

Collective Agreement

between

Ottawa Airport Authority

and

Public Service Alliance of Canada
Local 70701

July 1, 2019 – June 30, 2022

11863 (07)

Collective Agreement

between

The Ottawa Macdonald-Cartier International Airport Authority
(hereinafter referred to as the "**Employer**")

and

The Public Service Alliance of Canada
representing the general bargaining unit
(hereinafter referred to as the "**Union**")

Expires June 30th, 2022

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Article 1 **Purpose**

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

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Article 2 **Definitions**

In this Agreement:

2.01 "employee" means a member of the bargaining unit described in Article 3.01;

"spouse" will, when required, be interpreted to include "common-law spouse"; a "common-law spouse" relationship exists when, for a continuous period of at least one year, an employee has lived with another person, publicly represented that person to be their spouse, and continues to live with the person as if that person were their spouse.

"Days" For the purpose of this Agreement and unless otherwise indicated in a specific Article of this Agreement, "Days" shall be deemed to mean such periods of time calculated on consecutive calendar days, exclusive of Saturdays, Sundays and Statutory Holidays.

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Article 3 **Employee Status**

3.01 Full-Time Employees

Full-time employee is an employee hired for an indeterminate period whose hours are those established in Article 41- Hours of Work.

3.02 Part-Time Employees

A part-time employee is an employee hired for an indeterminate period whose hours are less than those established in Article 41 - Hours of Work but greater than one-third (1/3) of the normal hours for their classification and not greater than thirty (30) hours per week. Part-time employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees. Notwithstanding Article 49, part-time employees shall be entitled to the benefits provided in this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified for full-time employees unless otherwise agreed with the Alliance.

3.03 Seasonal Employees

Seasonal employees are employees hired primarily for winter seasonal work in airfield operations as field maintenance operators. Seasonal employees will have first opportunity for recall to perform other seasonal work,

such as but not limited to runway clearing, rubber removal, repairing and pavement maintenance, escorting and ground maintenance (i.e., landscaping and grass cutting). Seasonal employees will receive appropriate training during working hours, at no cost to the employee, in order that they may perform their assigned work.

Unless otherwise provided for in this Agreement, seasonal employees shall be entitled to all the provisions of the Agreement.

Seasonal employees will be eligible to participate in the benefit plans with the exception of Long Term Disability and Accidental Death and Dismemberment during the time they are employed by OMCIAA. During the period of time which they are not actively in the employ of OMCIAA, seasonal employees will be able to participate in such benefits plans, provided they pay the cost of all premiums.

Providing there are the work requirements, seasonal employees will be recalled by the Employer, in order of seniority, for the subsequent work season, unless the seasonal employee has been notified by the Employer not later than September 1st, that, consistent with the provisions of this Agreement the employee will not be recalled because of a change in work requirements.

If a seasonal employee is not recalled because of a change in work requirements, the employee shall be entitled to severance payments as per Article 24 of the collective agreement. Service will be calculated based on actual time employed after February 1st, 1997.

Seasonal employees will not accrue vacation credits as per Article 26 - Vacation Leave but will be provided with six percent (6%) vacation pay on a bi-weekly basis. This percentage shall be eight percent (8%) after eight (8) seasons, ten percent (10%) after seventeen (17) seasons, and twelve (12%) percent after twenty-seven (27) seasons.

When seasonal employees are called to work outside the regular season, their work week is deemed to start on their first day of work. They shall be paid their regular rate of pay up to eight (8) hours a day and forty (40) hours a week and beyond that the applicable overtime according to Article 42.

3.04 **Term Employees**

Term employees are employees hired for the purpose of:

- a) replacement of employees who are on leave with or without pay for more than one month; or,
- b) short-term assignments; or,
- c) non-recurring work; or,
- d) special projects.

Term employees will be advised in writing of their termination date when hired although their employment may be terminated at any time due to a change in circumstances, subject to proper notice; such notice shall be no less than the provisions of the Canada Labour Code. If the term of employment extends beyond eighteen (18) months in the same position, the individual will be granted non-probationary, indeterminate employment status.

Terms are covered by all provisions of this collective agreement, except Article 24 - Severance Pay.

For the purposes of Vacation Leave, Term employees will, at the time of hire, choose one of the following options:

- a) receive six percent (6%) vacation on a bi-weekly basis; or,
- b) receive six percent (6%) vacation pay on a bi-weekly basis and be entitled to the equivalent amount of vacation leave without pay at a time convenient to the employee and the Employer; or,
- c) accumulate vacation leave with pay at the rate of one and one-quarter (1-1/4) days for each month in which the employee receives at least ten (10) days pay. Earned vacation leave pay can be taken after the completion of six (6) months continuous service at a time convenient to the employee and the Employer.

If the term of employment extends beyond six (6) months of continuous employment, the employee is eligible for coverage under the sick leave provisions outlined in Article 27 and may participate in the benefit plans. Full-time employees who are appointed to term positions will continue to be covered by all provisions of the collective agreement and will be returned to their former position upon completion of the term assignment.

3.05 **On-call employees**

An On-call employee is an employee who is called in occasionally to work.

On-call employees are remunerated for actual hours worked and are not entitled to any benefits or leave provisions other than those agreed upon. Vacation pay at six per cent (6%) will be added to the basic hourly rate of pay on a bi-weekly basis.

On-call employees shall be recalled to work seasonally by initial date of hire and all On-call employees on the existing roster shall be recalled to work before new On-call employees are retained.

Work assignments shall be distributed to On-call employees by rotation in a fair and equitable manner. On-call employees may decline to report to work if called. After three (3) such consecutive refusals, the On-call employee may be taken off the recall list in order to ensure that the Employer is able to meet its operational requirements.

On-call employees will be paid a shift premium as per Article 47.01 of the Collective Agreement for all hours worked between 4:00 p.m. and 8 a.m. On-call employees are not eligible for Weekend premiums.

On call employees shall work a twelve (12) hour shift and shall be compensated for twelve (12) hours at the regular rate of pay.

If called in to work on a statutory holiday, On-call employees will be remunerated at one and one-half (1-1/2) times the regular rate of pay for hours worked.

On-call employees shall be entitled to rest periods and meal breaks in the same manner as other employees.

