.

ARTICLE 26



EDUCATION AND CAREER DEVELOPMENT LEAVE

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

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

- a) fails to complete the course; or,
- b) does not resume employment with the Authority 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 Authority all allowances or such lesser sum as shall be determined by the Authority paid to them under this Article during the education leave.

26.05 a) Career development refers to an activity which in the opinion of the Authority 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 Authority;
- (ii) a course offered by a recognized academic institution;
- (iii) a seminar, convention or study session in a specialized field directly related to the employee's work.

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

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

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

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

ARTICLE 27

LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS

- 27.01 The Authority will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canada Industrial Relations Board.
- 27.02 The Authority will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the PSAC.
- 27.03 The Authority will grant leave with pay to an employee who is:
- a) party to the arbitration;
 - b) the representative of an employee who is party to an arbitration.
- 27.04 The Authority will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the PSAC before an Arbitration Board.
- 27.05 Commencing six (6) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Authority will grant leave with pay to five (5) employees during regular working hours for purposes of attending contract negotiation meetings on behalf of the PSAC until the current collective agreement is no longer in force in accordance with the Canada Labour Code.
- 27.06 The Authority will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the PSAC and the U.C.T.E., conventions of the Canadian Labour Congress and conventions of the Nova Scotia Federation of Labour.
- 27.07 The Authority 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 PSAC to undertake training related to the duties of a representative.
- 27.08 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the Authority 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 one hundred (100) hours in a calendar year.
- 27.09 An employee who has been elected or appointed to a full-time office of the PSAC, 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 one term for the period during which they are elected or appointed to hold office.

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

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

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

- 27.10 Requests for leave without pay for PSAC or Union Business will be made in advance, in writing.
- 27.11 Except for leaves pursuant to clause 27.09, the Authority will maintain salary and benefits for employees on leave without pay pursuant to this Article and the PSAC Local agrees to promptly reimburse the Authority for the full cost of salary.

ARTICLE 28



OTHER LEAVE WITH OR WITHOUT PAY

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

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

28.01 Spousal Union Leave with Pay

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

28.02 Personnel Selection Leave

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

28.03 Leave with Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, children (including children of spouse), foster children or stepchildren, parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Authority shall grant leave with pay under the following circumstances:
 - (i) up to one (1) day for a medical or dental appointment when the dependant family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for 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 three (3) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family; upon request additional leave may be granted subject to operational requirements; such request shall not be unreasonably denied;
 - (iii) up to two (2) days of leave with pay for needs directly related to the birth or adoption of the employee's child;
 - (iv) up to one (1) day for a medical, dental or legal appointment for the employee.
- c) The total leave with pay which may be granted under subclause (b) shall not exceed five (5) days in a fiscal year.

28.04 Leave Without Pay for the Long-Term Care of a Parent

- a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including stepparents or foster parents, in accordance with the following conditions:

- (i) an employee shall notify the Authority 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 clause 28.04 shall be for a minimum period of three (3) weeks;
 - (iii) total leave granted under this clause 28.04 shall not exceed five (5) years during an employee's total period of employment with the Authority; and
 - (iv) leave granted for periods of one (1) 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 Authority.

28.05 Court Leave

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

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

28.06 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 Worker's Compensation authority has notified the Authority 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 Authority 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 policy for which the employee's agent has paid the premium.

28.07 Religious Holy Days

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

28.08 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 a relative permanently residing in the employee's household or with whom the employee permanently resides.

- 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' or scheduled shifts leave for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral.
- c) Necessary time off up to one (1) day shall be granted to an employee to attend a funeral as a pallbearer or mourner.
- d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraphs a) or c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Authority may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in subclauses a) and c) of the above.

- f) The Authority agrees to consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause.

28.09 Leave Without Pay for the Care/Nurturing of Dependent Children

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

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

28.10 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Authority may grant:

- a) leave with pay when circumstances not directly attributable to the employee prevent reporting for duty, Such leave shall not be unreasonably withheld.
- b) leave with or without pay for purposes other than, or in addition to, those specified in the Agreement.
- c) leave without pay for periods greater than three (3) months shall not be counted:
 - (i) as "continuous service" or "days/shifts with pay" for the purposes of calculating vacation leave; or
 - (ii) as "days/shifts with pay" for the purposes of earning sick leave credits; or

- (iii) for pay increment purposes; or
- (iv) as “employment” for the purpose of calculating severance pay.

28.11 Medical Appointment for Pregnant Employees

- a) Up to one-half (½) day leave with pay will be granted to pregnant employees when attending routine medical appointments.
- b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

ARTICLE 28A



MATERNITY LEAVE WITHOUT PAY

28A.01 Maternity Leave Without Pay

- a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- b) Notwithstanding paragraph (a):
 - (i) Where the employee has not yet proceeded on maternity leave without pay or her newborn child is hospitalized,
 - or
 - (ii) Where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

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

- c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d) The Authority may require an employee to submit a medical certificate certifying pregnancy.

- e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 38 - Sick Leave with Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 38 - Sick Leave with Pay, shall include medical disability related to pregnancy.
- f) An employee shall inform the Authority in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur, unless there is a valid reason why the notice cannot be given;
- g) Leave granted under this clause shall be counted for the calculations of "continuous employment" for the purpose of calculating severance pay, and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

28A.02 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
 - (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
 - (ii) provided the Authority with proof that she has applied for and is in receipt of pregnancy benefits pursuant to section 22 of the Employment Insurance Act in respect of insurable employment with the Authority;

and

 - (iii) has signed an agreement with the Authority stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return-to-work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in Section (A), she will

work for a period equal to the period she was in receipt of the maternity allowance;

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

$$\begin{aligned} & (\text{allowance X (remaining period to be worked} \\ & \text{received)} \quad \frac{\text{following her return to work)}}{\text{(total period to be worked} \\ & \text{as specified in (B))}} \end{aligned}$$

However, an employee whose specified period of employment expired and who is rehired within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b) For the purposes of sections (a)(iii)(B) and (C), periods of leave with pay shall be counted as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three percent (93%) of her weekly rate of pay for each week of the waiting period less any other monies earned during this period,
 - and
 - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the Employment Insurance Act, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three percent (93%) of her weekly rate of pay less any other monies earned during this period, which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.

- d) At the employee's request, the payment referred to in subparagraph 28A.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- e) The maternity allowance to which **an** employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the Authority's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) Notwithstanding paragraph g), and subject to subparagraph f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she **was** being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

28A.03 Special Maternity Allowance for Totally Disabled Employees

- a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 28A.02(a)(ii) solely because a concurrent entitlement to benefits under the Authority's Long Term Disability Plan or the Workers' Compensation Act prevents her from receiving Employment Insurance pregnancy benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 28A.02(a), other than those specified in sections (A) and (B) of subparagraph 28A.02(a)(iii),

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

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

28A.04 Transitional Provisions

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

ARTICLE 28B

PARENTAL LEAVE WITHOUT PAY

28B.01 Parental Leave Without Pay

- a) Where an employee has or will have the actual care and custody of a newborn child (including the newborn child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- c) Notwithstanding paragraphs (a) and (b):

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

or

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

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

- d) An employee who intends to request parental leave without pay shall notify the Authority at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse) or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- e) The Authority may:
- (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- f) Parental leave without pay taken by a couple employed by the Authority shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- g) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay, and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

28B.02 Parental Allowance

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

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

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

and

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

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

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

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

(allowance X (remaining period to be worked
received) following his/her return to work)

[total period to be
worked as specified in (B)]

However, an employee whose specified period of employment expired and who is rehired within a period of five (5) days or less is not indebted for the amount if their new period of employment is sufficient to meet the obligations specified in section (B).

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

- c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving *Employment Insurance* parental benefits, ninety-three per cent (93%) of their weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *Employment Insurance* parental benefits they are eligible to receive and ninety-three per cent (93%) of their weekly rate of pay, less any other monies earned during this period which may result in a decrease in *Employment Insurance* benefits to which they would have been eligible if no extra monies had been earned during this period;
 - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the *Employment Insurance Act*.
- d) At the employee's request, the payment referred to in subparagraph 28B.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that they are required to repay pursuant to the *Employment Insurance Act*.
- f) The weekly rate of pay referred to in paragraph (c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) if an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight-time earnings by the straight-time earnings the employee would have earned working full-time during such period.

- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which they are appointed.
- h) Notwithstanding paragraph (g) and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
 - (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
 - (ii) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

28B.03 Special Parental Allowance for Totally Disabled Employees

- a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 28B.02(a)(ii) solely because concurrent entitlement to benefits under the Authority's Long Term Disability Plan or via the Nova Scotia Workers' Compensation Act prevents the employee from receiving Employment Insurance parental benefits,
 - and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 28B.02(a), other than those specified in sections (A) and (B) of subparagraph 28B.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of their weekly disability benefit under the Authority's Long Term Disability Plan or via the Nova Scotia Workers Compensation Act.
- b) An employee shall be paid an allowance under this clause and under clause 28B.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act* had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

28B.04 Transitional Provisions

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

ARTICLE 29

STAFFING PROCEDURE

- 29.01 a) The Authority shall post all vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as Job Opportunities)
- b) The Authority may establish eligibility lists for specific positions by pre-posting positions and selecting candidates in advance. When this occurs, the Union will be notified in writing.
- 29.02 The poster shall contain the Requirements and the classification, salary/salary range of a Job Opportunity. In this Article, "Requirements" means skills, qualifications, abilities and experience and any required license, certification or trades ticket. The Authority may consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and, in such a case, the Authority shall so state on the posting.
- 29.03 The Requirements contained in the posting shall be fair and reasonable in relation to the Job Opportunity.
- 29.04 A copy of the poster shall be forwarded to the PSAC prior to posting.
- 29.05 a) The postings shall be for a minimum of fourteen (14) calendar days and the posting shall indicate the closing date and candidates are required to indicate their interest in writing or e-mail no later than 4:00 P.M. on the closing date.
- b) Upon receipt of a written or e-mail request (which includes details as to how the employee can be contacted) from an employee who will be absent on an approved leave, the Authority shall make every reasonable effort to ensure such employees receive notice of Job Opportunities which arise during the leave.
- 29.06 Job Opportunities will be open to all Bargaining Unit members. In the event an employee does not meet the requirements of the Job Opportunity, but could qualify following a reasonable period of training and experience, then that employee will be considered as a candidate for the Job Opportunity. In the event there are no qualified candidates for the Job Opportunity following the process outlined in this Article, then an external search may be carried out. By

mutual consent, Job Opportunities may be advertised externally at the same time as the internal posting where it appears there will be no qualified candidates.

- 29.07 The candidates for the Job Opportunities will be evaluated according to the posted Requirements. In filling the Job Opportunity, the position shall be awarded based on the posted Requirements. Consideration will first be given to qualified non-probationary, full-time employees. Where the candidates are relatively equal according to the posted Requirements, the candidate with the greatest seniority will receive the offer.
- 29.08 Candidates shall normally be advised within two (2) weeks after the completion of a staffing process of the result of the competition and the name of the successful candidate will be posted.
- 29.09 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 Authority. If requested by the employee, the reason(s) will also be communicated in writing. If requested by the PSAC, in writing, the Authority will provide full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.
- 29.10 The provisions of this Article do not apply to term positions of less than thirty (30) days or while the provisions of this Article are in progress for any Job Opportunity provided that this sub-article will not be applied to avoid appointments to acting assignments.

ARTICLE 30

JOB CLASSIFICATION

- 30.01 If, during the term of this Agreement, a new classification standard is established in accordance with this Agreement, the Authority shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the PSAC the rates of pay and the rules affecting the pay of the employees on their movement to the new classification standard and levels.
- 30.02 In the event that the Authority creates a new position (which did not exist in the CIRB certificates noted in 2.01), it undertakes to inform the PSAC of the creation of this new position together with the Authority's proposal as to whether such position is to be recognized as being part of the bargaining unit. The Authority shall provide the PSAC with a copy of the proposed job description, placement in the organizational chart, a rationale as to the proposed classification and proposed salary range (if available). Upon a written request from the PSAC within forty-five (45) days of notification to this effect, the Authority shall meet with the PSAC in order to discuss the Authority's position on the inclusion or exclusion of this position in the bargaining unit.
- 30.03 In the event that the parties fail to agree in accordance with clause 30.02 on whether an

employee should be included or excluded, that employee shall be included in the bargaining unit until such time as the Canada Industrial Relations Board decides otherwise in accordance with the Canada Labour Code.

- 30.04 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 and/or salary (including range where applicable) assigned to the position by the Authority, the issue may be referred to the Grievance and Arbitration Procedure - Article 11 contained in this Agreement.
- 30.05 The established salary range, once determined in accordance with Article 11 or agreed upon by the parties, shall be retroactive to the date the proposed classification came into effect and shall be appended to and form part of this Agreement.

ARTICLE 31
◆
STATEMENT OF DUTIES

- 31.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification level and, where applicable, the point rating allotted by factor to their position, as well as the rationale and an organization chart depicting the position's place in the organization.
- 31.02 "Other related duties" will not contain any duty which may account for more than 5% of an employee's duties.

ARTICLE 32
◆
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 32.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- b) The Authority'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 (½) of the period for which the employee's performance is being evaluated.
- 32.02 a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review;

- (ii) any written document which provides instructions to the person conducting the review;
 - b) If during the employee's performance review either the form or instructions are changed, they shall be given to the employee.
- 32.03 An employee has the right to make written comments to be attached to the performance review form.
- 32.04 Upon written request of an employee, and where practicable, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Authority. Upon request, an employee will be given a copy of the documents requested from their personnel file.
- 32.05 The Authority shall maintain only one (1) personnel file for each employee. There shall be no disciplinary report or other disciplinary document relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee in accordance with Article 12.

ARTICLE 33

TECHNOLOGICAL CHANGE

- 33.01 The parties agree that they shall be governed by the definition of technological change as contained in the Canada Labour Code which at present reads as follows:
- a) the introduction by the Authority into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Authority in the operation of the work, undertaking or business; and
 - b) a change in the manner in which the Authority carries on the work, undertaking or business that is directly related to that equipment or material.
- 33.02 Whenever the Authority proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of the Authority's employees, the Authority shall give notice of the technological change to the PSAC at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.
- 33.03 The notice mentioned in clause 33.02 shall be given in writing and shall contain the following information:
- a) the nature of the technological change;

- b) the date upon which the Authority proposes to effect the technological change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected;
- e) all pertinent data relating to the anticipated effects on employees; and
- f) such other information as is required by the Regulations made pursuant to the Canada Labour Code.

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

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

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

33.06 Where as a result of technological change, training (including both on-going and upgrading training) is required in order for the employees affected to perform the work, such training shall be provided by the Authority at no expense to the employee. The Authority 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.

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

- a) the Authority introduces equipment or material of a different nature or kind than that previously utilized by the Authority in the operation of the work, undertaking or business; or
- b) there is a change in the manner in which the Authority carries on the work, undertaking or business that is directly related to that equipment or material.

ARTICLE 34
◆
SEVERANCE PAY

34.01 The Authority assumed operation of the Halifax International Airport on February 1, 2000, and severance pay is only calculated for the period of time that the employee is actually employed by the Authority and does not apply to any prior employment with the Government of Canada or any other organization.

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

a) Lay-Off

- (i) On the first lay-off, two (2) weeks' pay for the first complete year of continuous employment subsequent to February 1, 2000, and one (1) week's pay for each additional complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On a second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which the employee was granted severance pay under sub-clause (a)(i) above.

b) Resignation

On resignation, subject to clause 34.02 (d) and with ten (10) or more years of continuous employment subsequent to February 1, 2000, one-half (½) week's pay for each complete year of continuous employment up to a maximum of twenty six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c) Rejection on Probation

On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay

d) Retirement

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

or

- (ii) a part-time employee, who regularly works more than thirteen and one half (13 ½) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Halifax International Airport Pension Plan, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance,

a severance payment in respect of the: employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment, subsequent-to February 1, 2000, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

e) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment comprised of one (1) week's pay for each complete year of continuous employment subsequent to February 1, 2000, and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365 to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

f) Termination for Cause for Reasons of Incapacity or Incompetence

- (i) When an employee has completed more than one (1) year of continuous employment subsequent to February 1, 2000, and ceases to be employed by reason of termination for cause for reasons of incapacity, they shall receive one (1) week's pay for each complete year of such continuous employment with a maximum benefit of twenty eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment subsequent to February 1, 2000, and ceases to be employed by reason of termination for cause for reasons of incompetence, they shall receive one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty eight (28) weeks.

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

34.04 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 35
◆
BREAK IN SERVICE AND EMPLOYMENT

35.01 Service and employment will be terminated when an employee:

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

ARTICLE 36
◆
SENIORITY

- 36.01 a) For employees who were in the bargaining units on April 18, 2000, and who transferred from the federal government on February 1, 2000, seniority shall mean length of service with the Authority and length of continuous service with the federal government prior to the date of transfer.
- b) For all other employees, seniority means length of service in the bargaining units.
- c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.

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

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

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

- a) the employee who commenced work at the earliest hour of the day shall be senior;

- b) if a) fails to resolve the order of seniority, then seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the PSAC.
- 36.04 a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months by the Authority and posted on bulletin boards with a copy forwarded to the President of the Union local.
- b) An employee who feels that they are improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this Agreement.
- 36.05 a) Employees temporarily appointed or on an acting assignment outside the bargaining units shall retain and accumulate seniority, for a period not to exceed ninety (90) days, and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- b) No employees shall be transferred to a position outside the bargaining unit without their consent.
- 36.06 An employee, who resigns their position and within ninety (90) 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.
- 36.07 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 37



HEALTH AND SAFETY

- 37.01 The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being. As a consequence, every reasonable effort shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.
- 37.02 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 37.03 The PSAC, in co-operation with the Authority, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

- 37.04 Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being and must inform their supervisor if a protective device or apparatus is missing or defective or when any situation occurs which might endanger the employee, another employee or any other person.
- 37.05 The Authority and the PSAC agree that work practices shall be governed by the Canada Labour Code, its Regulations, this Collective Agreement and any other safe work procedures, which the Authority has developed with or in accordance with the recommendations of the Joint Workplace Health and Safety Committee. The Authority may develop and issue safe work procedures in consultation with the Health and Safety Committee.
- 37.06 The Authority and the PSAC share the common intention and desire to insure that all employees are made aware of their rights and obligations respecting health and safety contained in the Canada Labour Code and its regulations as well as in this Agreement and in Safe Work Procedures of the Authority.
- 37.07 Any right or benefit, not stipulated in this Article and conferred on the employees of the Authority by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace, is an integral part of this Article.
- 37.08 The Authority 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 Authority shall notify the Local of incidents of this nature.

