

**COLLECTIVE AGREEMENT**

**BETWEEN**

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



**AND**

**HALIFAX INTERNATIONAL AIRPORT AUTHORITY**



**HalifaxStanfield**

**Expires: January 31, 2023**

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## **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 positions listed in the most current certificate issued by the Canada Industrial Relations Board and attached at Appendix "E".
- 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 15.

## **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. The parties are required to consider the following in their negotiations:
- (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 35 - 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 35, 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 35 - 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 23.05 (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 23.05 (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, or during the life 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 and at a minimum of four (4) times per year, 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 one (1) month 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.
- 7.07 Mental Health and Wellness in the Workplace**  
**The parties agree that a Mental Health and Wellness in the Workplace Committee will be established within three (3) months of ratification of this Collective Agreement.**

## ARTICLE 8



### 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 Authority will provide, at its cost, the PSAC with two hundred (200) copies of the Collective Agreement. The PSAC will provide the copies to its members.**

- 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) 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 and with a high-speed internet connection.

## **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 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

### STEP 1 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 a satisfactory settlement has not been obtained under Step 1 Complaint, or Step 2, 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's COO and, when necessary, Vice President of relevant department 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.**

**The designated Authority representative(s) 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.**

**[FORMERLY STEP 3] STEP 4:**

If the grievance is not satisfactorily settled under Step **three (3)**, then the grievance may be referred to arbitration, within twenty-five (25) days of the expiry of the time limits set out in Step **three (3)**.

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**



### **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 race, national or ethnic origin, colour, religion, age, sex, sexual orientation, **gender identity or expression, marital status**, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, 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**



### **WORKPLACE VIOLENCE**

- 14.01 The PSAC and the Authority recognize the right of employees to work in an environment free from acts of violence. The Authority undertakes to ensure that acts of violence will not be tolerated in the workplace.
- 14.02 The provisions of the *Canada Labour Code* relating to violence in the workplace apply as indicated in the *Code*.

## **ARTICLE 15**



### **EMPLOYEE STATUS**

15.01 Full-Time Employees

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

15.02 Part-Time Employees

A part-time employee is an employee whose weekly scheduled hours are less than those established in Article 17 - Hours of Work.

15.03 Seasonal Employees

- a) A seasonal employee is an employee hired primarily for winter seasonal work in airfield operations as Seasonal Airside Maintenance Technicians. 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 37 - 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 26 - Vacation Leave but will be provided with the appropriate percentage rate of vacation pay calculated in accordance with Article 26 on a bi-weekly basis based on continuous service on or after February 1, 2000. **Vacation pay for seasonal employees will be paid on all regular and overtime hours.**
- 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 1<sup>st</sup> that the employee will not be recalled.
- f) A seasonal employee receiving severance payments as per Article 35 - Severance shall not be considered permanently laid off unless not recalled in accordance with sub-clause (e).
- g) A seasonal employee will be eligible for and required to participate in the Defined Contribution Pension Plan during the time they are employed by the Authority. Eligibility commences after six months of service, effective the 2008/2009 winter season.

#### 15.04 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 35 – Severance.

Qualified, non-probationary employees, who apply for a term job opportunity, will be given preference in accordance with Article 30 - 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 16**



### **PROBATION**

- 16.01 All newly hired employees shall be considered probationary employees.
- 16.02 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.
- 16.03 During the probation period, an employee will have their performance discussed and reviewed with them on a regular basis in accordance with Article 32.
- 16.04 When a probationary employee is dismissed, the Authority shall provide notice in writing to the employee with a copy to the PSAC.
- 16.05 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 17**  
◆  
**HOURS OF WORK**

17.01 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 Trades and Airfield positions – eight (8) consecutive hours per day and forty (40) hours per week;
  - (ii) for Airport Duty Managers – thirty-seven and one-half (37½) hours per week in a shift pattern;
  - (iii) for Firefighters on shifts – as per Article 17.07; and
  - (iv) for all other positions – seven and one-half (7½) consecutive hours per day and thirty-seven and one-half (37½) hours per week from Monday to Friday between the hours of 07:00 and 18:00

17.02 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 Airside Maintenance Technicians (including Supervisors) shall be paid for all meal periods while employed on a 12-hour shift basis.

#### 17.03 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 18 - Overtime.

#### 17.04 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.

#### 17.05 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 29.08 - 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.

#### 17.06 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 lose 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.

17.07 The following provisions apply only to Firefighters 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 18**



### **OVERTIME AND REPORTING PAY**

18.01 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.

- 18.02a)
- (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.

18.03 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 17 - 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 17- 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 Firefighters.
- g) Subject to 18.03 (c), a Firefighter 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 (2<sup>nd</sup>) 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.

18.04 Notwithstanding clause 18.03 and subject to 18.03 (c), the Airside Maintenance Technicians (including Supervisors) 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).

18.05 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 19.02; or,
- b) out-of-pocket expenses for other means of commercial transportation.

18.06 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 Firefighters) 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 Firefighters.) 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.

18.07 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 thirteen (\$14.00), 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 provided to the employee for 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 thirteen dollars (\$14.00) 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 provided to the employee for a meal break at or adjacent to the employee's place of work.
- c) For Firefighters, the provisions of clauses 18.07 (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 thirteen dollars (\$14.00). When continuous overtime extends beyond seven (7) hours, a second meal allowance in the amount of thirteen dollars (\$14.00) shall be provided. Only two meals shall be provided in one (1) 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 thirteen dollars (\$14.00) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.

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

## **ARTICLE 19**



## **CALL-BACK**

19.01 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.

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

- (a) for the use of their vehicle at the kilometeric rate specified in the HIAA Travel Policy to a maximum of one hundred ten (110) kilometers each way;
- or,
- (b) reasonable out-of-pocket expenses for other means of commercial transportation.

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

19.04 An employee who has been called back to work or reports for scheduled overtime and works three (3) or more hours of overtime shall be paid for one (1) meal in the amount of thirteen dollars (\$14.00), except where a free meal is provided or when the employee is being compensated on some other basis. 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 thirteen dollars (\$14.00) after each four (4) hour period, except where a free meal is being provided or when an employee is being compensated on some other basis. Reasonable time with pay, to be determined by the Authority, shall be provided for the employee for a meal break at or adjacent to the employee's place of work

## **ARTICLE 20**



## **STANDBY**

20.01 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.

20.02 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 on any day the employee is unable to report for duty when required, as determined by the Employer in accordance with Article 3-Management Rights. If an employee on standby is not available without a satisfactory reason the employee will be deemed to have worked the hours for which the employee was being called back to work for the purposes of equitable distribution only.

20.03 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 18 and 19.

20.04 There shall be no standby required of Firefighters.

**ARTICLE 21**  
◆  
**WASH-UP TIME**

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

**ARTICLE 22**  
◆  
**SHIFT PREMIUMS**

Shift Premium

22.01 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 two dollars (\$2.20) 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

22.02 Employees shall receive an additional premium of two dollars (\$2.20) per hour for all hours worked, including overtime hours on Saturday or Sunday.

Exclusions

22.03 This Article does not apply to Firefighters.

**ARTICLE 23**  
◆  
**PAY ADMINISTRATION**

23.01 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.

23.02 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.

- 23.03 An employee 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. An employee appointed to an acting position shall be paid in accordance with clause 23.11.
- 23.04. 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.
- 23.05 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.
- 23.06. Clause 23.05 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 23.07.

23.07 Pay Increments

- a) An employee 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.
- 23.08 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.
- 23.09 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.
- 23.10 Where a pay increment and a pay revision are affected on the same date, the pay increment shall be applied first.
- 23.11 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 at the lowest step of the salary scale in the classification in which the employee is acting which is greater than the employee's current pay 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 Firefighters, the employee shall be paid acting pay calculated in accordance with this clause 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.**
- 23.12 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.
- 23.13 Payments provided under Article 18 - Overtime, Article 19 - Call-Back, Article 20 - Standby and Article 25 - Designated Paid Holidays, shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

**ARTICLE 24**  
◆  
**LEAVE GENERAL**

- 24.01 An employee is entitled to be informed, upon request, of the balance of their vacation, sick and compensatory leave credits.
- 24.02 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 25**  
◆  
**DESIGNATED PAID HOLIDAYS**

- 25.01 Subject to clause 25.02, 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) Heritage Day**
  - m) any additional day when proclaimed by an Act of Parliament as a National Holiday**
- 25.02 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 28.06 and 28.07 - Leave With or Without Pay for PSAC Business.
- 25.03 When a day designated as a holiday under clause 25.01 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 25.01 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.