On call employees shall have the right to apply for seasonal positions. In this case, each applicant's qualifications will be assessed by the Employer against the posted qualification requirements. For such positions, where an applicant is qualified in each of the essential qualifications, preference shall be given to an on call employee before an external candidate is hired. The name(s) of the successful applicant(s) shall be posted within seven (7) days after a decision is made.

Article 51 Uniform shall apply to on-call employees.

3.06 **Short Term Replacements**

A short term replacement is an employee hired to cover short term needs for periods of less than one month. Such employee shall receive vacation pay at the rate of six percent (6%) on a bi-weekly basis but shall not be entitled to any other benefit or leave under this agreement.

* * *

Article 4 **Management Rights**

- 4.01 It is understood that the Employer and its representatives retain all rights with regards to the management of the airport. This shall include, but not be limited to, the right to hire and terminate employment, determine methods of operation, assign duties, establish performance standards and rules, maintain discipline, promote and demote, establish hours of work, effect organizational changes as required, and determine staffing requirements.
- 4.02 Such rights are to be exercised in a fair and reasonable manner and consistent with the terms of this agreement.

* * *

Article 5 **Union Recognition**

- 5.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Ottawa Macdonald-Cartier International Airport Authority, excluding firefighters, directors and those above the rank of director, chief airport emergency rescue services, manager human resources and administration, chief airport safety and security, manager airfield operations, manager operations response, executive assistants to the president, administrative assistants to the vice-president finance and corporate services, administrative assistants to the Board's secretary, executive assistant to the CEO, manager compensation and benefits, assistant controller, manager airport operations coordination centre, manager groundside operations, manager corporate and physical security, manager procurement and contracting services, project support assistant, manager business information and analytics, senior information technology architect, senior information technology architect-security, senior financial analyst, business planning and analytics, IT security analyst and IT compliance manager and summer/co-op students. Other positions may be excluded during the terms of this agreement, either through mutual consent of the parties or through a decision by the Canadian Industrial Relations Board.
- 5.02 In this Agreement, "employee" means a member of the bargaining unit described in 5.01.
- 5.03 In the event that the Employer creates a new position or wishes to exclude an existing bargaining unit position, it shall advise the Alliance in writing and provide the name of the incumbent, classification and level, a copy of the job description and organization chart, and the reason for the proposed exclusion. Upon request by the Alliance, the parties shall meet to conduct meaningful discussions. In the event that the parties fail to agree on whether the position shall be included or excluded from the bargaining unit, either party may refer the matter to the Canadian Industrial Relations Board.

* * *

Article 6
Union Security

As a condition of employment, employees shall become and remain members in good standing of the Union.

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives. The Union shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 6.02 Such representatives shall have the right to be away from their work station to deal with union-related matters. Such absences, however, should not interfere with the normal performance of their duties.
- 6.03 Union representatives will have access to the employer's E-Mail system and bulletin Boards for the purpose of communicating with union members. This, however, shall not be used to the detriment of the Employer.
- 6.04 Union officials shall have access to the Employer's facilities as required from time to time. The Employer shall provide the Union Local with a secured filing cabinet at no cost to the Local.
- 6.05 The Employer shall deduct Union dues each pay period in amounts prescribed in writing by the Union and transmit such amounts to the Union within a reasonable period of time. The amounts deducted shall be remitted to the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deduction made on the employee's behalf.
- 6.06 New employees shall commence paying Union dues in the month following their hiring.

* * *

Article 7
Information

- 7.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly-appointed employees in the bargaining unit and with the names and job title of all other newly-appointed persons employed by OMCIAA.
- 7.02 The Union agrees to supply each employee with a copy of the Collective Agreement. The parties agree to share the cost of printing the collective agreement.
- 7.03 The Employer agrees to provide to the President of the Local Union of Alliance with a copy of the Employer's current organization chart and as amended from time to time.

* * *

Article 8
Union/Management Consultation

- 8.01 The Union and the Employer agree that meaningful consultation between the parties is essential to creating and maintaining a harmonious and productive work place.

- 8.02 To this end, there shall be a Union/Management Consultation Committee composed of an equal number of Union and Employer representatives.
- 8.03 Such Committee shall meet no less than once every six (6) months, and at any other time at the request of either party, to discuss any matter which is of interest to the employees, the Union, or the Employer.
- 8.04 This forum shall not be used to discuss grievances or to amend the collective agreement.

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Article 9 **Health & Safety**

- 9.01 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective to protect the health and safety of employees. The Employer agrees to provide all of the required safety (protective) equipment, clothing and footwear.

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

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

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

The Committee shall be comprised of management representatives appointed by the Employer and Union representatives appointed by the Union.

- 9.04 When an employee becomes aware of a working condition or a situation which may be hazardous to the employee's health or safety or to the health and safety of other employees, the employee shall inform a member of the Health and Safety Committee or the Employer which shall investigate the matter and take appropriate measures if indicated. Where the situation warrants a report, a copy of the report including details of the measures taken to rectify the situation shall be sent immediately to the local of the Union.

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

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

The employer shall notify the Local of incidents of this nature within one (1) week of becoming aware of the incident.

- 9.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. Current certificates covering First Aid and CPR will be provided.
- 9.07 When an employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner of her choice, the Employer shall endeavor to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union and in a manner consistent with the Collective Agreement.
- 9.08 The Standards with respect to Pesticides and Motor Vehicle Operations shall form part of this Agreement. These Standards may be amended by the Health and Safety Committee.

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Article 10

Seniority

- 10.01 a) For employees who were in the bargaining unit on May 5, 1997 (date of CLRB certificate), and who transferred from the federal government on February 1, 1997, seniority shall mean length of service in the bargaining unit and length of continuous service with the federal government prior to February 1, 1997.
- b) For the purposes of 10.01 (a), an employee formerly in the MDO group who worked for the federal government in 1996 and who worked at OMCIAA in 1997, will be deemed to have been in the bargaining unit on May 5, 1997 (date of CLRB certificate), and to have transferred from the federal government on February 1, 1997.
- 10.02 For all other employees, seniority means length of service in the bargaining unit. Seniority shall be established upon completion of the probationary period and shall commence from the date of hire.
- 10.03 When two (2) or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:
- a) the employee who commenced at the earliest hour of the day shall be senior;
- b) if (a) fails to resolve the order of seniority, seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by concerned employees in the presence of a representative of the Union.
- 10.04 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. For the purposes of this Article, a continuing non-full-time employee shall include seasonal employees.
- 10.05 A seniority list, consisting of the name and seniority date of each employee, shall be maintained by the Employer. Within thirty days following the signing of this agreement and every six months thereafter, the Employer shall post the list on bulletin boards and provide a copy to the President of the Local. An employee who feels that he/she is improperly placed on a seniority list shall have sixty (60) days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.