- 37.09 The Employer shall provide Fire Hall employees (and any other group of employees as determined by the Workplace Health and Safety Committee) with immunization against communicable diseases where there is a reasonable risk of incurring such diseases in the performance of their duties.
- 37.10
- a) An employee who is pregnant (or believes she is pregnant) or nursing may cease to perform her job if she believes that, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child. On being informed of the cessation, the Authority, with the consent of the employee, shall notify the workplace committee or the health and safety representative.
 - b) The employee must consult with a qualified medical practitioner, as defined in the Canada Labour Code, of her choice as soon as possible to establish whether

continuing any of her current job functions poses a risk to her health or to that of the fetus or child.

- c) Without prejudice to any other right conferred by the Canada Labour Code by this Agreement or by any terms and conditions of employment, once the medical practitioner has established whether there is a risk as described in subsection (a), the employee may no longer cease to perform her job under subsection (a).
- d) For the period during which the employee does not perform her job under subsection (a), the Authority may, in consultation with the employee, reassign her to another job that would not pose a risk to her health or to that of the fetus or child.
- e) The employee, whether or not she has been reassigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job.

ARTICLE 38



SICK LEAVE WITH PAY

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

38.02 Credits

Employees will earn sick leave credits at the following rates:

- a) an employee in the Firefighter Classification shall earn sick leave credits at the rate of eleven-twelfths ($1\frac{1}{12}$) of a shift for each calendar month for which the employee received pay for at least seven (7) shifts;
- b) all other employees shall earn sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days for each calendar month for which the employee received pay for at least ten (10) days (or seven (7) shifts in the case of Duty Managers); and
- c) shift workers shall earn additional sick leave credits at the rate of one-sixth ($1/6$) of a day for each calendar month during which the employee works shifts and the employee receives pay for at least ten (10) days (or seven (7) shifts in the case of Firefighters and Duty Managers).

Granting of Sick Leave

38.03 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 Authority of this condition in such manner and at such time as may be determined by the Authority; and
 - b) they have the necessary sick leave credits.
- 38.04 When an employee has insufficient credits to cover the granting of sick leave with pay under clause 38.03, sick leave with pay may be advanced to an employee. The Authority shall not unreasonably deny the advance of sick leave credits.
- 38.05 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 Authority, be considered as meeting the requirements of clause 38.03 if the period of leave requested does not exceed five (5) days (or three (3) shifts in the case of Firefighters and Duty Managers) and the total number of days of sick leave with pay in a year does not exceed ten (10) days (or seven (7) shifts in the case of Firefighters and Duty Managers). The Authority may extend the above time limits based on individual circumstances.
- b) Where an employee requires a medical certificate as per a) above, the employee will submit a certificate upon return to work.

38.06 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.

38.07 Return of Credits During Period of Compensatory Leave

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

ARTICLE 39



PENSIONS

39.01 There are two (2) pension plans which have been established and will be maintained:

- a) a defined benefit plan comparable to Superannuation and available only to employees who transferred from Transport Canada on February 1st, 2000 (Plan A);



- b) a defined contribution plan for all other employees; this plan will also be available to transferred employees at their option (Plan B).

39.02 The key provisions of Plan A are as follows:

- a) the pension benefit is two percent (2%) of the best five (**5**) consecutive years average basic salary for each year of pensionable service) minus zero point seven percent (0.7%) of the lesser of the employee's best (**5**) consecutive years average basic salary and the employee's -YMPE multiplied by each year of the employee's pensionable service since January 1, 1966;
- b) normal retirement age of sixty-five (65), with optional early retirement at age fifty-five (**55**) with thirty (30) years of pensionable service or at age sixty (60) with two (**2**) years of pensionable service, without actuarial reduction;
- c) optional early retirement at age forty-five (**45**) with actuarial reduction;
- d) survivor benefits for spouse and/or dependants in case of death;
- e) employees contribute four percent (**4%**) of salary up to YMPE and seven point five percent (7.5%) above YMPE ;the Employer contributes the balance of the funding requirement;
- f) benefits are indexed based on 100% of C.P.I. up to eight percent (8%) per annum applied from termination to retirement and retirement onward.

39.03 The key provisions of Plan B are as follows:

- a) the pension benefit is based on a money purchase approach with the sums contributed by the employee and the Employer and the returns achieved with such contributions;
- b) normal retirement age of sixty-five (65) with optional early retirement;
- c) survivor benefits for spouse and/or dependants in case of death;
- d) employees contribute a minimum of five percent (**5%**) of salary; the Employer contributes five percent (5%) of salary.

39.04 Further information regarding the pension plans is provided in the Halifax International Airport Authority All Employees Handbook. The employee handbook provides a summary of the principal features of the plans' provisions. The actual text of the pension plans' documents registered with the Regulatory Authorities shall govern in all situations requiring clarification or interpretation of the terms of the plan.

ARTICLE 40
▼
HEALTH AND BENEFIT PLANS

40.01 Eligibility

- a) Full-time employees will be eligible for coverage from the first day of employment.
- b) Term employees appointed for a term of six (6) months or more will be eligible for coverage from the first day of employment.
- c) Seasonal employees are eligible for all health and benefit plans, except long-term disability, commencing on the first day of employment of their second consecutive full season.

40.02 The Authority will pay 100% of the premium costs for the coverages specified below to provide the following insurance benefits:

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

40.03 The Authority will pay 85% of the premium cost for the following benefit:

- a) Long-Term Disability

40.04 For Basic Life Insurance, the employee will pay \$0.15/ \$1000.00 and the Authority will pay the balance of the premium cost.

40.05 In addition, the Authority will make available the following optional plans which will be 100% employee-funded:

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

40.06 The Authority reserves the right to amend the existing group benefits program as currently provided in Sun Life contract number **56258**, provided that the amended or new plan will provide benefits that are at least comparable to those provided in Sun Life contract number **56258**. Further information regarding the benefit and insurance plans is provided in the Halifax International Airport Authority All Employees Group Benefits Handbook.

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

ARTICLE 41
◆
REGISTRATION FEES

41.01 The Authority 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 Authority.

ARTICLE 42
◆
BILINGUAL POSITIONS

- 42.01 The Authority will determine if a requirement for a bilingual position exists.
- 42.02 Employees, who occupy a bilingual position ,and who can demonstrate proficiency as required by the Authority, will receive an annual "bilingual allowance" of eight hundred (\$800) dollars.
- 42.03 The Authority will utilize the services of a recognized community-based proficiency testing organization, as agreed upon by the Union Management Consultation Committee, to assess an employee's language proficiency beyond the Provincial High School Diploma Level (or equivalent) that is required in relation to the job description of the bilingual position.

ARTICLE 43
◆
PARKING

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

ARTICLE 44
◆
TRAVEL

- 44.01 Employee(s) traveling for the purpose of conducting business on behalf of the Authority will be reimbursed actual and reasonable expenses incurred.
- 44.02 Following consultation with the employee(s), the Authority reserves the right to determine the timing and means of travel.
- 44.03 Time spent in transit shall be treated as time worked and paid in accordance with Articles 16, 17 and 22. Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the Authority.

- 44.04 The Authority agrees to consult with the PSAC in accordance with Article 7 at least thirty (30) days prior to implementing any travel policy or changes to that policy, that may affect the members of the bargaining unit. The travel policy so developed and /or changed will:
- a) be universal in application;
 - b) be at least comparable to the current travel practices;
 - c) ensure that employees are afforded transportation and accommodations that are reasonable and of good quality; and
 - d) ensure that travel advances, allowances, rates and conditions of reimbursement are sufficient to ensure that employees should not be out of pocket for expenses incurred while traveling on Authority business.
- 44.05 If an employee is required by the Authority to travel (which would include attendance for mandatory training) and the employee is required to remain in travel status, but is not required to work and /or travel 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 45

UNIFORMS, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND TOOLS

- 45.01 For the health and safety of employees and the public image of the Authority, 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 Authority to wear them on duty.
- 45.02 The Authority will hold meaningful and constructive consultations with the Union when the nature of the work is such that tools, special protective clothing and outerwear 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.
- 45.03 The Authority will provide the clothing items or allowances for items listed below:

General Conditions

- a) all tools and clothing items, whether purchased by the Authority or the employee, shall meet appropriate standards (ie. CSA, ULC, etc);
- b) replacement cycles will be from date of initial issue;

- c) replacements will be made as per the replacement cycles outlined in this Article;
- d) rainwear (hooded coats, pants and boots) will be provided as required;
- e) initial fitting is the responsibility of the Authority;
- f) where practicable, the Authority will solicit bids from Canadian unionized clothing manufacturers, preferably in the Province, (the Local will provide a list of manufacturers). Where the cost and quality of the goods are better or relatively equal, preference will be given to a unionized clothing manufacturer;
- g) the Authority will continue to provide a clothing washer and dryer on site for the purpose of cleaning coveralls;
- h) any additional clothing or equipment deemed necessary by the Authority will be supplied by the Authority.