25.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 25.03:

- 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.

25.05 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 25.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

25.06 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 25.05 or three (3) hours pay at the applicable overtime rate of pay.

25.07 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.

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

25.09 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 25.01. 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 26**  
◆  
**VACATION LEAVE**

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

26.02 Except for Firefighters, 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 ( $1\frac{1}{4}$ ) days until the month in which the anniversary of the employee's sixth (6<sup>th</sup>) year of continuous service occurs;
- b) one and two-thirds ( $1\frac{2}{3}$ ) days commencing with the month in which the anniversary of the employee's sixth (6<sup>th</sup>) year of continuous service occurs;
- c) two and one-twelfth ( $2\frac{1}{12}$ ) days commencing with the month in which the anniversary of the employee's sixteenth (16<sup>th</sup>) year of continuous service occurs;  
and
- d) two and one-half ( $2\frac{1}{2}$ ) days commencing with the month in which the anniversary of the employee's twenty-sixth (26<sup>th</sup>) year of continuous service occurs.

26.03 Firefighters 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 sixth (6<sup>th</sup>) year of continuous service occurs;
- b) fourteen (14) shifts per year commencing with the month in which the anniversary of the employee's sixth (6<sup>th</sup>) year of continuous service occurs;
- c) eighteen (18) shifts per year commencing with the month in which the anniversary of the employee's sixteenth (16<sup>th</sup>) 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-sixth (26<sup>th</sup>) year of continuous service occurs.

26.04 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.

26.05 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.

- 26.06 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 (e.g. employees in the Firefighter classification) in place are exempted from the application of this clause and will retain their current system.

- 26.07 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.

26.08 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.

26.09 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.

- 26.10 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.
- 26.11 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.
- 26.12 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.
- 26.13 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 26.12. Such time shall be considered as time worked.
- 26.14 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.
- 26.15 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 27



### EDUCATION AND CAREER DEVELOPMENT LEAVE

27.01 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.

27.02 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.

27.03 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.

27.04 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.

27.05 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 27.05(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.

27.06 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.

27.07 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 28**



### **LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS**

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

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

28.03 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.

- 28.04 The Authority will, operational requirements permitting, grant leave with pay to a reasonable number of employees representing the PSAC before an Arbitration Board.
- 28.05 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.
- 28.06 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.
- 28.07 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.
- 28.08 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 two hundred (200) hours in a calendar year.
- 28.09 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) months' 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.

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

28.11 Except for leaves pursuant to clause 28.09, 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 29



### 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”.

#### 29.01 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.

#### 29.02 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.

#### 29.03 Leave with Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, **fiancé(e)**, 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 dependent 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
  - (ii) 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.

29.04 A 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 29.04 shall be for a minimum period of three (3) weeks;
  - (iii) total leave granted under this clause 29.04 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.

b) 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.

**29.04B** The provisions of the *Canada Labour Code* relating to compassionate care leave, that are not addressed by 29.04 A, also apply as indicated in the *Code*.

#### 29.05 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.

#### 29.06 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.

#### 29.07 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 25 - 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.

#### 29.08 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(e)**, 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.

29.09 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.

29.10 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.

**29.11 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.

**29.12 Other Leaves With or Without Pay Required by the Canada Labour Code**

**Additional leaves mandated by the Canada Labour Code also apply:**

- a) **Critical Illness Leave**
- b) **Leave Related to the Death or Disappearance of a Child or Children**
- c) **Reservist Leave**

**Such leaves shall apply and will be administered as determined by the Canada Labour Code as it is amended from time to time.**

**ARTICLE 29A**



**MATERNITY LEAVE WITHOUT PAY**

**29A.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 39 - Sick Leave with Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 39 - 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.

### **29A.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:

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

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 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 one (1) week before receiving Employment Insurance pregnancy benefits, one hundred percent (100%) of her weekly rate of pay for the waiting period less any other monies earned during this period, and shall also receive one hundred percent (100%) of her weekly rate of

pay for one (1) week after the completion of the fifteen (15) week leave;

(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 one hundred percent (100%) 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.

***(iii) where an employee has received the full fifteen (15) weeks of maternity benefit under the Employment Insurance Act and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at one hundred percent (100%) of her weekly rate of pay, less any other monies earned during this period.***

- d) At the employee's request, the payment referred to in subparagraph 29A.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.

### **29A.03 Special Maternity Allowance for Totally Disabled Employees**

- a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 29A.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 29A.02(a), other than those specified in sections (A) and (B) of subparagraph 29A.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 29A .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).

### **29A.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 29B**  
◆  
**PARENTAL LEAVE WITHOUT PAY**

**29B.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 **normally** up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period **or at the employee's option up to sixty-two (62) consecutive weeks in the seventy-eight (78) 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 **or at the employee's option up to sixty-two (62) consecutive weeks in the seventy-eight (78) 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 **either** fifty-two (52) weeks **or at the employee's option no later than seventy-eight (78) 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). ***This notice must include the length of time the employee will be on parental leave.***

- 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 normally exceed a total of thirty-seven (37) weeks **or at the employee's option sixty-two (62) 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.

#### **29B.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 29B.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 one (1) week before receiving Employment Insurance parental benefits, one hundred percent (100) of their weekly rate of pay for the waiting period, less any other monies earned during this period and shall also receive one hundred percent(100%) of her weekly rate of pay for one (1) week after the completion of the fifteen (15) week;
  - (ii) other than as provided in subparagraph (iv)below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the EmploymeCnt Insurance Act, the Authority agrees to pay the difference between **the normal gross weekly amount of the Employment Insurance parental benefits they are eligible to receive and one hundred percent (100%) 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 extends his or her parental allowance beyond the normal thirty-five (35) weeks, he or she may opt to receive the same total allowance over the longer period.

(iv) 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.

***(v) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Act and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at one hundred percent (100%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 29.A02(c)(iii) for the same child.***

- d) At the employee's request, the payment referred to in subparagraph 29B.02(c)(i) will be estimated and advanced to the employee. On request, the employee will be provided estimates for allowances that extend beyond the normal thirty-five (35) weeks of benefits. 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.

### **29B.03 Special Parental Allowance for Totally Disabled Employees**

- a) An employee who:
  - (i) fails to satisfy the eligibility requirement specified in subparagraph 29B.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 29B.02(a), other than those specified in sections (A) and (B) of subparagraph 29B.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 29B.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).

### **29B.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 30**  
◆  
**STAFFING PROCEDURE**

- 30.01 a) The Authority shall post all vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as Job Opportunities). This includes those term positions that the Authority has deemed to be permanent positions.
- 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.
- 30.02 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.
- 30.03 The Requirements contained in the posting shall be fair and reasonable in relation to the Job Opportunity.
- 30.04 A copy of the poster shall be forwarded to the PSAC Local at least four (4) working days prior to posting.
- 30.05 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
- 30.06 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.
- 30.07 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 and seasonal employees. Where the candidates are relatively equal according to the posted Requirements, the candidate with the greatest seniority will receive the offer.

- 30.08 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.
- 30.09 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.
- 30.10 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.
- 30.11 The Authority shall make every effort to allocate acting opportunities on an equitable basis among readily available qualified employees who have expressed an interest in writing.

## **ARTICLE 31**



### **JOB CLASSIFICATION**

- 31.01 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.
- 31.02 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, proposed hours of work, including schedule and days of rest, 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.
- 31.03 In the event that the parties fail to agree in accordance with clause 31.02 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.

- 31.04 Within six (6) months of an employee being appointed to the newly created position the manager will, in consultation with the employee, prepare a Job Evaluation Questionnaire (JEQ) based on the then current job requirements. The JEQ will then be forwarded to the PSAC, through the Local, for review and, within thirty (30) calendar days of receipt, the PSAC and the Authority shall meet to discuss the appropriate classification and salary (including range where applicable) for the new position in accordance with the Job Evaluation Plan (JEP) . If the parties fail to agree on the position classification level and, or, salary (including range where applicable) the issue may be referred to the Grievance and Arbitration Procedure - Article 11 contained in this Agreement.
- 31.05 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.
- 31.06 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 32**



### **STATEMENT OF DUTIES**

- 32.01 Upon written request, an employee shall be provided, no later than within forty-five (45) calendar days, 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.
- 32.02 "Other related duties" will not contain any duty which may account for more than 5% of an employee's duties.