- 10.06 Seniority shall be the determining factor in cases of conflict for the selection of vacation periods (subject to the provisions of Article 26 - Vacations).
- 10.07 a) Employees permanently appointed to a position with the Employer outside a bargaining unit represented by the Alliance shall retain their accrued seniority, but cease to accumulate, for a period not to exceed twelve (12) months from the date of appointment.
- b) Employees temporarily appointed or on an acting assignment with the Employer outside a bargaining unit represented by the Alliance shall retain and accumulate seniority for a period not to exceed one hundred and eighty (180) days and shall retain that seniority for a period not to exceed one (1) year from the date of appointment/assignment.
- 10.08 A full-time employee whose employment is terminated while employed in this bargaining unit and who is subsequently re-employed within the bargaining unit:
- a) within sixty (60) days, 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. The employee may elect to continue healthcare benefits and pension contributions during this leave of absence by paying for both the employee's and the Employer's premiums or contributions.
- b) after sixty (60) days, shall be credited with previous seniority in the bargaining unit after accumulating a further five (5) consecutive years in the bargaining unit.

* * *

Article 11
Lay Off/Recall

- 11.01 In the event of a permanent work force reduction, the employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.
- 11.02 Employees, subject to a permanent workforce reduction or subject to indefinite layoff, will be advised no less than ninety (90) days prior to the date of layoff.
- 11.03 The employer and the union shall meet and discuss the situation within thirty (30) days following such notice to look at reasonable alternatives to layoff.
- 11.04 The employee(s) affected by the reduction shall be advised at least ninety (90) days, or such shorter notice as may be agreed upon by the parties, prior to the reduction taking effect. At either the employee's or the Employer's option, pay in lieu of notice may be granted. This is in addition to any severance provided for in the collective agreement. The employee will continue to accrue benefits and be covered by the Health Care Plans during this pay in lieu period except for Long Term Disability and for a further period not to exceed six (6) months after layoff or until re-employment whichever comes first.
- 11.05 During the notice period, the Employer shall provide job search assistance and time off with pay for the purpose of seeking alternate employment.

- 11.06 Prior to resorting to layoffs, an employee who is identified as being affected by the layoff will be given a preference for appointment to any vacant position at the same classification level, or any vacant position of a lower classification if there is no vacant position at the same classification, within the bargaining unit, providing such employee has the ability to perform the required key elements of the vacant job or may qualify within a reasonable training period to be determined by the Employer not to exceed three (3) months. An employee who refuses to be assigned or appointed shall be subject to layoff in accordance with the remaining provisions of this Article.
- 11.07 Should it become necessary to resort to layoffs, the employee subject to layoff shall have the option of:
- a) Displacing an employee with less service in any equivalent or lower rated position formerly held by the employee subject to layoff, providing such employee has the threshold ability to immediately perform the job; or,
 - b) Displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months; or,
 - c) Displacing an employee with less service in any equivalent or lower rated position provided such employee has the ability to perform the required key elements of the job or may qualify within a training period to be determined by the Employer not to exceed three (3) months.
 - d) The employee shall notify the Employer in writing within two (2) weeks of notice of permanent/indefinite layoff of the decision to displace another employee respecting paragraphs a) b) and c) above. The two (2) week notice period shall be appropriately extended in the case of an employee who is on vacation. The training period referred to in this Article, to be determined by the Employer, shall be extended up to one (1) additional month where circumstances warrant. Where an employee fails to give written notice of his/her intention to bump within the two (2) week period, the employee shall relinquish the right to bump.
- 11.08 Employees who are displaced will become subject to layoff. These employees will be subject to clause 04. An employee laid off shall receive his or her severance pay on the date of layoff.
- 11.09 Employees affected by the reduction who are appointed to a lower rated position pursuant to the provisions of this Article shall have their salary protected in accordance with the provisions of Article 46.
- 11.10 The Employer shall review the use of temporary and term employees, and where practicable, shall not renew the employment of such employees if qualified surplus employees or laid-off persons can satisfactorily perform the work.
- 11.11 Recall
- An employee who is laid-off shall have the right of recall for a period of one year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

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Article 12
Strike & Lockout

There shall be no strike or lockout during the life of this agreement.

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Article 13
Grievance Procedure

13.01 It is understood that Union representatives shall have the right to be away from their work station to deal with union grievances. Such absences, however, should not interfere with the normal performance of their duties. Union representatives and grievors shall not suffer any loss of pay for the time taken to prepare the grievance or to attend a grievance hearing if required.

13.02 The parties agree that before a complaint or grievance is brought to Step One of the Grievance Procedure, an employee should discuss the matter informally with his or her immediate supervisor or manager, with the aim of finding a satisfactory resolution to the dispute. The employee may have a Union representative present during such discussions, if he or she so chooses.

13.03 Step One: If a satisfactory resolution is not reached in Article 13.02 above, the Union may present a written grievance to the Employee's Vice-President or designate, within 25 days of the employee or the Union becoming aware of the matter giving rise to the grievance. The written grievance shall include the Article(s) of the Agreement considered to have been violated, an explanation of the grounds of the grievance, and the redress sought.

The Vice-President or designate shall render his or her decision in writing within ten (10) days of the grievance being submitted at Step One.

Step Two: Should such decision be unsatisfactory to the Union, the grievance may then be submitted in writing by the Union to the President or designate within ten (10) days of receiving such decision in writing.

The decision of the President or designate shall be provided in writing within ten (10) days of the date the grievance was submitted at Step Two.

13.04 Union Policy Grievance: If there is a grievance of such a nature that it cannot be appropriately stated as the grievance of a single employee or group of employees, but deals rather with general questions of the interpretation or application of the Agreement, it may be put forward as a policy grievance by the Union and shall follow the formal steps of the Grievance Procedure outlined in Article 13.03.

13.05 A grievance involving termination of employment, job posting, safety or health, or sexual harassment may be filed directly at Step Two if the Union so decides.