Specific Requirements Including: Replacement Cycle

FR's and Fire Prevention Assistant

Work Shirts - initial issue of six (6); three (3) long sleeve and three (3) short sleeve or any combination of the two. Replacement as required.

Work Pants - initial issue of four (4). Replacement as required,

Belt - initial issue of one (1). Replacement as required.

Ties (for FR 4's) - initial issue of two (2). Replacement as required.

Three-Season Jacket - initial issue of one (1). Replacement every four (4) years.

Summer Jacket - initial issue of one (1). Replacement one (1) every five (5) years.

Sunglasses ((100% UV Protection) - initial issue of one (1). Replacement as required.

Ball Cap - initial issue of one (1). Replacement one (1) per year.

Good Quality Coveralls - initial issue of one (1). Replacement as required.

T-shirts (with logo) - initial issue of four (4). Replacement two (2) per year.

Wool Sweater or Sweatshirt (as determined by the FR Uniform Committee) - initial issue of one (1). Replacement as required.

Safety Footwear - allowance of sixty dollars (\$60.00) per year (can be accumulated up to a maximum of one hundred and twenty dollars (\$120.00)).

Cost of corrective lenses for SCBA mask - as required.

All protective firefighting gear - as required.

ADM's

Sports Jacket - initial issue of two (2). Replacement as required.

Dress Shirts - initial issue of six (6); three (3) long sleeve and three (3) short sleeve or any combination of the two. Replacement yearly.

Dress Pants/Skirts - initial issue of four (4). Replacement yearly.

Overcoat - initial issue of one (1). Replacement as required.
Sunglasses (100% UV Protection) - initial issue of one (1). Replacement as required.
Black Dress Safety Shoe - Allowance of sixty dollars (\$60.00) per year (can be accumulated up to a maximum of one hundred twenty dollars (\$120.00)).

ALL TRADES, FULL-TIME MDO'S AND AIRPORT ENVIRONMENT SPECIALISTS

Work Shirts - initial issue of six (6); three (3) long sleeve and three (3) short sleeve or any combination of the two. Replacement yearly.
Work Pants - initial issue of three (3). Replacement yearly.
Regular/Summer Coveralls - initial issue of one (1). Replacement as required. (MDO's and VHE's - initial issue of two (2). Replacement as required.)
Winter Coveralls - initial issue of one (1). Replacement as required.
Waterproof Insulated Coveralls (all except MDO's) - initial issue of one (1). Replacement as required (for FEC Electricians, the coveralls shall be Helly Hansen or equivalent quality).
Winter Parka - initial issue of one (1). Replacement as required.
Spring/Summer Jacket - initial issue of one (1). Replacement as required.
Rain Gear - initial issue of one (1). Replacement as required.
Safety Footwear - allowance of sixty dollars (\$60.00) per year (can be accumulated up to a maximum of one hundred and twenty dollars (\$120.00)).
Sunglasses (100% UV Protection) - initial issue of one (1). Replacement as required - only for tradesperson if scheduled to perform work outside for majority of time during daylight hours)

Winter Seasonal Employees

Winter Parka - initial issue of one (1), to be returned at the end of each season. Replacement as required.
Rain Gear - initial issue of one (1) set, to be returned at the end of each season. Replacement as required
Coveralls - initial issue of two (2) each season. Replacement as required.
Safety Footwear - allowance of sixty dollars (\$60.00) every second season (can be accumulated up to a maximum of one hundred and twenty dollars (\$120.00)).
Sunglasses (100% UV Protection) - initial issue of one (1) to be returned at the end of each season. Replacement as required.

45.04 Supply and installation of identification crests shall be the responsibility of the Authority

45.05 The PSAC and the Authority agree to consult in accordance with Article 7 - Union Management Consultation, on the subject of a FR Dress Uniform and clothing issue for Administrative Staff.

- 45.06 The Authority will provide, maintain and replace, at no cost to the employee, all tools that, in the determination of the Authority, are required by employees in the performance of their duties.
- 45.07 Uniform clothing issued by the Authority under this Article shall be worn by the employee at all times during normal and overtime hours of work. The employee is expected to keep clothing clean and in a good state of repair at all times.

ARTICLE 46
 ▼
STANDARD OPERATING PROCEDURES

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

ARTICLE 47
 ◆
LONG SERVICE PAY

- 47.01 This Article applies to Firefighters only.
- 47.02 An employee, who receives pay for at least eighty-four (84) hours for each of twelve (12) consecutive months for which the employee is eligible to receive long service pay, beginning October 1st 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 Authority as set out in the following table:

(continuous employment will include prior public service for those employees who transferred to the Authority February 1, 2000)

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

- 47.03 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 October 1st of each year, is entitled to one-twelfth (1/12) of the relevant amount as set out in Clause 47.02 for each month for which they receive at least eighty-four (84) hours' pay.

- 47.04 Where an employee does not complete the employee's specified period of continuous employment upon the first day of a calendar month, the employee shall, for the purpose of Clause 47.02, 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 48
◆
AGREEMENT RE-OPENER

- 48.01 This Agreement may be amended by mutual consent.

ARTICLE 49
◆
FIREFIGHTER PHYSICAL FITNESS

- 49.01 The parties agree that Firefighters 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.
- 49.02 A joint committee (consisting of one (1) Firefighter from each crew and an Authority representative) will be struck to make recommendations in accordance with clause 49.04 and to oversee the development and functioning of the physical fitness program and for the ongoing purpose of improving or expanding the program
- 49.03 The program will include, but not be limited to, a professional assessment with follow-up advice and professional assistance in developing and maintaining a personal exercise and diet program.
- 49.04 The joint committee will schedule an initial meeting within thirty (30) days of the signing of the Collective Agreement. The joint committee will make its initial recommendations to the Authority within six (6) months of the initial meeting. The joint committee will continue to meet, review such matters as it deems necessary and provide recommendations throughout the life of the Agreement. The Authority will fund such a program, however, it will be the responsibility of the Authority to determine the amount of reasonable financial resources to be committed to the program.
- 49.05 a) Operational requirements permitting, Firefighters 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 Authority. 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) Firefighters 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.

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

ARTICLE 50



APPRENTICESHIP PROGRAM

- 50.01 An employee selected by the Authority to participate in an apprenticeship program, who is already employed by the Authority, shall not have their pay reduced while in the program other than as prescribed below. The employee shall receive the greater of their current rate of pay or the appropriate equivalent percentage as established by the Apprenticeship and Tradesmen's Qualifications Act of the journeyperson's rate of pay as contained in this Agreement. The Authority will supplement any training allowance or Employment Insurance benefit to ninety-five percent (95%) of the employee's salary and will ensure no loss of benefits (including health and pension) nor seniority while attending school.
- 50.02 If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time or fails to perform satisfactorily on the job, the employee may be demoted or voluntarily agree to return to the former position.

ARTICLE 51

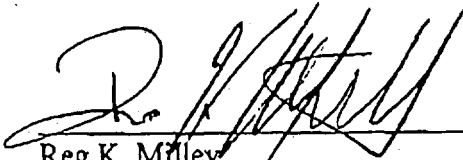


DURATION


- 51.01 This Collective Agreement will be for a four (4) year term commencing February 1, 2004, and ending January 31, 2008. Unless otherwise provided in the individual Memorandums of Agreement signed by the representatives of the parties, the provisions of this Agreement are effective on the date of ratification, except for Salary - Appendix "A", which will be retroactive as contained on Appendix "A".

Ratified December 2003; Effective on February 1, 2004; and signed at Halifax, this
14th day of December, 2004.