## ARTICLE 33



### EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 33.01 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.
- 33.02 a) Prior to an employee performance review the employee shall be given:
- (i) the evaluation form which will be used for the review; and
  - (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.
- 33.03 An employee has the right to make written comments to be attached to the performance review form.
- 33.04 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.
- 33.05 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 34**  
◆  
**TECHNOLOGICAL CHANGE**

- 34.01 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.
- 34.02 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.
- 34.03 The notice mentioned in clause 34.02 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.
- 34.04 Once the Authority has given the PSAC the notice described in 34.02, 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.

34.05 During the notice period described in clause 34.02, 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.

34.06 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.

34.07 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 35**  
◆  
**SEVERANCE PAY**

35.01 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.

35.02. Under the following circumstances and subject to clause 35.03 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 35.02 (d) and with ten (10) or more years of continuous employment subsequent to February 1, 2000, one-half ( $\frac{1}{2}$ ) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

**c) 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 ( $13\frac{1}{2}$ ) 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 Just 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 just 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 just 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.

35.03 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 35.02 above be pyramided.

35.04 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 36**



**BREAK IN SERVICE AND EMPLOYMENT**

36.01 Service and employment will be terminated when an employee:

a) resigns or retires; or

b) is permanently laid off following negotiations with the PSAC and with the consent of the employee; or

- c) is discharged for just and sufficient cause; or
- 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 37**



## **SENIORITY**

- 37.01
- 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 unit.
  - c) Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
  - d) For clarity, a Seasonal employee's seniority will be calculated in accordance with Article 15.03 c).

- 37.02 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 26- 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.

- 37.03 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.
- 37.04
- 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 believes that they are improperly placed on a seniority list shall inform the Authority and provide the rationale together with all relevant information. Upon receipt and review, the Authority shall advise the employee of its decision in writing. If the employee disagrees with the Authority's decision, the employee shall be entitled to grieve this decision in accordance with Article 11 – Grievance and Arbitration Procedures.

37.05 a) Employees temporarily appointed or on an acting assignment outside the bargaining unit 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

37.06 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.

37.07 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 38**



### **HEALTH AND SAFETY**

38.01 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.

38.02 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.

38.03 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.

38.04 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.

- 38.05 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.
- 38.06 The Authority and the PSAC share the common intention and desire to ensure 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.
- 38.07 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.
- 38.08 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.

- 38.09 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.
- 38.10 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 39**



### **SICK LEAVE WITH PAY**

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

#### 39.02 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 (11/12) 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 ¼) 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 MRT); 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, MRT and Duty Managers).

### Granting of Sick Leave

- 39.03 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.

39.04 When an employee has insufficient credits to cover the granting of sick leave with pay under clause 39.03, sick leave with pay may be advanced to an employee. The Authority shall not unreasonably deny the advance of sick leave credits.

- 39.05
- 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 39.03 if the period of leave requested does not exceed five (5) days (or three (3) shifts in the case of Firefighters, Duty Managers and MRT) 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, Duty Managers and MRT). 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.

### 39.06 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.

### 39.07 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 40



### PENSIONS

40.01 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).

40.02 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 dependents 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.

40.03 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 dependents in case of death;
- d) employees contribute a minimum of five percent (5%) of salary; the Employer contributes five percent (5%) of salary. Effective February 1, 2012 each employee has the option to commence contributing a minimum of seven percent (7%) of salary and if they elect that option the Employer will commence matching that employee's contribution of seven percent (7%) of salary. Employees who exercise the option to increase their contribution to 7% shall do so in writing, must continue at this contribution level and may not subsequently opt to revert to any lower contribution level. Employees may further opt to make voluntary contributions over the 7% contribution rate amount to the plan; however, these voluntary contributions above 7% will not be matched by the Employer. Employees may revoke their decision to voluntarily contribute above 7% at any time by giving notice to the Employer in writing, in which case their contribution rate will decrease to 7%. An employee who does not opt for the above - noted 7% contribution option prior to February 1, 2012 may elect to choose this option at any later time by notifying the employer in writing.

40.04 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 41**



### **HEALTH AND BENEFIT PLANS**

#### 41.01 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.

41.02 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 will remain in effect until March 31, 2009
- c) Effective April 1, 2009, Dental Coverage in accordance with the current calendar year fee guide
- d) Vision Coverage

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

- a) Long-Term Disability

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

41.05 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.

41.06 The Authority reserves the right to amend the existing group benefits program as currently provided in Sun Life contract number 56258/25308, provided that the amended or new plan will provide benefits that are at least comparable to those provided in Sun Life contract number 56258/25308. Further information regarding the benefit and insurance plans is provided in the Halifax International Airport Authority All Employees Group Benefits Handbook.

41.07 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 42**



### **REGISTRATION FEES**

42.01 The Authority shall reimburse an employee for their payment of membership, drivers' license (excluding class 5 or equivalent) 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 43**  
◆  
**BILINGUAL POSITIONS**

- 43.01 The Authority will determine if a requirement for a bilingual position exists.
- 43.02 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.
- 43.03 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 44**  
◆  
**PARKING**

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

**ARTICLE 45**  
◆  
**TRAVEL**

- 45.01 Employee(s) traveling for the purpose of conducting business on behalf of the Authority will be reimbursed actual and reasonable expenses incurred.
- 45.02 Following consultation with the employee(s), the Authority reserves the right to determine the timing and means of travel.
- 45.03 Time spent in transit shall be treated as time worked and paid in accordance with Articles 17, 18 and 23. Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the Authority.
- 45.04 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.

45.05 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 46**



### **UNIFORMS, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND TOOLS**

- 46.01 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.
- 46.02 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.
- 46.03 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

**Firefighters**

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 Platoon Chiefs) - 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 Firefighter Uniform Committee) - initial issue of one (1). Replacement as required.

Safety Footwear – allowance of one hundred and seventy - five dollars (\$175.00) + HST per year or three hundred fifty dollars (\$350.00) + HST every two years (replacement as required with management approval when destroyed at the workplace).

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.

Rain Gear - 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 one hundred and seventy – five dollars (\$175.00) + HST per year or three hundred fifty dollars (\$350.00) + HST every two years (replacement as required with management approval when destroyed at the workplace).

### **All trades, full-time Airside Maintenance Technicians (including Supervisors) and Environment Program 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. (Airside Maintenance Technicians and Heavy Equipment Mechanics - initial issue of two (2). Replacement as required.)

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

Waterproof Insulated Coveralls (all except Airside Maintenance Technicians) - 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 one hundred and seventy-five dollars (\$175.00) + HST per year or three hundred fifty dollars (\$350.00) + HST every two years (replacement as required with management approval when destroyed at the workplace).

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**

Work Shirts - initial issue of **four (4)** long sleeve or short sleeve or any combination of the two. Replacement yearly.

Work Pants - initial issue of **four (4)**. Replacement yearly.

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 one hundred and seventy-five dollars (\$175.00) + HST per year or three hundred fifty dollars (\$350.00) + HST every two years (replacement as required with management approval when destroyed at the workplace).

Sunglasses (100% UV Protection) - initial issue of one (1) to be returned at the end of each season. Replacement as required.

- 46.04 Supply and installation of identification crests shall be the responsibility of the Authority.
- 46.05 The PSAC and the Authority agree to consult in accordance with Article 7 - Union Management Consultation, on the subject of a Firefighter Dress Uniform and clothing issue for Administrative Staff.
- 46.06 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.
- 46.07 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 47**



**STANDARD OPERATING PROCEDURES**

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

**ARTICLE 48**



**LONG SERVICE PAY**

- 48.01 This Article applies to Firefighters only.
- 48.02 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)

<b>Period of Continuous Employment</b>	<b>Annual \$</b>
5 to 9 years	510
10 to 14 years	675
15 to 19 years	870
20 to 24 years	1,065
25 to 29 years	1,260
30 years or more	1,455

- 48.03 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 48.02 for each month for which they receive at least eighty-four (84) hours pay.
- 48.04 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 48.02, 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 49**



### **AGREEMENT RE-OPENER**

- 49.01 This Agreement may be amended by mutual consent.