13.06 Arbitration: If a grievance has not been settled through Steps one and two above, the Union may refer the grievance to arbitration within twenty-five (25) days. The parties agree to the use of a single arbitrator. In the event that the parties cannot agree on an arbitrator, either party may request the appointment of an arbitrator by the Minister of Labour.

- 13.07 The arbitrator shall have all the powers vested in it by the Canada Labour Code and the Collective Agreement, 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 his award within a reasonable period.
- 13.08 The decision of the arbitrator shall be final and binding on both parties.
- 13.09 The Employer and the Union shall equally share the cost of the arbitrator. Employee(s) and Union representative(s) who are required to attend shall be given leave with regular pay to attend arbitration hearings.
- 13.10 The arbitrator shall not change, modify or alter any of the terms of the Collective Agreement.
- 13.11 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and designated holidays shall be excluded. If the time limits set out are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 13.12 The Employer shall inform the Union of the name and title of its representatives for each step of the grievance procedure.

* * *

Article 14 **No Discrimination**

- 14.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, color, national origin, religious affiliation, sex, sexual orientation, pregnancy, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities or membership or activity in the Union, and any other ground as defined by the Canadian Human Rights Act.
- 14.02 Any level of the grievance procedure shall be waived if the person hearing the grievance is the subject of the complaint.
- 14.03 Grievances under this article will be handled as expeditiously and with as much confidentiality as possible by both the Union and the Employer.
- 14.04 Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.
- 14.05 Duty to Accommodate

The Employer and the Union acknowledge that each has a legal duty to accommodate, consistent with the Canadian human rights legislation and the evolving jurisprudence.

In situations where an employee requires an accommodation, the employer, the Union and the employee shall meet to explore reasonable alternative employment consistent with the employee's condition. Consideration will first be given to accommodating the employee in his or her own classification. Secondly, consideration will

be given to work in other classifications in the bargaining unit, and/or if possible, a bundling of work covering different classifications for which the employee has the ability to perform the required key elements or can become qualified to do so following a reasonable period of job familiarization and training provided by the Employer.

As a final alternative, consideration will be given to positions outside the bargaining unit for which the employee is qualified or for which the employee can become qualified following a reasonable period of job familiarization and training provided by the Employer.

* * *

Article 15 **Harassment and Violence in the Workplace**

- 15.01 The Employer, the employees, and the Union recognize the right of all persons employed by the Employer to work in an environment free from harassment and violence in the workplace, and agree that harassment and violence will not be tolerated in the workplace.

* * *

Article 16 **Discipline**

- 16.01 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the reason for such suspension. The Employer shall endeavor to give such notification at the time of suspension.
- 16.02 The Employer shall notify the local representative of the Union that such suspension has occurred.
- 16.03 When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.
- 16.04 The Employer shall supply employees with a copy of any document which is placed in their personnel file and which may eventually be used for disciplinary purposes. Should the Employer fail to do so, the document shall not be introduced as evidence in a hearing.
- 16.05 Any document or written statement related to disciplinary action, up to a written letter of reprimand, which may have been placed on the personnel file of an employee, shall be destroyed after one (1) year has elapsed since the last disciplinary action was taken. Any document or written statement related to disciplinary action more severe than a letter of reprimand which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the last disciplinary action was taken.

* * *

Article 17
Job Posting

Definition:

17.01 This job posting procedure shall apply to permanently vacated positions which need to be filled, temporary vacancies of more than four (4) months where a replacement is needed, and to newly created positions within the bargaining unit.

The Employer shall post within the bargaining unit first all permanent positions, temporary vacancies and newly created positions which need to be filled. In applying the job posting procedure, preference will be given to non-probationary employees.

17.02 This procedure shall not apply in the following circumstances:

- a) a disabled employee needs to be accommodated;
- b) an employee's position is abolished and the employee needs to be reassigned; this, however, should not result in a promotion for the employee;
- c) an appointment is made to the same classification, level, and employment status as the employee's current appointment;
- d) a position is reclassified;
- e) organizational changes are made and there are no changes to classification levels;
- f) a recent posting [six (6) months or less] has resulted in no qualified applicants;
- g) an employee exercising her rights pursuant to Section 204, Part III, of the Canada Labour Code (maternity related re-assignment).

17.03 Job postings, new or revised, will be for a minimum of five (5) working days. The closing dates shall be identified on all postings. Job postings, new or revised, shall contain the following information:

- a) summary of duties of the position to be filled;
- b) salary of the position;
- c) closing date of the posting;
- d) such qualifications are established in a fair and reasonable manner and reflect the requirements of the position(s) being filled;
- e) the Employer may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications, in such case the Employer shall so state on the posting.

- 17.04 The Employer shall consult the Union on the method and location of postings. A copy of each posting shall be given to the Union.
- 17.05 Each applicant's qualifications will be assessed by the Employer against the posted qualification requirements. The most qualified applicant shall be awarded the position, except for Trades and Airfield positions, where an applicant is qualified in each of the essential qualifications, the applicant with the most seniority shall be awarded the position. The name(s) of the successful applicant(s) shall be posted within seven (7) days after a decision is made.
- 17.06 Unsuccessful candidates shall be advised prior to the posting of the results and, upon request, shall be given the reasons for the decision.
- 17.07 The Employer may establish eligibility lists by pre-posting position and selecting candidates in advance. Such a list shall only be valid for a period of twelve (12) months.
- 17.08 This agreement shall not preclude the Employer from staffing positions from outside the bargaining unit when there are no qualified candidates internally. It is understood that when that happens, the qualification requirements will be at least equal to those used in the internal posting process.
- 17.09 An Employee may, prior to or during a leave of absence of less than six (6) weeks, file in writing an intention to apply on potential postings. The Employee shall only be considered for the position if available for the selection process and able to return to work at the end of the leave period.
- 17.10 An employee absent on maternity or parental leave may file, in writing and prior to the beginning of such leave period, an intention to apply for potential postings. With the approval of such leave, the Employer will inform the employee of their rights to apply for potential postings. If an employee is available for the selection process and intends to return to work at the end of the maternity/parental leave period, the employee will be given consideration for any position for which the employee is qualified.
- 17.11 The Employer agrees to administer this agreement in a non-discriminatory manner.
- 17.12 The Employer shall interview all candidates in the bargaining unit who meet the posted threshold qualifications and requirements of the position(s) as posted and who have submitted a valid timely application in response to a job posting.