The Halifax International Airport Authority

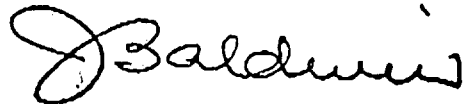


Reg K. Milley
President and CEO

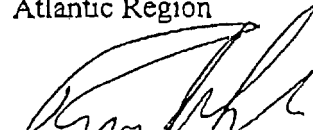


Joyce Carter
Vice-President Finance

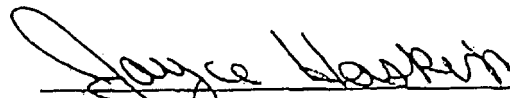
The Public Service Alliance of Canada



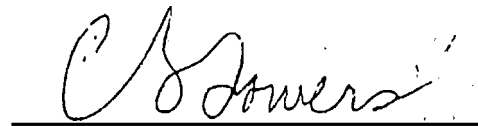
Jeannie Baldwin
Regional Executive Vice President
Atlantic Region



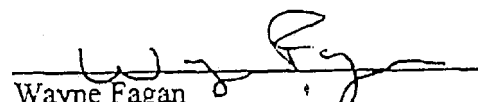
Ronald B. Moakler
Local President



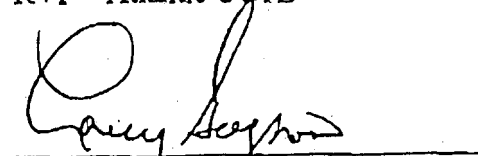
Joyce Hoskin
Local Vice-President



Catherine Towers
Local Treasured Chief Shop Steward



Wayne Fagan
RVP - Atlantic UCTE



Larry Gagdon
Negotiator - PSAC

Appendix "A"

Rates of Pay

AS-01	1	2	3	4
Current	\$40,420	\$41,959	\$43,491	\$45,025
Feb. 1, 2004	\$41,633	\$43,218	\$44,796	\$46,376
Feb. 1, 2005	\$42,882	\$44,515	\$46,140	\$47,767
Feb. 1, 2006	\$44,168	\$45,850	\$47,524	\$49,200
Feb. 1, 2007	\$45,493	\$47,226	\$48,950	\$50,676

* This classification will receive an annual lump sum payment equal to 2% of their current salary

CR-03	1	2	3	4
Current	\$34,360	\$35,258	\$36,160	\$37,062
Feb. 1, 2004	\$35,391	\$36,316	\$37,245	\$38,174
Feb. 1, 2005	\$36,453	\$37,405	\$38,362	\$39,319
Feb. 1, 2006	\$37,547	\$38,527	\$39,513	\$40,499
Feb. 1, 2007	\$38,673	\$39,683	\$40,698	\$41,714

* This classification will receive an annual lump sum payment equal to 2% of their current salary

CR-04	1	2	3	4
Current	\$38,068	\$39,078	\$40,087	\$41,090
Feb. 1, 2004	\$39,210	\$40,250	\$41,290	\$42,323
Feb. 1, 2005	\$40,386	\$41,458	\$42,529	\$43,593
Feb. 1, 2006	\$41,598	\$42,702	\$43,805	\$44,901
Feb. 1, 2007	\$42,846	\$43,983	\$45,119	\$46,248

* This classification will receive an annual lump sum payment equal to 2% of their current salary

CS-01	1	2	3	4	5	6	7
Current	\$33,338	\$35,030	\$36,719	\$38,411	\$40,109	\$41,798	\$43,498
Feb. 1, 2004	\$34,338	\$36,081	\$37,821	\$39,563	\$41,312	\$43,052	\$44,803
Feb. 1, 2005	\$35,368	\$37,163	\$38,956	\$40,750	\$42,551	\$44,344	\$46,147
Feb. 1, 2006	\$36,429	\$38,278	\$40,125	\$41,973	\$43,828	\$45,674	\$47,531
Feb. 1, 2007	\$37,522	\$39,426	\$41,329	\$43,232	\$45,143	\$47,044	\$48,957

CS-01	8	9	10	11	12	13	14
(continued)							
Current	\$45,196	\$46,884	\$48,579	\$50,272	\$51,954	\$53,635	\$55,316
Feb. 1, 2004	\$46,552	\$48,291	\$50,036	\$51,780	\$53,513	\$55,244	\$56,975
Feb. 1, 2005	\$47,949	\$49,740	\$51,537	\$53,333	\$55,118	\$56,901	\$58,684
Feb. 1, 2006	\$49,387	\$51,232	\$53,083	\$54,933	\$56,772	\$58,608	\$60,445
Feb. 1, 2007	\$50,869	\$52,769	\$54,675	\$56,581	\$58,475	\$60,366	\$62,258

* This classification will receive an annual lump sum payment equal to 2% of their current salary

CS-02	1	2	3	4	5	6	7
Current	\$54,676	\$56,483	\$58,300	\$60,114	\$61,930	\$63,747	\$65,562
Feb. 1, 2004	\$56,316	\$58,177	\$60,049	\$61,917	\$63,788	\$65,659	\$67,529
Feb. 1, 2005	\$58,005	\$59,922	\$61,850	\$63,775	\$65,702	\$67,629	\$69,555
Feb. 1, 2006	\$59,745	\$61,720	\$63,706	\$65,688	\$67,673	\$69,658	\$71,642
Feb. 1, 2007	\$61,537	\$63,572	\$65,617	\$67,659	\$69,703	\$71,748	\$73,791

* This classification will receive an annual lump sum payment equal to 2% of their current salary

DD-02	1	2	3	4	5	6	7	8
Current	\$30,548	\$31,680	\$32,794	\$33,926	\$35,048	\$36,169	\$37,299	\$38,792
Feb. 1, 2004	\$31,464	\$32,630	\$33,778	\$34,944	\$36,099	\$37,254	\$38,418	\$39,956
Feb. 1, 2005	\$32,408	\$33,609	\$34,791	\$35,992	\$37,182	\$38,372	\$39,571	\$41,155
Feb. 1, 2006	\$33,380	\$34,617	\$35,835	\$37,072	\$38,297	\$39,523	\$40,758	\$42,390
Feb. 1, 2007	\$34,381	\$35,656	\$36,910	\$38,184	\$39,446	\$40,709	\$41,981	\$43,662

* This classification will receive an annual lump sum payment equal to 2% of their current salary

DD-04	1	2	3	4	5	6	7
Current	\$38,718	\$40,090	\$41,456	\$42,825	\$44,183	\$45,544	\$47,366
Feb. 1, 2004	\$39,880	\$41,293	\$42,700	\$44,110	\$45,508	\$46,910	\$48,787
Feb. 1, 2005	\$41,076	\$42,532	\$43,981	\$45,433	\$46,873	\$48,317	\$50,251
Feb. 1, 2006	\$42,308	\$43,808	\$45,300	\$46,796	\$48,279	\$49,767	\$51,759
Feb. 1, 2007	\$43,577	\$45,122	\$46,659	\$48,200	\$49,727	\$51,260	\$53,312

* This classification will receive an annual lump sum payment equal to 2% of their current salary

EG-03	1	2	3	4	5	6
Current	\$42,765	\$44,474	\$46,254	\$48,101	\$50,027	\$52,028
Feb. 1, 2004	\$44,048	\$45,808	\$47,642	\$49,544	\$51,528	\$53,589
Feb. 1, 2005	\$45,369	\$47,182	\$49,071	\$51,030	\$53,074	\$55,197
Feb. 1, 2006	\$46,730	\$48,597	\$50,543	\$52,561	\$54,666	\$56,853
Feb. 1, 2007	\$48,132	\$50,055	\$52,059	\$54,138	\$56,306	\$58,559

* This classification will receive an annual lump sum payment equal to 2% of their current salary

EG-05	1	2	3	4	5	6
Current	\$51,743	\$53,813	\$55,966	\$58,204	\$60,535	\$62,955
Feb. 1, 2004	\$53,295	\$55,427	\$57,645	\$59,950	\$62,351	\$64,844
Feb. 1, 2005	\$54,894	\$57,090	\$59,374	\$61,749	\$64,222	\$66,789
Feb. 1, 2006	\$56,541	\$58,803	\$61,155	\$63,601	\$66,149	\$68,793
Feb. 1, 2007	\$58,237	\$60,567	\$62,990	\$65,509	\$68,133	\$70,857

* This classification will receive an annual lump sum payment equal to 2% of their current salary

EG-06	1	2	3	4	5	6
Current	\$56,920	\$59,194	\$61,563	\$64,026	\$66,585	\$69,248
Feb. 1, 2004	\$58,628	\$60,970	\$63,410	\$65,947	\$68,583	\$71,325
Feb. 1, 2005	\$60,387	\$62,799	\$65,312	\$67,925	\$70,640	\$73,465
Feb. 1, 2006	\$62,199	\$64,683	\$67,271	\$69,963	\$72,759	\$75,669
Feb. 1, 2007	\$64,065	\$66,623	\$69,289	\$72,062	\$74,942	\$77,939

* This classification will receive an annual lump sum payment equal to 2% of their current salary

EN-ENG-03	1	2	3	4	5	6	7
Current	\$54,215	\$56,498	\$58,848	\$61,192	\$63,533	\$65,878	\$68,222
Feb. 1, 2004	\$55,841	\$58,193	\$60,613	\$63,028	\$65,439	\$67,854	\$70,269
Feb. 1, 2005	\$57,516	\$59,939	\$62,431	\$64,919	\$67,402	\$69,890	\$72,377
Feb. 1, 2006	\$59,241	\$61,737	\$64,304	\$66,867	\$69,424	\$71,987	\$74,548
Feb. 1, 2007	\$61,018	\$63,589	\$66,233	\$68,873	\$71,507	\$74,147	\$76,784

* This classification will receive an annual lump sum payment equal to 2% of their current salary

EN-ENG-04	1	2	3	4	5	6
Current	\$63,694	\$66,238	\$68,780	\$71,328	\$73,875	\$76,421
Feb. 1, 2004	\$65,605	\$68,225	\$70,843	\$73,468	\$76,091	\$78,714
Feb. 1, 2005	\$67,573	\$70,272	\$72,968	\$75,672	\$78,374	\$81,075
Feb. 1, 2006	\$69,600	\$72,380	\$75,157	\$77,942	\$80,725	\$83,507
Feb. 1, 2007	\$71,688	\$74,551	\$77,412	\$80,280	\$83,147	\$86,012