## **ARTICLE 50**



### **FIREFIGHTER PHYSICAL FITNESS**

- 50.01 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.
- 50.02 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
- 50.03 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.
- 50.04 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.

- 50.05 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.
- 50.06 Failure to achieve an acceptable performance on the annual physical fitness test shall result in mandatory participation, as per clauses 50.03 and 50.05.

## ARTICLE 51



### APPRENTICESHIP PROGRAM

- 51.01 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 journeyman'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.
- 51.02 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 52



### DURATION

- 52.01 This Collective Agreement will be for a four (4) year term commencing **February 1, 2019 and ending January 31, 2023**. 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".



**Collective Agreement**

Ratified **December 19, 2018**; Effective on **February 1, 2019**; and signed at Halifax, this 15<sup>th</sup> day of May 2019

The Halifax International Airport Authority

The Public Service Alliance of Canada



Mike Christie  
Vice President, Human Resources



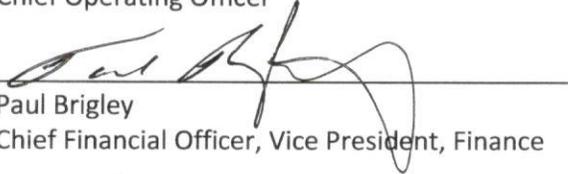
Steve Bezanson  
Negotiation Team Member



Paul Baxter  
Senior Vice President Operations &  
Chief Operating Officer



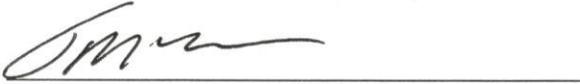
Derek Forrest  
Negotiation Team Member



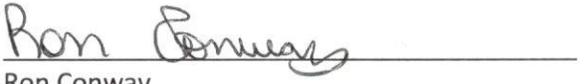
Paul Brigley  
Chief Financial Officer, Vice President, Finance



Anita Chisholm  
Negotiation Team Member



Jeff MacMillan  
Director, Operations



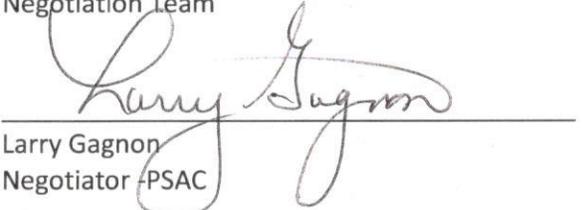
Ron Conway  
Negotiation Team



Nicole Burchell-Izenor  
Senior Manager, Human Resources



Drake Clarke  
Negotiation Team



Larry Gagnon  
Negotiator - PSAC



Chris Bussey  
Regional Vice President - Atlantic, PSAC



Colleen Coffey  
Regional Executive Vice President - Atlantic, PSAC

**APPENDIX "A"  
RATES OF PAY**

<b>Band 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	23.93	24.93	25.98
Feb 01 2019	24.41	25.43	26.50
Feb 01 2020	24.90	25.94	27.03
Feb 01 2021	25.42	26.48	27.60
Feb 01 2022	26.00	27.09	28.23

<b>Hours Per Week</b>	<b>Band 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	46,664	48,614	50,661
	Feb 01 2019	47,600	49,589	51,675
	Feb 01 2020	48,555	50,583	52,709
	Feb 01 2021	49,569	51,636	53,820
	Feb 01 2022	50,700	52,826	55,049

<b>Hours Per Week</b>	<b>Band 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	49,774	51,854	54,038
	Feb 01 2019	50,773	52,894	55,120
	Feb 01 2020	51,792	53,955	56,222
	Feb 01 2021	52,874	55,078	57,408
	Feb 01 2022	54,080	56,347	58,718

<b>Band 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	25.19	26.24	27.34
Feb 01 2019	25.69	26.76	27.89
Feb 01 2020	26.21	27.30	28.45
Feb 01 2021	26.76	27.87	29.05
Feb 01 2022	27.38	28.51	29.72

<b>Hours Per Week</b>	<b>Band 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	49,121	51,168	53,313
	Feb 01 2019	50,096	52,182	54,386
	Feb 01 2020	51,110	53,235	55,478
	Feb 01 2021	52,182	54,347	56,648
	Feb 01 2022	53,391	55,595	57,954

<b>Hours Per Week</b>	<b>Band 2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	52,395	54,579	56,867
	Feb 01 2019	53,435	55,661	58,011
	Feb 01 2020	54,517	56,784	59,176
	Feb 01 2021	55,661	57,970	60,424
	Feb 01 2022	56,950	59,301	61,818

Band 3	Step 1	Step 2	Step 3
Feb 01 2018	26.51	27.63	28.78
Feb 01 2019	27.04	28.18	29.36
Feb 01 2020	27.58	28.74	29.95
Feb 01 2021	28.16	29.34	30.58
Feb 01 2022	28.81	30.02	31.28

Hours Per Week	Band 3	Step 1	Step 2	Step 3
37.5	Feb 01 2018	51,695	53,879	56,121
	Feb 01 2019	52,728	54,951	57,252
	Feb 01 2020	53,781	56,043	58,403
	Feb 01 2021	54,912	57,213	59,631
	Feb 01 2022	56,180	58,539	60,996

Hours Per Week	Band 3	Step 1	Step 2	Step 3
40	Feb 01 2018	55,141	57,470	59,862
	Feb 01 2019	56,243	58,614	61,069
	Feb 01 2020	57,366	59,779	62,296
	Feb 01 2021	58,573	61,027	63,606
	Feb 01 2022	59,925	62,442	65,062

Band 4	Step 1	Step 2	Step 3
Feb 01 2018	27.91	29.08	30.29
Feb 01 2019	28.47	29.66	30.90
Feb 01 2020	29.04	30.25	31.52
Feb 01 2021	29.65	30.89	32.18
Feb 01 2022	30.33	31.60	32.92

Hours Per Week	Band 4	Step 1	Step 2	Step 3
37.5	Feb 01 2018	54,425	56,706	59,066
	Feb 01 2019	55,517	57,837	60,255
	Feb 01 2020	56,628	58,988	61,464
	Feb 01 2021	57,818	60,236	62,751
	Feb 01 2022	59,144	61,620	64,194

Hours Per Week	Band 4	Step 1	Step 2	Step 3
40	Feb 01 2018	58,053	60,486	63,003
	Feb 01 2019	59,218	61,693	64,272
	Feb 01 2020	60,403	62,920	65,562
	Feb 01 2021	61,672	64,251	66,934
	Feb 01 2022	63,086	65,728	68,474

Band 5	Step 1	Step 2	Step 3
Feb 01 2018	29.38	30.61	31.89
Feb 01 2019	29.97	31.22	32.53
Feb 01 2020	30.57	31.84	33.18
Feb 01 2021	31.21	32.51	33.88
Feb 01 2022	31.93	33.26	34.66

Hours Per Week	Band 5	Step 1	Step 2	Step 3
37.5	Feb 01 2018	57,291	59,690	62,186
	Feb 01 2019	58,442	60,879	63,434
	Feb 01 2020	59,612	62,088	64,701
	Feb 01 2021	60,860	63,395	66,066
	Feb 01 2022	62,264	64,857	67,587

Hours Per Week	Band 5	Step 1	Step 2	Step 3
40	Feb 01 2018	61,110	63,669	66,331
	Feb 01 2019	62,338	64,938	67,662
	Feb 01 2020	63,586	66,227	69,014
	Feb 01 2021	64,917	67,621	70,470
	Feb 01 2022	66,414	69,181	72,093

Band 6	Step 1	Step 2	Step 3
Feb 01 2018	30.93	32.22	33.56
Feb 01 2019	31.55	32.86	34.23
Feb 01 2020	32.18	33.52	34.92
Feb 01 2021	32.86	34.22	35.65
Feb 01 2022	33.62	35.01	36.47

Hours Per Week	Band 6	Step 1	Step 2	Step 3
37.5	Feb 01 2018	60,314	62,829	65,442
	Feb 01 2019	61,523	64,077	66,749
	Feb 01 2020	62,751	65,364	68,094
	Feb 01 2021	64,077	66,729	69,518
	Feb 01 2022	65,559	68,270	71,117