* * *

Article 18 **Probation**

- 18.01 All newly hired employees shall be considered probationary employees.
- 18.02 All employees shall complete a six (6) month probationary period.
- 18.03 A probationary employee shall have at least one (1) performance evaluation completed at approximately the midpoint of the probationary period (or sooner, if warranted).
- 18.04 When a probationary employee is terminated, the Employer shall provide notice in writing to the Employee, with a copy to the union representative.

- 18.05 Probationary employees have the right to grieve discipline up to and including discharge. However, a non-disciplinary termination of employment during the probationary period shall not be arbitrable.

* * *

Article 19
Statement of Duties

- 19.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position, including the classification level and, where applicable, the point rating allotted by factor to their position, as well as the rationale, and an organization chart depicting the position's place in the organization.
- 19.02 Other related duties will not contain any duty which may account for more than five percent (5%) of an employee's duties.
- 19.03 This Article shall not be interpreted as limiting the Employer's ability to modify duties and responsibilities as needed.

* * *

Article 20
Performance Review & Employee Files

- 20.01 Should a written review be made of an employee's performance, the content of such review shall be discussed with the employee and a copy of the review document shall be given to the employee.
- 20.02 Should the employee be required to sign the review document, such signature shall not signify that the employee agrees with its content but simply that the employee has read and understands the content.
- 20.03 An employee who has been the subject of a written performance review shall be entitled to comment, in writing, on such review. The employee's comments shall be placed in their personal file.
- 20.04 Upon request, employees may review their personal file in the presence of an authorized representative of the Employer.

* * *

Article 21
Job Security

- 21.01 Except for past practices no excluded employee may perform duties normally assigned to members of the Bargaining Unit.
- 21.02 No employee hired prior to the date of the signing of this Collective Agreement shall be subject to layoff or have their hours of work reduced or for seasonal employees, have their recall rights affected, as a result of the employer contracting out Bargaining Unit work. In such cases the employee will be fully salary protected in accordance with Article 46.

21.03 The use of volunteers will not be expanded to include work normally performed by employees.

* * *

Article 22
Technological Change

22.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

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

22.03 The notice referred to in Clause 22.02 shall be in writing and shall state:

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

22.04 Once the Employer has given the Union the notice described in Clause 22.02, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:

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

22.05 During the notice period described in Clause 22.02, the parties shall undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

22.06 Where an employee's position will be affected by a technological change prescribed in the notice referred to in Clause 22.02, the employee will be provided reasonable training in the position as changed. Such training will be provided, where available, during regular working hours at no cost to the employee.

* * *

Article 23
Relocation of the Workplace

- 23.01 In the event that an employee is required to change job location on a permanent basis, the employee will be compensated in the following manner:
- a) If the change in work location increases the employee's drive to work more than ten (10) additional kilometers in one direction, the employee will be compensated a mileage allowance of forty-eight cents (48.0¢) per kilometer;
 - b) If the change in work location increases the employee's travel time to work by more than one-half hour in one direction, the additional time spent in transit shall be treated as time worked.
- 23.02 This Article does not apply in the event that the change in work location is at the request of the employee or the employee has applied for the position through the job posting process.

* * *

Article 24
Severance Pay

- 24.01 Severance shall be calculated on the basis of the employee's substantive weekly rate of pay, or to any position to which they have been acting in immediately prior to their last of employment for a period in excess of four (4) months in the following manner:
- a) Layoff

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

Where an employee has ten (10) or more years of employment, one half (1/2) week's pay for each complete year of continuous employment subsequent to February 1, 1997, up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) week's pay.
 - c) Retirement

One (1) week's pay for each complete year of continuous employment subsequent to February 1, 1997, to a maximum of thirty (30) week's pay. Partial years of employment shall be prorated.
 - d) Death

One (1) week's pay for each complete year of continuous employment subsequent to February 1, 1997, shall be paid to the employee's estate. Partial years of employment shall be prorated.
- 24.02 When an employee has completed more than one (1) year of employment and ceases to be employed by reason of incapacity or when an employee has completed more than ten (10) years of employment and ceases to be

employed by reason of incompetence, the employer shall pay one (1) week's pay for each year of continuous employment subsequent to February 1, 1997, to a maximum of twenty-eight (28) week's pay.

24.03 No employee shall be paid severance pay more than once for any period of employment.

* * *

Article 25
Paid Holidays

25.01 The following days shall be designated as paid holidays:

- a) New Year's Day;
- b) Family Day;
- c) Good Friday;
- d) Easter Monday;
- e) Victoria Day;
- f) Canada Day;
- g) Labour Day;
- h) the first Monday in August;
- i) Thanksgiving;
- j) Remembrance Day;
- k) Christmas Day
- l) Boxing Day; and
- m) and one (1) additional day when proclaimed by an Act of Parliament as a national holiday.

25.02 An employee is not entitled to holiday pay if the employee is absent without pay on both the working day immediately preceding and following the paid holiday.

25.03 When a day designated as a holiday 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 a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave. This shall also apply where two (2) paid holidays coincide with an employee's days of rest.

25.04 When a day designated as a holiday for an employee is moved to another day under the provision 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 When an employee works on a holiday, the employee shall be paid:

- a) time and one-half ($x1-1/2$) for all hours worked up to their regular daily scheduled hours of work and double time ($x2$) thereafter, in addition to the pay that the employee would have been granted had the employee not worked on the holiday; or
- b) upon request and with the approval of the Employer, the employee shall be granted:

- i) a day of leave with pay (regular, current, straight-time rate of pay) at a later date in lieu of the holiday; and
- ii) pay at time and one-half ($\times 1\frac{1}{2}$) times the straight time rate of pay for all hours worked on the holiday up to their regular 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 their regular scheduled hours of work.

25.06 Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request. Unused lieu days shall be paid off as of November 30th of each year at the employee's regular, current, straight-time rate of pay. However, upon written request by an employee made on or before November 30th, an employee who has not been granted all lieu days as requested shall be entitled to carry over such lieu days for one year.

25.07 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

- a) compensation in accordance with the provisions of Clause 25.05; or,
- b) three (3) hours' pay at the applicable overtime rate of pay.

25.08 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by an employee reporting to work or returning home shall not constitute time worked.