* This classification will receive an annual lump sum payment equal to 2% of their current salary

FI-O1	1	2	3	4	5	6	7
Current	\$43,017	\$45,005	\$46,995	\$48,986	\$50,973	\$52,964	\$54,954
Feb. 1, 2004	\$44,308	\$46,355	\$48,405	\$50,456	\$52,502	\$54,553	\$56,603
Feb. 1, 2005	\$45,637	\$47,746	\$49,857	\$51,970	\$54,077	\$56,190	\$58,301
Feb. 1, 2006	\$47,006	\$49,178	\$51,353	\$53,529	\$55,699	\$57,876	\$60,050
Feb. 1, 2007	\$48,416	\$50,653	\$52,894	\$55,135	\$57,370	\$59,612	\$61,852

FI-O1	8	9
(continued)		
Current	\$56,943	\$59,161
Feb. 1, 2004	\$58,651	\$60,936
Feb. 1, 2005	\$60,411	\$62,764
Feb. 1, 2006	\$62,223	\$64,647
Feb. 1, 2007	\$64,090	\$66,586

* This classification will receive an annual lump sum payment equal to 2% of their current salary

FI-O2	1	2	3	4	5	6	7	8
Current	\$52,363	\$54,792	\$57,221	\$59,651	\$62,082	\$64,828	\$66,939	\$69,641
Feb. 1, 2004	\$53,934	\$56,436	\$58,938	\$61,441	\$63,944	\$66,773	\$68,947	\$71,730
Feb. 1, 2005	\$55,552	\$58,129	\$60,706	\$63,284	\$65,862	\$68,776	\$71,015	\$73,882
Feb. 1, 2006	\$57,219	\$59,873	\$62,527	\$65,183	\$67,838	\$70,839	\$73,145	\$76,098
Feb. 1, 2007	\$58,936	\$61,669	\$64,403	\$67,138	\$69,873	\$72,964	\$75,339	\$78,381

* This classification will receive an annual lump sum payment equal to 2% of their current salary

FR-Recruit	1	2
Current	\$38,658	\$41,066
Feb. 1, 2004	\$39,818	\$42,298
Feb. 1, 2005	\$41,013	\$43,567
Feb. 1, 2006	\$42,243	\$44,874
Feb. 1, 2007	\$43,510	\$46,220

FR-O1	1	2	3	4	5
Current	\$45,016	\$46,175	\$47,362	\$48,926	\$50,535
Feb. 1, 2004	\$46,366	\$47,560	\$48,783	\$50,394	\$52,051
Feb. 1, 2005	\$47,757	\$48,987	\$50,246	\$51,906	\$53,613
Feb. 1, 2006	\$49,190	\$50,457	\$51,753	\$53,463	\$55,221
Feb. 1, 2007	\$50,666	\$51,971	\$53,306	\$55,067	\$56,878

FR-O4	1
Current	\$60,130
Feb. 1, 2004	\$61,934
Feb. 1, 2005	\$63,792
Feb. 1, 2006	\$65,706
Feb. 1, 2007	\$67,677

GL-EIM-10	1
Current	\$21.41
Feb. 1, 2004	\$22.05
Feb. 1, 2005	\$22.71
Feb. 1, 2006	\$23.39
Feb. 1, 2007	\$24.09

GL-EIM-11	1
Current	\$23.02
Feb. 1, 2004	\$23.71
Feb. 1, 2005	\$24.42
Feb. 1, 2006	\$25.15
Feb. 1, 2007	\$25.90

GL-ELE-04	1
Current	\$17.25
Feb. 1, 2004	\$17.77
Feb. 1, 2005	\$18.30
Feb. 1, 2006	\$18.85
Feb. 1, 2007	\$19.42

GL-MAM-08	1
Current	\$21.09
Feb. 1, 2004	\$21.72
Feb. 1, 2005	\$22.37
Feb. 1, 2006	\$23.04
Feb. 1, 2007	\$23.73

GL-MAN-06	1
Current	\$19.43
Feb. 1, 2004	\$20.01
Feb. 1, 2005	\$20.61
Feb. 1, 2006	\$21.23
Feb. 1, 2007	\$21.87

GL-MAN-08	1
Current	\$20.69
Feb. 1, 2004	\$21.31
Feb. 1, 2005	\$21.95
Feb. 1, 2006	\$22.61
Feb. 1, 2007	\$23.29

GL-MAN-10	1
Current	\$21.89
Feb. 1, 2004	\$22.55
Feb. 1, 2005	\$23.23
Feb. 1, 2006	\$23.93
Feb. 1, 2007	\$24.65

GL-MDO-06	1
Current	\$18.15
Feb. 1, 2004	\$18.69
Feb. 1, 2005	\$19.25
Feb. 1, 2006	\$19.83
Feb. 1, 2007	\$20.42

GL-MDO-08	1
Current	\$19.45
Feb. 1, 2004	\$20.03
Feb. 1, 2005	\$20.63
Feb. 1, 2006	\$21.25
Feb. 1, 2007	\$21.89

GL-PCF-06	1
Current	\$18.92
Feb. 1, 2004	\$19.49
Feb. 1, 2005	\$20.07
Feb. 1, 2006	\$20.67
Feb. 1, 2007	\$21.29

GL-PIP-09	1
Current	\$22.23
Feb. 1, 2004	\$22.90
Feb. 1, 2005	\$23.59
Feb. 1, 2006	\$24.30
Feb. 1, 2007	\$25.03

GL-PIP-10	1
Current	\$23.28
Feb. 1, 2004	\$23.98
Feb. 1, 2005	\$24.70
Feb. 1, 2006	\$25.44
Feb. 1, 2007	\$26.20

GL-VHE-10	1
Current	\$20.76
Feb. 1, 2004	\$21.38
Feb. 1, 2005	\$22.02
Feb. 1, 2006	\$22.68
Feb. 1, 2007	\$23.36

GL-VHE-11	1
Current	\$21.57
Feb. 1, 2004	\$22.22
Feb. 1, 2005	\$22.89
Feb. 1, 2006	\$23.58
Feb. 1, 2007	\$24.29

GS-ST5-03	1
Current	\$16.38
Feb. 1, 2004	\$16.87
Feb. 1, 2005	\$17.38
Feb. 1, 2006	\$17.90
Feb. 1, 2007	\$18.44

GS-ST5-04	1
Current	\$17.21
Feb. 1, 2004	\$17.73
Feb. 1, 2005	\$18.26
Feb. 1, 2006	\$18.81
Feb. 1, 2007	\$19.37

GT-02	1	2	3	4	5
Current	\$41,577	\$42,782	\$43,988	\$45,192	\$46,999
Feb. 1, 2004	\$42,824	\$44,065	\$45,308	\$46,548	\$48,409
Feb. 1, 2005	\$44,109	\$45,387	\$46,667	\$47,944	\$49,861
Feb. 1, 2006	\$45,432	\$46,749	\$48,067	\$49,382	\$51,357
Feb. 1, 2007	\$46,795	\$48,151	\$49,509	\$50,863	\$52,898

PM-02	1	2	3
Current	\$47,200	\$49,112	\$51,019
Feb. 1, 2004	\$48,616	\$50,585	\$52,550
Feb. 1, 2005	\$50,074	\$52,103	\$54,127
Feb. 1, 2006	\$51,576	\$53,666	\$55,751
Feb. 1, 2007	\$53,123	\$55,276	\$57,424

PM-03	1	2	3
Current	\$51,118	\$53,092	\$55,075
Feb. 1, 2004	\$52,652	\$54,685	\$56,727
Feb. 1, 2005	\$54,232	\$56,326	\$58,429
Feb. 1, 2006	\$55,859	\$58,016	\$60,182
Feb. 1, 2007	\$57,535	\$59,756	\$61,987

PM-04	1	2	3
Current	\$55,880	\$58,146	\$60,416
Feb. 1, 2004	\$57,556	\$59,890	\$62,228
Feb. 1, 2005	\$59,283	\$61,687	\$64,095
Feb. 1, 2006	\$61,061	\$63,538	\$66,018
Feb. 1, 2007	\$62,893	\$65,444	\$67,999

PM-02 ADM	1	2	3
Current	\$50,346	\$52,386	\$54,420
Feb. 1, 2004	\$51,856	\$53,958	\$56,053
Feb. 1, 2005	\$53,412	\$55,577	\$57,735
Feb. 1, 2006	\$55,014	\$57,244	\$59,467
Feb. 1, 2007	\$56,664	\$58,961	\$61,251

ST-SCY-02	1	2	3	4
Current	\$35,975	\$36,912	\$37,848	\$38,780
Feb. 1, 2004	\$37,054	\$38,019	\$38,983	\$39,943
Feb. 1, 2005	\$38,166	\$39,160	\$40,152	\$41,141
Feb. 1, 2006	\$39,311	\$40,335	\$41,357	\$42,375
Feb. 1, 2007	\$40,490	\$41,545	\$42,598	\$43,646

* This classification will receive an annual lump sum payment equal to 2% of their current salary

APPENDIX "B"