Hours Per Week	Band 6	Step 1	Step 2	Step 3
40	Feb 01 2018	64,334	67,018	69,805
	Feb 01 2019	65,624	68,349	71,198
	Feb 01 2020	66,934	69,722	72,634
	Feb 01 2021	68,349	71,178	74,152
	Feb 01 2022	69,930	72,821	75,858

<b>Band 7</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	32.55	33.91	35.33
Feb 01 2019	33.20	34.59	36.03
Feb 01 2020	33.86	35.28	36.75
Feb 01 2021	34.57	36.02	37.52
Feb 01 2022	35.37	36.85	38.38

<b>Hours Per Week</b>	<b>Band 7</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	63,473	66,125	68,894
	Feb 01 2019	64,740	67,451	70,259
	Feb 01 2020	66,027	68,796	71,663
	Feb 01 2021	67,412	70,239	73,164
	Feb 01 2022	68,972	71,858	74,841

<b>Hours Per Week</b>	<b>Band 7</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	67,704	70,533	73,486
	Feb 01 2019	69,056	71,947	74,942
	Feb 01 2020	70,429	73,382	76,440
	Feb 01 2021	71,906	74,922	78,042
	Feb 01 2022	73,570	76,648	79,830

<b>Band 8</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	34.27	35.70	37.18
Feb 01 2019	34.96	36.41	37.93
Feb 01 2020	35.66	37.14	38.69
Feb 01 2021	36.41	37.92	39.50
Feb 01 2022	37.25	38.79	40.41

<b>Hours Per Week</b>	<b>Band 8</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	66,827	69,615	72,501
	Feb 01 2019	68,172	71,000	73,964
	Feb 01 2020	69,537	72,423	75,446
	Feb 01 2021	71,000	73,944	77,025
	Feb 01 2022	72,638	75,641	78,800

<b>Hours Per Week</b>	<b>Band 8</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	71,282	74,256	77,334
	Feb 01 2019	72,717	75,733	78,894
	Feb 01 2020	74,173	77,251	80,475
	Feb 01 2021	75,733	78,874	82,160
	Feb 01 2022	77,480	80,683	84,053

<b>Band 9</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	36.67	38.20	39.78
Feb 01 2019	37.40	38.96	40.58
Feb 01 2020	38.15	39.74	41.39
Feb 01 2021	38.95	40.58	42.26
Feb 01 2022	39.85	41.51	43.23

<b>Hours Per Week</b>	<b>Band 9</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	71,507	74,490	77,571
	Feb 01 2019	72,930	75,972	79,131
	Feb 01 2020	74,393	77,493	80,711
	Feb 01 2021	75,953	79,131	82,407
	Feb 01 2022	77,708	80,945	84,299

<b>Hours Per Week</b>	<b>Band 9</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	76,274	79,456	82,742
	Feb 01 2019	77,792	81,037	84,406
	Feb 01 2020	79,352	82,659	86,091
	Feb 01 2021	81,016	84,406	87,901
	Feb 01 2022	82,888	86,341	89,918

<b>Hours Per Week</b>	<b>Band 9</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>42</b>	Feb 01 2018	80,087	83,429	86,880
	Feb 01 2019	81,682	85,089	88,627
	Feb 01 2020	83,320	86,792	90,396
	Feb 01 2021	85,067	88,627	92,296
	Feb 01 2022	87,032	90,658	94,414

<b>Band 10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	39.24	40.87	42.57
Feb 01 2019	40.03	41.69	43.42
Feb 01 2020	40.83	42.52	44.29
Feb 01 2021	41.69	43.42	45.22
Feb 01 2022	42.65	44.42	46.26

<b>Hours Per Week</b>	<b>Band 10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	76,518	79,697	83,012
	Feb 01 2019	78,059	81,296	84,669
	Feb 01 2020	79,619	82,914	86,366
	Feb 01 2021	81,296	84,669	88,179
	Feb 01 2022	83,168	86,619	90,207

		<b>Band 10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018		81,619	85,010	88,546
	Feb 01 2019		83,262	86,715	90,314
	Feb 01 2020		84,926	88,442	92,123
	Feb 01 2021		86,715	90,314	94,058
	Feb 01 2022		88,712	92,394	96,221

		<b>Band 10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>42</b>	Feb 01 2018		85,700	89,260	92,973
	Feb 01 2019		87,426	91,051	94,829
	Feb 01 2020		89,173	92,864	96,729
	Feb 01 2021		91,051	94,829	98,760
	Feb 01 2022		93,148	97,013	101,032

<b>Band 11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	41.98	43.74	45.55
Feb 01 2019	42.82	44.61	46.46
Feb 01 2020	43.68	45.50	47.39
Feb 01 2021	44.60	46.46	48.39
Feb 01 2022	45.63	47.53	49.50

<b>Hours Per Week</b>	<b>Band 11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	81,861	85,293	88,823
	Feb 01 2019	83,499	86,990	90,597
	Feb 01 2020	85,176	88,725	92,411
	Feb 01 2021	86,970	90,597	94,361
	Feb 01 2022	88,979	92,684	96,525

		<b>Band 11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018		87,318	90,979	94,744
	Feb 01 2019		89,066	92,789	96,637
	Feb 01 2020		90,854	94,640	98,571
	Feb 01 2021		92,768	96,637	100,651
	Feb 01 2022		94,910	98,862	102,960

		<b>Band 11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>42</b>	Feb 01 2018		91,684	95,528	99,481
	Feb 01 2019		93,519	97,428	101,469
	Feb 01 2020		95,397	99,372	103,500
	Feb 01 2021		97,406	101,469	105,684
	Feb 01 2022		99,656	103,806	108,108

<b>Band 12</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	44.92	46.80	48.75
Feb 01 2019	45.82	47.74	49.72
Feb 01 2020	46.74	48.69	50.72
Feb 01 2021	47.72	49.71	51.78
Feb 01 2022	48.82	50.85	52.97

<b>Hrs Per Wk</b>	<b>Band 12</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	87,594	91,260	95,063
	Feb 01 2019	89,349	93,093	96,954
	Feb 01 2020	91,143	94,946	98,904
	Feb 01 2021	93,054	96,935	100,971
	Feb 01 2022	95,199	99,158	103,292

<b>Band 13</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Feb 01 2018	48.07	50.07	52.16
Feb 01 2019	49.03	51.07	53.20
Feb 01 2020	50.01	52.09	54.26
Feb 01 2021	51.06	53.18	55.41
Feb 01 2022	52.24	54.40	56.68

<b>Hrs Per Wk</b>	<b>Band 12</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	93,434	97,344	101,400
	Feb 01 2019	95,306	99,299	103,418
	Feb 01 2020	97,219	101,275	105,498
	Feb 01 2021	99,258	103,397	107,702
	Feb 01 2022	101,546	105,768	110,178

<b>Hours Per Week</b>	<b>Band 13</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>37.5</b>	Feb 01 2018	93,737	97,637	101,712
	Feb 01 2019	95,609	99,587	103,740
	Feb 01 2020	97,520	101,576	105,815
	Feb 01 2021	99,567	103,701	108,050
	Feb 01 2022	101,868	106,080	110,526

<b>Hrs Per Wk</b>	<b>Band 13</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>40</b>	Feb 01 2018	99,986	104,146	108,493
	Feb 01 2019	101,982	106,226	110,656
	Feb 01 2020	104,021	108,347	112,869
	Feb 01 2021	106,205	110,614	115,253
	Feb 01 2022	108,659	113,152	117,894

<b>Hrs Per Wk</b>	<b>Band 13</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b>42</b>	Feb 01 2018	104,985	109,353	113,917
	Feb 01 2019	107,082	111,537	116,189
	Feb 01 2020	109,222	113,765	118,513
	Feb 01 2021	111,515	116,145	121,015
	Feb 01 2022	114,092	118,810	123,789

## Point Distribution

Band	Point Range
1	0-300
2	301-375
3	376-450
4	451-525
5	526-600
6	601-675
7	676-750
8	751-825
9	826-900
10	900-975
11	976-1050
12	1051-1125
13	1126-1200

## **APPENDIX "B"**

### **PAY NOTES**

#### A) General:

1. Employees will receive an annual incremental step increase after each twelve (12) months of continuous service until they reach the maximum within their band.
2. Firefighter Recruits will be paid 85% of the current Firefighter Step 1 rate of pay until they become fully certified Halifax Stanfield International Airport Firefighters, at which time they will be paid at the current Firefighter Step 1 rate of pay.
3. Salary protection status: Employees whose maximum salary under the new classification system would be lower than their maximum salary under the old classification system will continue to receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified. These rates of pay are enclosed as Appendix "C".