* * *

Article 26

Vacation Leave

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

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

- a) one and one-quarter ($1\frac{1}{4}$) days until the month in which the anniversary of the employee's fifth (5th) year of service occurs;
- b) one and two-thirds ($1\frac{2}{3}$) days commencing with the month in which the employee's fifth (5th) anniversary of service occurs;
- c) two and one-twelfth ($2\frac{1}{12}$) days commencing with the month in which the employee's fourteenth (14th) anniversary of service occurs;
- d) two and one-half ($2\frac{1}{2}$) days commencing with the month in which the employee's twenty-second (22nd) anniversary of service occurs.

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

- a) the length of service with the Employer for employees hired subsequent to February 1, 1997;
- b) the length of service with the Employer and the Federal Government, for employees who joined OMCIAA at the date of transfer, February 1, 1997.

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

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

26.06 a) Employees are expected to take all their vacation leave during the vacation year in which it is earned. Upon application by an employee, the employer may grant carry-over of vacation leave.

b) In order to maintain operational requirements, subject to Article 10 Seniority, the Employer has the right to schedule an employee's vacation leave but shall make every reasonable effort:

- i) to provide an employee's vacation leave in an amount and at such time as the employee may request;
- ii) not to recall an employee to duty after the employee has proceeded on vacation leave; and
- iii) not to cancel a period of vacation leave which has been previously approved in writing.

26.07 If an employee requests vacation leave with pay in accordance with Clause 26.06 and the Employer denies the request due to operational requirements, the Employer agrees to make every reasonable effort to comply with any subsequent request made by the employee for vacation leave.

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

26.09 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 on production of a medical certificate,

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

- 26.10 Where in any vacation year, an employee has not been granted all of the vacation leave with pay credited to the employee; the unused portion of the employee's vacation leave shall be carried into the following vacation year. Carry-over beyond one year shall be by mutual consent.
- 26.11 When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses incurred:
- 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 Employer;
- The employee shall not be considered as being on vacation leave with pay during such a recall period.
- 26.12 When the Employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 26.13 When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid for earned but unused vacation leave.
- 26.14 In the event of termination of employment for reasons other than death or layoff, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation leave taken by the employee, calculated on the basis of the employee's rate of pay at the time of termination.
- 26.15 This Article is not applicable to seasonal employees.

* * *

Article 27 **Sick Leave**

- 27.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1-1/4) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 27.02 An employee shall be granted sick leave with pay when unable to perform an employee's duties because of illness or injury provided that the employee:
- a) satisfies the Employer of this condition by producing a medical certificate, which shall specify the dates on which the employee was absent due to illness, and
 - b) has the necessary sick leave credits.
- 27.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury the employee was unable to perform the employee's duties, shall, when delivered to the Employer, be considered as meeting with the requirements of article 27.02 (a), if the period of leave with pay requested does

not exceed five (5) days, but no employee shall be granted more than ten (10) days sick leave with pay in a calendar year solely on the basis of statements signed by the employee. No seasonal employee shall be granted more than five (5) days sick leave with pay in a season solely on the basis of statements signed by the employee.

- 27.04 When an employee has insufficient or no credits to cover the granting of such leave with pay under the provisions of article 27.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee, subject to the deduction of such advance leave from any sick leave credits subsequently earned.
- 27.05 When a medical certificate is required by the Employer for circumstances/situations other than those indicated in article 27.02 a), the cost of such certificates will be reimbursed by the Employer upon presentation of receipts.
- 27.06 Employees who will be absent due to illness shall advise their immediate supervisor at least one hour before the start of their shift/work day, unless there is a valid reason why such notice cannot be given, and shall inform the supervisor of the expected length of the absence due to illness.
- 27.07 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

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Article 28 **Injury-on-Duty Leave**

- 28.01 An employee who sustains an injury or a work related illness while working for the Employer shall be entitled to paid leave providing such injury prevents the employee from performing the duties of the employee's position and the claim is approved by the appropriate Workers' Compensation authorities.
- 28.02 Monies paid out by the Workplace Safety and Insurance Board for loss of salary shall accrue to the Employer.
- 28.03 The Employer acknowledges its legal duty to accommodate an employee who is the victim of a work related illness or accident and the Union agrees to cooperate in such situations. Moreover, the Employer may accelerate an employee's return to work through light or modified duties, subject to approval by the employee's treating physician.

* * *

Article 29 **Maternity Parental and Adoption Leave**

- 29.01 (A) Every employee who provides the Employer with the following documentation:
 - (a) in the case of *Maternity Leave* - a certificate from a qualified medical practitioner certifying that the employee is pregnant; or
 - (b) in the case of *Parental or Paternity Leave* - a birth certificate confirming the birth of his or her child; or

- (c) in the case of *Adoption Leave* - proof that the application for adoption has been approved by the adoption agency or acceptance of custody of a child below the age of majority under the laws governing adoption in the province in which the employee resides (proof of actual custody may be required once the employee returns to work);

shall be granted a leave of absence without pay from employment for the purpose of Maternity, Parental, Adoption or Paternity Leave.

- (B) Every employee who intends to take a leave of absence from employment without pay under Article 29.01 (A) shall:
 - (i) inform the Employer in writing of the length of leave intended to be taken; and
 - (ii) provide at least four (4) weeks notice to the Employer before the desired date of the commencement of the leave, unless there is a valid reason why that notice cannot be given; and
- (C) An employee who has been granted Maternity, Parental, or Adoption Leave Without Pay shall be paid an allowance in accordance with the terms of the Supplementary Unemployment Benefit ("SUB") Plan described in Articles 29.02 (C), 29.03 (B) and 29.04 (B), provided that the employee:
 - (i) has completed six (6) consecutive months of continuous employment with the Employer before the commencement of such leave;
 - (ii) provides the Employer with proof that they are eligible to receive EI or QPIP benefits; and
 - (iii) has signed an agreement with the Employer stating that:
 - (a) the employee will return to work on the expiry date of the period of leave without pay unless the return date is modified, at which point the employee shall provide at least four (4) weeks notice to the Employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given;
 - (b) following the employee's return to work, the employee will work for a period of at least six (6) consecutive months of continuous service; and
 - (c) should the employee fail to return to work in accordance with the signed agreement, or should he or she return to work but fail to work the total period specified in Article 29.01 (C) (iii) (b), he or she shall repay the Employer for a prorated amount of the allowance received including all other payments made by the Employer, on behalf of the parties under Article 29.
- (D) The aggregate amount of leave of absence without pay that may be taken by one employee under Article 29 will not exceed sixty-three (63) weeks if the employee is only entitled to parental or adoption leave, or seventy-eight (78) weeks if the employee is entitled to maternity and parental leave. In any event, the aggregate amount of leave that may be taken by more than one employee in respect of the same birth or adoption shall not exceed seventy-one (71) weeks. When both maternity and parental leave are taken in respect of the same birth, the aggregate amount of leave that may be taken by more than one employee shall not exceed eighty-six (86) weeks.