PAY NOTES

1. Supervisory Differentials

A Supervisory Differential as set out below shall be paid to employees in the bargaining unit who occupy positions which receive a supervisory rating in accordance with existing practices:

A1	4.0%
B2	6.5% (6.0% for GS Classification)
B3, C2	11.0%
B4, C3, D2	15.0%
B5, C4, D3, E2	19.0%
B6, C5, D4, E3	22.5%
B7, C6, D5, E4	26.0%
C7, D6, E5	29.5%
D7, E6	33.0%
E7	36.5%

2. Employees in the FR-Recruit Classification will receive incremental increases after six (6) months of continuous service.
3. After completing the second six (6) months at the FR-Recruit rate, the employee shall be paid at the FR-O1 rate then in effect.
4. Employees in the CS-O1 classification will receive incremental increases after six (6) months of continuous service for steps 1 to 8. An incremental increase from step 8 to 9 will be after twelve (12) months of continuous service, Incremental increases from steps 9 to 14 will be after twelve (12) months of continuous service.
5. Employees in all other classifications will receive incremental increases after twelve (12) months of continuous service.
6. An annual lump sum payment will be given February 1st of each year equal to 2% of an individual's salary as it is on February 1st. This will be provided to those in the following classifications that did not receive a market adjustment from the first collective agreement: AS-01; CR-03; CR-04; CS-01; CS-02; DD-02; DD-04; EG-03; EG-05; EG-06; EN-ENG-03; EN-ENG-04; FI-O1; FI-02; ST-SCY-02.

APPENDIX "C"

CERTIFICATION BEING ORDER NUMBER 7775-U



Canada Industrial Relations Board ● Conseil canadien des relations industrielles

Order No.: 7775-U

IN THE MATTER OF THE

Canada Labour Code

-and-

Public Service Alliance of Canada,

applicant union,

- and -

Halifax International Airport Authority,
Elmsdale, Nova Scotia,

employer.

WHEREAS the Canada Industrial Relations Board has received an application for certification from the applicant union as bargaining agent for a unit of employees of Halifax International Airport Authority, pursuant to Section 24 of the ~~Canada Labour Code~~ (Part I - Industrial Relations);

AND WHEREAS, following investigation of the application and consideration of the submissions of the parties concerned, the Board has found the applicant to be a trade union within the meaning of the Code and has determined the unit described hereunder to be appropriate for collective bargaining and is satisfied that a majority of the employees of the employer in the unit wish to have the applicant trade union represent them as their bargaining agent.

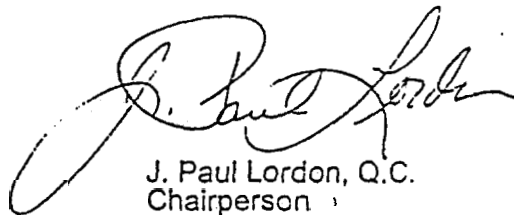
NOW, THEREFORE, it is ordered by the Canada Industrial Relations Board that the Public Service Alliance of Canada be, and it is hereby certified to be, the bargaining agent for a unit comprising:



Order No.: 7775-U

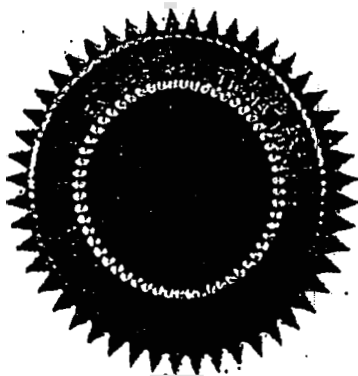
"all employees of the Halifax International Airport Authority excluding the president; executive assistant to the president; executive assistant to the Board; vice-president, finance and administration; executive assistant to the vice-president, finance and administration; director, human resources; superintendent, human resources; human resources coordinator; manager, air side operations; manager, finance and administration; manager, procurement; manager, technical services; manager, facilities; superintendent, operations; superintendent, air side technical services; superintendent, property management; superintendent, security and protective services; chief, emergency response services; and casual employees."

Board. ISSUED at Ottawa, this 18th day of April, 2000, by the Canada Industrial Relations



J. Paul Lordon, Q.C.
Chairperson

Reference: File No. 20875-C



APPENDIX "D"

SENIORITY - SEASONAL EMPLOYEES

Heavy Equipment Operators

Berry, John	28-Nov-88
Blair, Benny	29-Nov-88
Hilchie, Roxanne	26-Nov-90
O'Leary, Alan	28-Oct-91
Nolter, Brian	18-Nov-91
Ross, Norman	18-Nov-91
Shackleton, Greg	18-Nov-91
Clooney, Randall	13-Jan-93
Leavitt, Frank	30-Nov-95
Boutilier, Richard	12-Dec-95
Carroll, Barry	23-Dec-95
Eisan, Doug	27-Dec-95
Gooding, Richard	29-Dec-95
Moulton, James	16-Jan-96
Whalen, Stephen	28-Nov-96
Winsor, Tom	28-Nov-96
Clarke, Robert	05-Dec-97
Boutilier, Kevin	26-Nov-98
Fisher, Timothy	26-Nov-98
Hilchie, Steven	26-Nov-98
Kinsman, Doug	26-Nov-98
Mosher, Kevin	26-Nov-98
Romkey, Herbert	26-Nov-98
Silver, Robert	26-Nov-98
Wellwood, William	26-Nov-98
Bowser, Mark	26-Nov-98
Collier, Chris	26-Nov-03

Storeperson

Delbert Geddry	01-Jan-98
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APPENDIX "E"

AIRPORT EMPLOYEE TRANSFER PLAN – ARTICLE 1.4

“The offer of indeterminate employment, if accepted, shall result in continuing and permanent employment with the HIAA. The HIAA shall further ensure that in no event, other than for cause, shall the employment of an Eligible Employee, who has accepted an offer of indeterminate employment, be terminated or temporarily discontinued in the two-year (2) period following the transfer date, except with written consent of the employee.”

LETTER OF INTENT # 1

Between

HALIFAX INTERNATIONAL AIRPORT AUTHORITY

and

PUBLIC SERVICE ALLIANCE OF CANADA

Within ninety (90) days after the signing of the Collective Agreement, the Authority and the PSAC agree to meet and make every reasonable effort to jointly select and adapt a job evaluation plan applicable to all positions within the bargaining unit. Selection and adaptation of the job evaluation plan shall be completed no later than ninety (90) days prior to the expiry of the Collective Agreement. These dates can be extended by mutual agreement.

IT IS AGREED:

1. That a joint committee be formed with a maximum of three (3) members being nominated by each party. Members will have equal status. A quorum shall consist of four (4) members: two (2) Authority representatives and two (2) Union representatives. The PSAC Classification Officer assigned to advise the Local will not be counted as a member of this committee.
2. That the employees who participate as Committee Members do so without loss of salary for attendance at meetings, including any preparation time as decided by the committee. Committee meetings will normally be scheduled between the hours of 8:00 am and 4:00 pm, Monday to Friday. Any members of the committee who are scheduled to work outside of these hours shall have their shift schedule changed in accordance with the committee's schedule to ensure time spent at such meetings will be time worked. All overtime must be approved in advance by the Authority.

All Committee Members shall respect the confidentiality of the proceedings and shall not prematurely release the results of the new system of classification as it pertains to individual employees or positions. The results of the new system of classification as it pertains to individual positions shall be released simultaneously to all employees in the Bargaining Unit.

3. That a job evaluation plan be selected, developed or adapted by the Committee.
4. That the job evaluation plan shall:
 - a) comply with Section 11 of the Canadian Human Rights Act;

- b) strive towards eliminating any gender bias, as defined by the Canadian Human Rights Act Equal Wages Guidelines, 1986; and
 - c) be universal in application.
5. That based on recommendation by the Committee, the Authority may designate a consulting firm to work under the Committee's direction to provide the technical support and all research which the Committee requires. The consulting firm must have proven expertise in this field and have a proven record in meeting pay equity requirements.
6. Without limiting its mandate, the Committee is mandated
- a) to develop a communication plan to ensure employees are familiar with the process regarding the selection, adaptation or development of a new job evaluation plan and that employees are provided training with respect to completing job questionnaires, writing job descriptions and sensitivity to gender bias issues.
 - b) to obtain all the organizational information required to establish the plan; (eg. job descriptions and/or questionnaires, organization charts, etc.).
 - c) to select evaluation factors and develop factor and degree definitions.
 - d) to determine the weights of each factor and the point distribution within factors.
 - e) to identify and evaluate benchmark positions.
 - f) to determine the point cut-offs for levels and number of levels in the plan.
 - g) to submit recommendations, at each of the above steps, to both the PSAC and Authority for approval.
7. That the Authority will implement the job evaluation plan, once approved, in accordance with Article 22 - Pay Administration.
8. That the Committee will review the classifications established by the Authority in accordance with the job evaluation plan.
9. That the number of levels in the new job evaluation plan serve as the framework for collective bargaining.
10. The incumbent(s) or the PSAC may grieve classification decisions in accordance with Article 11 - Grievance and Arbitration Procedure.