**APPENDIX "C"**  
**SALARY PROTECTION CLASSIFICATIONS**

		<b>Level</b>	<b>Level</b>
	<b>CS-01</b>	<b>1</b>	<b>14</b>
	2/1/2018	50,829	84,337
2.00%	2/1/2019	51,846	86,024
2.00%	2/1/2020	52,882	87,744
2.10%	2/1/2021	53,993	89,587
2.30%	2/1/2022	55,235	91,647
	<b>CS-02</b>	<b>1</b>	<b>7</b>
	2/1/2018	83361	99959
2.00%	2/1/2019	85028	101958
2.00%	2/1/2020	86729	103997
2.10%	2/1/2021	88550	106181
2.30%	2/1/2022	90587	108623
	<b>EG-05</b>	<b>1</b>	<b>6</b>
	2/1/2018	78889	95985
2.00%	2/1/2019	80467	97905
2.00%	2/1/2020	82076	99863
2.10%	2/1/2021	83800	101960
2.30%	2/1/2022	85727	104305
	<b>EN-ENG-04</b>	<b>1</b>	<b>6</b>
	2/1/2018	97112	116515
2.00%	2/1/2019	99054	118845
2.00%	2/1/2020	101035	121222
2.10%	2/1/2021	103157	123768
2.30%	2/1/2022	105530	126615
	<b>FI-01</b>	<b>1</b>	<b>9</b>
	2/1/2018	65586	90200
2.00%	2/1/2019	66898	92004
2.00%	2/1/2020	68236	93844
2.10%	2/1/2021	69669	95815
2.30%	2/1/2022	71271	98019
	<b>FI-02</b>	<b>1</b>	<b>8</b>
	2/1/2018	79836	106179
2.00%	2/1/2019	81433	108303
2.00%	2/1/2020	83061	110469
2.10%	2/1/2021	84806	112788
2.30%	2/1/2022	86756	115383

**APPENDIX "D"**  
**SENIORITY – SEASONAL EMPLOYEES**

	Seasonal Employees:	
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\*As At January 1, 2019

## APPENDIX "E" - CANADA INDUSTRIAL RELATIONS BOARD CERTIFICATE

Order No.: 10392-U

"all employees of the Halifax International Airport Authority  
excluding:

- President & CEO
- Executive Assistant to the President & CEO
- Vice-Presidents
- Executive Assistants to Vice-Presidents
- General Counsel
- Director, Operations
- Director, Infrastructure
- Director, Finance
- Director, Business Solutions & Information Technology
- Director, Corporate Marketing & Business Development
- Senior Manager, Airport Facilities & Airside Services
- Manager, Airside Services
- Manager, Airport Facilities
- Manager, Emergency Response & Planning
- Manager, Security
- Manager, Operational Response
- Manager, Contracting and Procurement
- Manager, Information Technology
- Manager, Human Resources
- Manager, Safety & the Environment
- Payroll and Benefits Administrator
- Corporate Paralegal
- Human Resources Generalist
- Manager, Air Service Passenger Sales
- Manager, Air Service Cargo Sales
- Manager, Security Operations
- Manager, Business Planning & Budgeting
- casual employees."

Board.

ISSUED at Ottawa, this 18th day of April, 2013, by the Canada Industrial Relations

  
Elizabeth MacPherson  
Chairperson

Reference: File No. 29888-C



**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**

### **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 utilizes";
  - (b) name of the product to be used;
  - (c) PCP registration number;
  - (d) reason for application;
  - (e) date(s) of application;
  - (f) telephone number to contact for information;
  - (g) time for safe re-entry into the treatment area.
- 2.3 Outdoor signs shall contain a warning pictogram that alerts the public not to touch or walk on treated plants or areas; these signs must be made of weather-resistant material, approximately 50 cm high by 40 cm wide.
- 2.4 Both indoor and outdoor signs shall remain posted for at least 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 personnel* means, in respect of a specified duty, a person who, because of knowledge, training and experience, is qualified to perform that duty safely and properly.

#### SPECIFIC REQUIREMENTS

##### 1. General Responsibilities

The 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 Fueling 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 fueling of motor vehicles:
  - (1) motor vehicles are not to be fueled 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 fueling operations or areas;
  - (4) during fueling, the engine of the motor vehicle must be stopped, the ignition and lights turned off, the parking or emergency brake applied, and the nozzle of the fuel hose kept in contact with the fuel intake pipe to prevent electric arcing;
  - (5) when reserve supplies of fuel are to be carried on motor vehicles, they shall be carried in approved containers adequately secured and protected.
- 11.2 Fire safety operations for industrial trucks shall conform to FC Standard No. 304, Industrial Trucks, published by the Fire Commissioner of Canada.

## 12. **Exposure to Exhaust Products**

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

## 13. **Motor Vehicle Safety Belts**

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

#### 14. **Highway Warning Devices**

- 14.1 Motor vehicles, operated on roads or in areas at speeds of more than 30 km per hour below the posted speed for the road or area, shall be equipped with a warning device as prescribed by the statutes of the province 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 Person” 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 # 3**  
**Re: Prescription Drug Card**

It is agreed:

Effective April 1, 2009, the Authority will provide employees with a prescription drug card in conjunction with the implementation of a generic drug plan.

## **LETTER OF UNDERSTANDING # 4**

### **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 # 5

### 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 1<sup>st</sup> to August 31<sup>st</sup> 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 # 6**

### **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.

## **LETTER OF UNDERSTANDING # 7**

### **Joint Job Evaluation Plan**

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

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

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

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

## LETTER OF UNDERSTANDING # 8

### Classification Conversion Grievance Procedure

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

This procedure shall apply to all job evaluations arising out of the implementation of The Plan effective February 1, 2008. Job evaluation grievances arising out of the application of The Plan shall be processed in accordance with the grievance procedure contained in this Letter of Understanding.

- 1.01 All job evaluation grievances shall be filed by the employee(s) and signed by the Union on or before February 6, 2009, unless otherwise agreed. Where there is more than one grievance for a position the Union will process one consolidated grievance.
- 1.02 After the filing of the grievance the Union shall submit a detailed statement of the reasons why the evaluation is being challenged according to the following timelines:
  - (a) between 1 and 10 classification grievances, within sixty (60) days;
  - (b) between 11 and 20 classification grievances, within one hundred and twenty (120) days;
  - (c) more than 20 classification grievances, within one hundred fifty (150) days.
- 1.03 Within thirty (30) days of the submission in 1.02 the parties will meet, and the Union will present the grievances.
- 1.04 Within thirty (30) days of the meeting in 1.03 the employer will respond in writing, including a detailed statement of the reasons why the grievance is being denied.
- 1.05 An Arbitrator shall be selected by the parties to hear and determine all classification grievances under this Letter of Understanding. Where the parties are unable to reach agreement, they shall forthwith request the Minister of Labour to appoint an Arbitrator in accordance with applicable provisions of the Canada Labour Code.
- 1.06 The mandate of the Arbitrator shall be to determine the position evaluation in accordance with The Plan. The Arbitrator will be limited to addressing the issue(s) in dispute and allowing or denying the grievance.
- 1.07 The decision of the Arbitrator shall be final and binding and will be implemented in accordance with the collective agreement.

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

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

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA HVAC & Plumbers, Controls Technician Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed between the parties, it is agreed that the HVAC & Plumbers hours of work on fixed shift schedule rotation will be as follows:

As per attached schedule, fourteen (14) - twelve (12) hour shifts, between the hours of 7:30am and 7:30pm, averaging forty (40) hours per week over a twenty-eight (28) day shift cycle. The schedule provides for a ½ hour unpaid lunch break per shift. The averaging of hours over this schedule requires the payment of one (1) hour of overtime pay per twenty-eight (28) day shift cycle.