- (E) All leaves of absence without pay under Article 29, with the exception of cases where the child is hospitalized as outlined in Articles 29.03 (D) and 29.04 (E), must be taken within seventy-eight (78) weeks, from the date of the birth of the employee's child or date the employee's adopted child came into the actual care and custody of the employee.
- (F) The maximum aggregate of combined maternity and parental allowances that may be granted or paid to a couple in respect of the birth of any one child shall not exceed twenty-eight (28) weeks regardless of whether the employee receives EI or QPIP benefits.
- (G) The weekly rate of pay referred to shall be the weekly rate of pay to which the employee is entitled to at their substantive level, or to any position to which they have been acting in immediately prior to their leave for a period in excess of four (4) months.
- (H) Where an employee becomes eligible for a pay increment or an economic adjustment while in receipt of the allowance under Article 29, the allowance shall be adjusted accordingly.
- (I) Leave granted under Article 29 shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes. For the purposes of earning sick leave credits under the Sick Leave with Pay Article and of earning vacation leave credits under the Vacation with Pay Article, the employee is deemed to have received pay while on leave under Article 29.
- (J) Where contributions are required from an employee in order for the employee to be entitled to benefits while on a leave of absence under Article 29, the employee is responsible for and must, within the timeframe indicated in the agreement, repay those contributions.
- (K) An employee granted leave under Article 29 shall be entitled to return to their substantive position or to any position to which they have been acting in immediately prior to their leave for a period in excess of four (4) months, unless such acting position was filled permanently during the leave.

29.02 Maternity Leave

- (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:
 - (i) seventeen (17) weeks after the last day of pregnancy for Employment Insurance (EI) benefit recipients; or
 - (ii) eighteen (18) weeks after the last day of pregnancy for Québec Parental Insurance Plan (QPIP) Basic Plan benefit recipients, or fifteen (15) weeks after the last day of pregnancy for QPIP Special Plan benefit recipients.
- (B) An employee may elect to:
 - (i) use earned vacation and compensatory leave credits earned up to and beyond the date that her pregnancy terminates; and/or

- (ii) use earned sick leave credits up to and beyond the last day of her pregnancy, subject to the provisions set out in Article 27 (Sick Leave) of this agreement. For purposes of this clause, illness or injury as defined in Article 27 (Sick Leave) shall include medical disability related to pregnancy.
- (C) In respect of the period of maternity leave without pay, maternity leave allowance payments made according to the "SUB" Plan will consist of the following:
 - (i) For EI recipients:
 - (a) where an employee is subject to a waiting period of one (1) week before receiving EI maternity benefits, an allowance of one hundred percent (100%) of the employee's weekly rate of pay for the one (1) week waiting period; and
 - (b) up to fifteen (15) weeks for EI benefit recipients, payment equivalent to the difference between EI benefits the employee is eligible to receive and one hundred percent (100%) of the employee's weekly rate of pay, less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period.
 - (ii) For QPIP recipients:
 - (a) up to eighteen (18) weeks for QPIP Basic Plan benefit recipients; or
 - (b) up to fifteen (15) weeks for QPIP Special Plan benefit recipients, payment equivalent to the difference between QPIP benefits the employee is eligible to receive and one hundred percent (100%) of the employee's weekly rate of pay, less any other monies earned during this period which may result in a decrease in QPIP benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period.
- (D) Maternity benefits are for the mother only and cannot be shared between the two parents.
- (D) Where an employee has received QPIP maternity benefits and thereafter receives parental leave benefits pursuant to paragraph 29.03 (B), the employee will be eligible to receive a further parental allowance for a period of two (2) weeks at one hundred percent (100%) of the employee's weekly rate of pay.

29.03 Parental Leave

- (A) Subject to clause 29.02, every employee who will have the actual care and custody of a new-born child shall upon request, be granted parental leave without pay for a period of sixty-three (63) weeks during the seventy-eight (78) week period beginning not earlier than the day the child is born or comes into the actual care of the employee.

(B) In respect to the period of parental leave without pay, parental leave allowance payments made according to the “SUB” Plan will consist of the following:

(i) For EI recipients:

- (a) up to thirteen (13) weeks for EI benefit recipients, where parental leave without pay is taken following maternity leave without pay; or
- (b) up to thirteen (13) weeks for EI benefit recipients, where parental leave without pay is taken on its own, payment equivalent to the difference between EI benefits the employee is eligible to receive and one hundred percent (100%) of the employee’s weekly rate of pay, less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period.

(ii) For QPIP recipients:

- (a) up to ten (10) weeks for QPIP Basic Plan benefit recipients or up to thirteen (13) weeks for QPIP Special Plan benefit recipients, where parental leave without pay is taken following maternity leave without pay; or,
- (b) up to thirteen (13) weeks for QPIP benefit recipients, where parental leave without pay is taken on its own, payment equivalent to the difference between QPIP benefits the employee is eligible to receive and one hundred percent (100%) of the employee’s weekly rate of pay, less any other monies earned during this period which may result in a decrease in QPIP benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period.

(iii) An employee who is the father of a newborn child and who will have the actual care and custody of his new-born child shall upon request, be granted paternity leave without pay for up to five (5) weeks for QPIP Basic Plan benefit recipients or up to three (3) weeks for QPIP Special Plan benefit recipients.

Paternity leave without pay is not subject to an allowance, is for the father only and cannot be shared between the two parents.