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

LETTER OF UNDERSTANDING #1

BETWEEN

HALIFAX INTERNATIONAL AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

Within (6) six months after signing of the Collective Agreement, the parties agree to meet **and** jointly develop an Employee Performance Review System applicable to all positions within the bargaining units. The parties will make every effort to complete the joint development of this system within (1) one year of the signing of the Collective Agreement. By mutual agreement, this period may be extended an additional three (3) months.

The provisions of such a system will include, but will not necessarily be limited to, the evaluation form, the written instructions which will be utilized in the review, the steps of the review process and the implementation date of the system.

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

LETTER OF UNDERSTANDING # 2
BETWEEN
HALIFAX INTERNATIONAL AIRPORT AUTHORITY
AND
PUBLIC SERVICE ALLIANCE OF CANADA

It is agreed:

An employee, who on January 31, 2000, was entitled to receive furlough leave, retains their entitlement to furlough leave subject to the conditions respecting the granting of such leave that were in force on that date.

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

LETTER OF UNDERSTANDING NUMBER 3

Re: Safe Work Procedures

1. The Authority agrees to adopt as Safe Work Procedures of the Authority the following:
 - a) The Pesticides Standard, attached as Annex "A" to this Letter; and
 - b) The Motor Vehicle Operations Standard, attached as Annex "B" to this Letter.
2. The Authority further agrees that no changes to these Safe Work Procedures will be made without prior consultation with the Workplace Health and Safety Committee.
3. This Letter will be deemed to be part of the Collective Agreement.

ANNEX "A"

PESTICIDES STANDARD

HALIFAX INTERNATIONAL AIRPORT AUTHORITY

Collective Agreement

This Standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on October 24, 2001, between the Halifax International Airport Authority (hereby referred to as "the Authority") and the Public Service Alliance of Canada.

Canada Labour Code

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

Airport Authority Policy Statement on Pesticides

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

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

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

Definitions

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

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

Qualified Person – a person who, because of knowledge, training and experience, is licensed or certified in accordance with a provincial or national program.

SPECIFIC REQUIREMENTS

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

- 1.1 The Authority shall ensure that all pesticide applicators provide a pest management program that abides by federal and provincial legislation, and that incorporates integrated pest management (IPM) principles and practices to reduce the use of broad-spectrum pesticides.
- 1.2 The goal of IPM is to manage pests effectively, safely and economically, by
 - (a) reducing the use of broad-spectrum pesticides and using more pest/target specific control products;
 - (b) reducing the level of toxicity of products used and avoiding products officially known or suspected of being human carcinogens;
 - (c) using alternate control methods; and
 - (d) improving and perfecting application methods.
- 1.3 IPM is an approach to pest management that integrates all pest management practices and control methods into one pest management program. IPM does not usually try to eliminate all pests, but tries to reduce the pest population to an acceptable level. **In IPM, the use of pesticides is advocated as a last resort only.**
- 1.4 IPM involves identifying pests, determining the cause and source of the pest, knowing the pest's life cycle, behaviour and effects on its host, and the most vulnerable period in its life cycle; and monitoring pest activities and the effectiveness of control or management methods.

1.5 IPM requires knowing and using available methods, such as:

- (a) approved biological controls, including parasitic and predatory insects and host-specific pathogens;
- (b) maximizing a plant's health and minimizing its susceptibility to pest infestations by crop rotation, moisture control, planting techniques and sanitation;
- (c) genetic selection, i.e., choosing resistant species and varieties of plants;
- (d) mechanical controls, e.g. trapping, cultivating, physical barriers;
- (e) the use of pesticides which are of relatively low toxicity to human and animal populations and of low persistency in the environment, eg., insecticidal soaps;
- (f) the use of conventional pesticides in a prescribed manner.

2. **Signage and Posting Requirements**

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

2.2 Signs and notices shall include:

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

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

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

3. **Emergency Response**

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

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

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

4. **Monitoring and Records**

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

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

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

4.4 The Authority shall maintain long-term records on the application of pesticides by its contractors, including all environmental sampling data and reports. The application records shall contain the following information as a minimum:

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

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

ANNEX "B"

MOTOR VEHICLE OPERATIONS STANDARD

HALIFAX INTERNATIONAL AIRPORT AUTHORITY

Collective Agreement

This Standard has been derived from the Letter of Understanding #3 of the Collective Agreement signed on October 24, 2001, between the Halifax International Airport Authority (hereby referred to as "the Authority") and the Public Service Alliance of Canada.

Purpose

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

Definitions

- (1) *motor vehicle* means a truck, tractor, trailer, semi-trailer, automobile, bus, all-terrain vehicle, snowmobile or other similar self-propelled vehicle used primarily for transporting personnel and/or material;
- (2) *motor vehicle accident* means an event involving the operation of a vehicle which results in injury to persons and/or damage to equipment or property;
- (3) *motor vehicle operator* means any employee who is required to operate a motor vehicle in the performance of the employee's duties;
- (4) *qualified personne2* means, in respect of a specified duty, a person who, because of knowledge, training and experience, is qualified to perform that duty safely and properly.

SPECIFIC REQUIREMENTS

1. General Responsibilities

The Authority is responsible for:

- (1) developing accurate rules and procedures for the safe operation of motor vehicles in accordance with the general principles set forth in this Standard;

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

2. Safe Operation of Motor Vehicles

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

3. Medical Examinations

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

4. Qualification of Motor Vehicle Operators

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

5. **Training**

5.1 The Authority shall, where appropriate, institute or participate in motor vehicle operator training programs designed to provide:

- (1) training to acquaint personnel with changes in equipment or operating conditions;
- (2) refresher training for returning seasonal vehicle operators, on a yearly basis;
- (3) remedial training to offset specific weaknesses indicated by accident records, traffic rule violations or other instances of inadequate operating performance.

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

6. **Investigation of Accidents**

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

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

7. **Servicing and Inspection**

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

8. **Pre-Operation Procedures**

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

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

9. **Safe Transportation of Personnel**

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

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

10. **Fire Prevention**

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

11. **Motor Vehicle Fuelling and Operations**

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

12. Exposure to Exhaust Products

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

13. Motor Vehicle Safety Belts

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

14. Warning Devices

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

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

15. First-Aid Kits

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

16. Resolving “Qualified” Disputes

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

- (a) the employee shall raise the matter directly with the person in charge;
- (b) the person in charge shall review the employee’s qualifications and decide upon the employee’s status as a qualified person;
- (c) if the employee is dissatisfied with the decision, the matter shall be referred to the Safety and Health Committee established for the employee’s workplace;
- (d) the Safety and Health Committee shall review the matter and make appropriate recommendations to the person in charge;
- (e) if the Safety and Health Committee does not consider itself competent to deal with the case, it shall recommend an acceptable third party to the person in charge;
- (f) the person in charge shall, pursuant to (d) or (e), take the recommendations into

consideration, render a final management decision and undertake the appropriate action.

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

LETTER OF UNDERSTANDING NUMBER 4

Re: Use of Facilities

Without making any commitment, the Authority is agreeable to discussing at a meeting of the Union Management Consultation Committee, following the ratification of this Agreement, matters relating to the administration and costs of any telephone which may be located in the office provided to the Local pursuant to clause 9.06 of the Collective Agreement.

LETTER OF UNDERSTANDING NO. 5

Re: Commuting Allowance

The Authority shall continue to pay Commuting Allowance in accordance with its current rates, practice and procedure, unless otherwise agreed.

LETTER OF UNDERSTANDING NUMBER 6

Re: Term Employee

As soon as is reasonably possible following the date of ratification of this Agreement, the Authority will change the employee status of the following four (4) persons to full-time non-probationary employment:

- (1) William Crossman;
- (2) William A. Turple (Jr.);
- (3) Catherine Walker; and
- (4) Malcolm Phippen

The seniority of these employees and their continuous service shall be calculated on the basis of their first date of hire for the Halifax International Airport.

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

LETTER OF UNDERSTANDING NUMBER 7

Re Students

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

- a) Co-op Student - a student hired by the Authority to carry out work in their specialty, eg. Marketing. A Co-op student may be hired anytime during the year and work terms are normally for a school term.
- b) Non Co-op Student - A student hired by the Authority during the period May 1st to August 31st to perform summer work, such as Ambassador and Public Relations, landscaping, litter control, planting flowers, mowing grass, light painting, shoveling sand and asphalt and any other work agreed upon between the PSAC Local and the Authority.

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

The Authority agrees that, while employed, students will be subject to all policies of the Authority (eg. The HIAA Harassment Policy).

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

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

LETTER OF UNDERSTANDING NUMBER 8

RE: Harassment Policy

The Authority agrees to amend the Harassment Policy of the Authority to adopt the following definitions:

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

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

LETTER OF UNDERSTANDING NUMBER 9

RE: Humanities Fund

PSAC/UCTE Local 80829 and the Halifax International Airport Authority will establish a Humanities Fund. The parties will set up a joint committee to establish the terms of reference for the use of the fund which will be designed for local circumstances. The Local contribution will be equal to \$.01 per hour worked for each Bargaining Unit Member and HIAA will contribute \$.02 per hour worked for each Bargaining Unit Member. Contributions made by both the Local and the HIAA will be based upon a member's regular hours worked and excludes overtime.

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