The shift schedule rotation follows the pattern noted below unless otherwise agreed between the parties:

*6 shifts on, off 4 shifts, 4 shifts on, off 6 shifts, 4 shifts on, off 4 shifts*

It is also agreed that the Controls Technician hours of work on a fixed shift schedule will be as follows unless otherwise agreed between the parties:

As per attached schedule, four (4) – ten (10) hour shifts, between the hours of 7:00 am – 5:30 pm, Monday to Thursday. This schedule does not require the payment of the overtime noted above.

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name: *J. Baldwin*

Name: *[Signature]*

Name: *Ray Copman*

Name: *Daisy [Signature]*

Date: March 15, 2016

For HIAA:

Name: *[Signature]*

Name: *[Signature]*

Name: *[Signature]*

Name: *[Signature]*

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA Maintenance Response Team (MRT) Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed between the parties, it is agreed that the MRT hours of work on fixed shift schedule rotation will be as follows as per attached schedule:

Fourteen (14) - twelve (12) hour shifts, twenty-four (24) hours per day, averaging 40.25 hours per week. One hour of overtime is paid at time and one half (1.5) every 28 days. The Relief position is scheduled to work four (4) ten (10) hour shifts Monday - Thursday when not covering leave, averaging forty (40) hours per week over a twenty-eight (28) day shift cycle.

The schedule provides for a ½ hour unpaid lunch break per shift

The shift schedule rotation follows the pattern noted below:

*4 day shifts, off 6 shifts, 4 night shifts, off 4 shifts, 3 day shifts, 3 night shifts, off 4 shifts*

All leave will continue to be taken and accrued as per the Collective Agreement.

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

**For the Union:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: amended September 12, 2017

**For HIAA:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA Information Technology Technicians (IT Techs) Hours of Work & Shift  
Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed between the parties, it is agreed that the IT Techs hours of work on fixed shift schedule rotation will be as follows:

Fifteen (15) - ten (10) hour shifts, between the hours of 4:00am 9:00pm. The shift schedule rotation for the IT Techs follows the pattern noted below as per the attached schedule:

*3 day shifts, 3 night shifts, off 3 shifts, 5 day shifts, off 6 shifts, 4 night shifts, off 4 shifts*

Notwithstanding the Team Lead and Supervisor positions which are scheduled to work eight (8) hours Monday - Friday when not covering leave, with a one half (1/2) hour unpaid lunch break averaging thirty-seven and a half (37.5) hours per week over a twenty-eight (28) day shift cycle and the Relief Seasonal IT Tech position which will be scheduled to work five (5) – eight (8) hour days per week and will be broken down into the following to meet seasonal airline demand:

- Sun flight season running from the 1st week in January through to the end of April and based on the 2016 charter schedules the days coverage is needed from Tuesday to Saturday starting at 02:30am – 10:30am Regular flight season running from the 1st week in May through to the end of December need coverage from Monday to Friday starting at 08:30am – 04:30pm.



The Relief Seasonal IT Tech position supports the charter airlines early start during the sun flight season and focus on project work during the regular flight season. Also as it is a relief the schedule and duties may vary to cover vacations and other leave.

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name: Baldwin  
Name: [Signature]  
Name: Don Conroy  
Name: Larry [Signature]

For HIAA:

Name: [Signature]  
Name: [Signature]  
Name: [Signature]  
Name: [Signature]

Date: March 15, 2016

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA Air Terminal Building (ATB) Supervisors Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed between the parties, it is agreed that the ATB Supervisors hours of work on fixed shift schedule rotation will be as follows:

Fourteen (14) - twelve (12) hour shifts, between the hours of 7:30am and 7:30pm averaging forty (40) hours per week over a twenty-eight (28) day shift cycle. As per the attached schedule. The schedule provides for a one half (1/2) hour unpaid lunch break.

The shift schedule rotation follows the pattern noted below:

*4 days, 5 off, 6 days, 4 off, 4 days, 5 off*

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name: J. Baldwin

Name: [Signature]

Name: Ron Conway

Name: Randy Lynn

[Signature]

Date: March 15, 2016

For HIAA:

Name: [Signature]

Name: [Signature]

Name: [Signature]

Name: [Signature]

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA Airport Service Centre (ASC) Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed by the parties, it is agreed that the ASC hours of work on fixed shift schedule rotation will be as follows:

Fifteen (15) - ten (10) hour shifts, between the hours of 5:00am and 12:30am averaging thirty-seven and a half (37.5) hours per week over a twenty-eight (28) day shift cycle. The schedule provides for a one half (1/2) hour paid meal break.

The shift schedule rotation follows the pattern noted below as per the attached schedule:

*2 day shifts, 3 night shifts, off 4 shifts, 3 day shifts, 2 night shifts, off 4 shifts, 3 day shifts, 2 night shifts, off 5 shifts*

If the Authority determines that a relief position is necessary, they will be scheduled to work ten (10) hours per day Monday - Thursday when not covering leave.

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name: *J Baldwin*

Name: *[Signature]*

Name: *Ron Conway*

Name: *Larry Lynn*

Date: March 15, 2016

*W J Fgn*

For HIAA:

Name: *[Signature]*

Name: *[Signature]*

Name: *[Signature]*

Name: *[Signature]*

**Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority**

**RE: HIAA Service Asset Management (SAM) Planner Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed by the parties, it is agreed that the SAM Planner hours of work on fixed shift schedule rotation will be as follows as per attached schedule:

Four (4) - ten (10) hour shifts, Monday to Thursday, averaging forty (40) hours per week over a twenty-eight (28) day shift cycle.

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name:

Name:

Name:

Name:

Date: March 15, 2016

For HIAA:

Name:

Name:

Name:

Name:

**Memorandum of Agreement**

**Between**

**PSAC/UCTE Local 80829**

**And**

**The Halifax International Airport Authority**

**RE: HIAA Bird & Wildlife Helpers Hours of Work & Shift Schedule**

Since the Parties were unable to finalize the following hours of work agreements during the last collective bargaining sessions, the Parties agreed to continue discussions following ratification and do hereby agree to the following terms that are consistent with the requirements of the Canada Labour Code. Unless otherwise agreed between the Parties, it is agreed that the Bird & Wildlife Helpers hours of work are as follows:

**April to November**, forty (40) hours per week, the hours of work would vary as follows to accommodate "sun up" and "sun down" coverage as much as possible:

May 8 (or thereabout) – 8:00 am – 8:00 pm

June 15 (or thereabout) – 9:00 am – 9:00 pm

July 15 (or thereabout) – 9:30 am – 9:30 pm

August 15 (or thereabout) – 9:00 am – 9:00 pm

September 15 (or thereabout) 8:00 am – 8:00 pm

October 15 (or thereabout) 7:00 am – 7:00 pm

The schedule is a 4 shifts on and 4 shifts off rotation on a fixed schedule including one half (1/2) hour unpaid lunch. The schedule also requires that one shift every fourteen (14) days be fifteen (15) minutes less (to be worked out with the supervisor) to ensure correct amount of hours worked in twenty-eight (28) days of the averaging agreement. All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

For HIAA:

Name: [Signature]

Date: June 9, 2017

Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority

RE: HIAA Grounds Maintenance Hours of Work & Shift Schedule

Since the Parties were unable to finalize the following hours of work agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

Unless otherwise agreed between the parties, it is agreed that the Grounds Maintenance hours of work on fixed shift schedule rotation will be as follows:

As per attached schedule, fourteen (14) - twelve (12) hour shifts, between the hours of 5:30am and 5:30pm, averaging forty (40) hours per week over a twenty-eight (28) day shift cycle. The schedule provides for a ½ hour unpaid lunch break per shift. The averaging of hours over this schedule requires the payment of one (1) hour of overtime pay per twenty-eight (28) day shift cycle.

The shift schedule rotation follows the pattern noted below:

*6 shifts on, 4 shifts off, 4 shifts on, 6 shifts off.*

All leave will continue to be taken and accrued as per the Collective Agreement.

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

For the Union:

Name: J. Baldwin

Name: [Signature]

Name: Roy [Signature]

Name: [Signature]

Date: March 15, 2016

For HIAA:

Name: [Signature]

Name: [Signature]

Name: [Signature]

Name: [Signature]

Tentative Memorandum of Agreement  
Between  
PSAC/UCTE Local 80829  
And  
The Halifax International Airport Authority

RE: HIAA Duty Manager Shift Schedule

Since the Parties were unable to finalize the following averaging agreements during the recent collective bargaining sessions, the Parties agreed to continue discussions as soon as possible following ratification and do hereby agree to the following terms:

It is agreed that the 42 hour fixed shift schedule rotation will be as follows:

This schedule which commenced March 31, 2012, entails fourteen (14) - twelve (12) hour shifts, with the exception of the relief position which is scheduled to work ten and a half (10.5) hours Monday - Thursday when not covering leave, averaging forty-two (42) hours per week over a twenty-eight (28) day shift cycle. Forty (40) hours will be paid at straight time and two (2) hours paid at overtime.

All leave will continue to be taken and accrued as per the Collective Agreement.

The 42 hour shift schedule which commenced on March 31, 2012 will continue for the life of this collective agreement. For annual leave requests, the ADMs agree to provide as much notice in advance as is reasonably possible in order that the leave period can be added to the schedule.

Prior to the commencement of the collective agreement, the parties agree to meet and evaluate experiences under this MOU.

This agreement may be extended or amended only by mutually agreement of both Parties.

For the Union:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: October 15, 2013

For HIAA:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## Memorandum of Agreement

Between

PSAC/UCTE 80829

And

The Halifax International Airport Authority

### RE: HIAA Firefighter Trial 24 Hour Shift Pattern

#### **It is agreed to trial a 24 hour shift pattern as follows:**

The following agreed temporary changes necessary for this trial will have no impact on the responsibilities of the Emergency Response Staff or the services they provide on behalf of the Authority.

The trial entails each Fire Crew working a ten hour and a fourteen hour shift (10+14 hours) back-to-back at straight time, with seventy-two hours before working another 10+14 shift.

All leave will continue to be taken and accrued as per the Collective Agreement. For easy reference the most common situations have been outlined below:

- Annual leave will be taken as one (1) annual leave day that covers either one (1) 10hr or one (1) 14hr portion of the 10+14 shift.
- To take off one (1) full 10+14 shift would require two (2) annual leave days.
- Shifts can be taken separately, meaning that either the 10hr or the 14hr portion can be taken as annual leave and the other will be worked.
- Sick leave will work the same as annual leave in that two (2) sick leave credits will be required to be off one (1) full 10+14 shift.
- Family related leave will be taken as one (1) family related leave day that covers either one (1) 10hr or one (1) 14hr portion of the 10+14 shift.
- Family related days can be taken separately, meaning that either the 10hr or the 14hr portion can be taken as family related leave and the other will be worked.
- Overtime will be covered as either a 10hr or a 14hr shift as is currently done.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized cursive 'e' or similar character. The second signature is a more complex cursive signature, possibly 'AB'.

During the transition to the proposed shift pattern trial, and then back to the regular shift pattern, it is agreed that there would be no extra cost to HIAA with regards to having to pay out overtime directly related to the transition from one shift pattern to the other.

The proposed shift pattern would commence after the annual re-training which commenced in May 2011 and has been extended by mutual agreement to the expiry of the current Collective Agreement, January 31, 2015.

This agreement may be extended if the parties are in agreement.

**For PSAC:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: *[Signature]*

Name: *[Signature]*

**For HIAA:**

Name: *[Signature]*

Name: *[Signature]*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: *December 21, 2012*

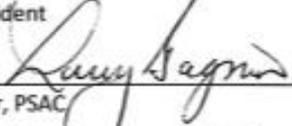
**Letter of Understanding  
Between UCTE 80829  
& Halifax International Airport Authority**

This is a formal understanding between the Firefighters, Fire Captains the Halifax International Airport Authority during the trial period or a new shift pattern. This new shift pattern commenced after the annual re training period in May 2011 and has been extended until the expiration of the current Collective Agreement, January 31, 2015 by mutual agreement.

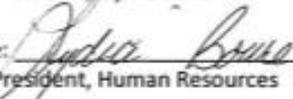
By signing this document, I hereby agree to the following:

- Upon approval of the Fire Captain and the Manager, Emergency Response or their designate, Firefighters will be permitted to work a shift exchange covering a full ten hour or a fourteen hour (10+14) back-to-back shift adjacent to their regularly scheduled 10+14 shift. For the purposes of the trial period, with permission of the Fire Captains and Manager, Emergency Response, Firefighters may work to a maximum of forty eight (48) consecutive hours without at least a ten (10) hour break in between. It is understood that whenever possible, working in excess of thirty six (36) hours consecutively will be avoided and will not be normal practice for the duration of the trial period.
- This policy of shift exchanges will be monitored by the Fire Captains and the Manager, Emergency Response or their designate and they will address any issues that arise. The Captains retain their authority to approve or deny shift exchanges.

Name:  Date: 2012-12-21  
Local President

Name:  Date: December 21, 2012  
Negotiator, PSAC

Name:  Date: Dec 21 2012  
Vice President, Operations

Name:  Date: December 21, 2012  
Vice President, Human Resources

Letter of Understanding  
Between UCTE 80829 &  
Halifax International Airport Authority

**Re: 10+14 Shift Pattern Trial & Shift Exchanges**

This is a formal understanding between the Firefighters, Fire Captains and the Halifax International Airport Authority during the trial period of a new shift pattern. This new shift pattern is scheduled to commence after the annual re training period which commenced on May 2011 and has been extended until June 29, 2012 by mutual agreement.

By signing this document, I hereby agree to the following:

- Upon approval of the Fire Captain and the Manager, Emergency Response or their designate, Firefighters will be permitted to work a shift exchange covering a full ten hour or a fourteen hour (10+14) back-to-back shift adjacent to their regularly scheduled 10-14 shift. For the purposes of the trial period, with permission of the Fire Captains and Manager, Emergency Response, Firefighters may work to a maximum of forty eight (48) consecutive hours without at least a ten hour break in between. It is understood that whenever possible, working in excess of thirty six (36) hours consecutively will be avoided and will not be normal practice for the duration of the trial period.
- This policy of shift exchanges will be monitored by the Fire Captains and the Manager, Emergency Response or their designate and they will address any issues that arise. The Captains retain their authority to approve or deny shift exchanges.

Name: [Signature]  
Local President

Date: 2011-10-06

Name: [Signature]  
Local 2<sup>nd</sup> Vice President

Date: Oct 12, 2011

Name: [Signature]  
Vice President, Operations

Date: Oct 6 2011

[Signature]

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between the Parties:**

**The Halifax International Airport Authority**  
(the "Employer")

—and—

**The Public Service Alliance of Canada, UCTE Local 80829**  
(The "Union")

WHEREAS: The Parties have ratified the terms of a new Collective Agreement effective February 1, 2019 – January 31, 2023;

AND WHEREAS: The Union wishes to consult with its membership on some matters after executing the Collective Agreement;

The Parties agree to the following:

- 1) The Union will consult with its membership on matters relating to health spending accounts, health and wellness initiatives and Long-Term Disability ("LTD") premiums and benefits;
- 2) In particular, the Union will consult with its membership on whether LTD benefits should be entirely employee paid, in which case HIAA will make \$2000 per permanent employee available for health spending accounts or other health and wellness related benefits;
- 3) The Employer will support the consultations by, among other things, providing expert advice;
- 4) At the conclusion of the consultations, the parties will negotiate language relating to the matters in #2 within the parameters agreed upon in negotiations and reflected in the Memorandum of Understanding dated April 5, 2019;
- 5) The new language agreed upon will be documented as an Memorandum of Understanding and will be deemed part the Collective Agreement;

- 6) Any changes will not be retroactive to the effective date of the Collective Agreement, but rather, will be effective on their implementation date;
- 7) As an interim measure, the Employer will create health spending accounts in the amount of \$500 for each permanent employee and \$250 for each seasonal employee (“interim HSAs”);
- 8) The value of the interim HSA will be pro-rated for the first calendar year depending on the implementation date;
- 9) Any unused HSA amounts in the first partial calendar year or in any year thereafter will be carried over to the following calendar year;
- 10) HSA credits will be forfeited twelve months after the initial carry over;
- 11) The Employer will initiate the creation of the interim HSAs upon the receipt of this fully executed MOU;
- 12) The parties acknowledge that the implementation dates for any changes in benefits, including the interim HSA, will allow for effective communication and proper administration of the changes;

\_\_\_\_\_  
Mike Christie, VP HR, HIAA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Gagnon, PSAC Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Bussey, VP Atlantic, UCTE  
Local 80829

\_\_\_\_\_  
Date