(C) Notwithstanding Article 29.03 (A):

- (i) where the employee’s child is hospitalized within the period defined in Article 29.03 (A), and the employee has not yet commenced parental leave, or
- (ii) where the employee has commenced parental leave and then returns to work for all or part of the period defined in Article 29.03 (A), during which their child is hospitalized,

the period of parental leave specified in the employee’s request may be postponed by a period equal to that portion of the period of the child’s hospitalization during which the employee was on parental leave without pay. However, the postponement shall end not later than one hundred and four (104) weeks

after the last day of pregnancy or the day the child comes into the employee's care. Proof of the child's hospitalization may be required.

29.04 Adoption Leave

- (A) Every employee who has completed 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, shall upon request, be granted adoption leave without pay for a period of sixty-three (63) weeks during the seventy-eight (78) week period beginning not earlier than the day the child is born or comes into the actual care of the employee.
- (B) In respect to the period of adoption leave without pay, adoption leave allowance payments made according to the "SUB" Plan will consist of the following:
 - (i) for Ontario residents, up to thirteen (13) weeks for EI benefit recipients, where adoption leave without pay is taken, payment equivalent to the difference between EI benefits the employee is eligible to receive in Ontario and one hundred percent (100%) of the employee's weekly rate of pay, less any other monies earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period; or
 - (ii) for Québec residents, up to thirteen (13) weeks for QPIP benefit recipients, where adoption leave without pay is taken, payment equivalent to the difference between QPIP benefits the employee is eligible to receive in Québec and one hundred percent (100%) of the employee's weekly rate of pay, less any other monies earned during this period which may result in a decrease in QPIP benefits to which the employee would otherwise have been eligible if no extra monies had been earned during this period:
- (C) In the case of an adoption in Québec, benefits may begin no sooner than the week the child or children come into the care of one of the parents for the adoption. In the case of an adoption outside Québec, benefits may begin no sooner than two (2) weeks before the week the child or children come into the care of one of the parents for the adoption.
- (D) Notwithstanding Article 29.04 (A):
 - (i) where the employee's child is hospitalized within the period defined in Article 29.04 (A), and the employee has not yet commenced adoption leave, or
 - (ii) where the employee has proceeded on adoption leave and then returns to work for all or part of the period defined in Article 29.04 (A), during which their child is hospitalized,

the period of adoption leave specified in the employee's request may be postponed by a period equal to that portion of the period of the child's hospitalization during which the employee was on adoption leave without pay. However, the postponement shall end not later than one hundred and four (104) weeks after the date of adoption or the day the child comes into the employee's care. Proof of the child's hospitalization may be required.

29.05 This Article is not applicable to seasonal employees.

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Article 30**Leave for Personal and Family Related Responsibilities**

- 30.01 For the purpose of this Clause, family is defined as spouse (including same-sex or common-law spouse resident with the employee), dependent children (including stepchildren children of common-law partner or ward of the employee), parents (including step-parents or foster-parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- 30.02 The Employer shall grant leave with pay under the following circumstances:
- a) to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize absence from work, and notify the supervisor of the appointment at the earliest possible opportunity;
 - b) for the temporary care of a sick member of the employee's family;
 - c) for needs directly related to the birth or to the adoption of the employee's child; or
 - d) for the employee to attend personal appointments.
- 30.03 The total leave with pay which may be granted under article 30.02 shall not exceed five (5) days in a calendar year. No seasonal employee shall be granted more than two and on-half (2.5) days personal and family leave with pay in a calendar year.

* * *

Article 31**Bereavement Leave**

- 31.01 For the purpose of this Clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandchild, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of up to five (5) days. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
 - b) An employee is entitled to two (2) day's bereavement leave with pay for the purpose related to the death of a grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

- c) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved in circumstances under this Clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- d) In special circumstances, and at the request of the employee, the Employer may grant leave with pay for a period greater than that provided for in this Clause.

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Article 32 **Marriage Leave**

- 32.01 After the completion of one (1) year's continuous employment, an employee shall be entitled to five (5) days of paid leave for the purpose of getting married.
- 32.02 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 layoff within six (6) months after the granting of marriage leave, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies owed the employee.

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Article 33 **Court Leave**

- 33.01 The Employer shall grant leave with pay to an employee for the period of time required:
 - a) to be available for jury selection;
 - b) to serve on a jury; or
 - c) by subpoena or summons 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.

* * *

Article 34 **Leave With or Without Pay for Union Business**

- 34.01 The Employer will grant leave with pay to an employee called as a witness by the Canadian Industrial Relations Board.
- 34.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.
- 34.03 The Employer will grant leave with pay to three (3) employees during regular working hours for purposes of attending preparatory or contract negotiation meetings on behalf of the Alliance until one of the parties applies for conciliation.

- 34.04 The Employer will, operational requirements permitting, grant leave without pay to a reasonable number of employees selected as delegates to attend Union meetings and conventions.
- 34.05 The Employer will, operational requirements permitting, grant, upon reasonable notice, to a reasonable number of employees, leave without pay to employees who exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 34.06 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the local, the Employer shall, on receipt of reasonable advance notice, grant leave without pay.
- 34.07 An employee who has been elected or appointed to a full-time office of the Union shall be entitled to leave without pay for one (1) term.

During the above mentioned leave, the employee will continue to contribute to and accrue insured and pension benefits as though at work. The employee will also cover the Employer's normal contribution to these benefit plans during this period of time.

An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to a position at the same classification level or to the employee's position if practicable. In such circumstances the normal job posting process shall be waived.

- 34.08 Requests for leave for Union Business will be made in advance, in writing.

* * *

Article 35 **Education & Examination Leave**

- 35.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with approval of the Employer, an employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 35.02 At the Employer's discretion, an employee on education leave without pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to 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.
- 35.03 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

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

- a) fails to complete the course;

- b) does not resume employment with the Employer on completion of the course; or,
- c) ceases to be employed except by reason of death or layoff, before termination of the period the employee has undertaken to serve after completion of the course;

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

35.04 **Examination Leave With Pay**

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

* * *

Article 36 **Other Leave With or Without Pay**

36.01 Where an employee participates in the posting process for a position with the Employer, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the interview process.

36.02 **Religious Holy Days**

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

The employee may exchange one of the Designated Paid Holidays listed in Article 25 or utilize earned compensatory leave, vacation leave or leave without pay for a requested day off with pay under this clause.

36.03 **Leave with or Without Pay for Other Reasons**

Subject to operational requirements, the Employer shall grant:

- a) leave with pay when circumstances not directly attributable to the employee prevents reporting for duty, and such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than those specified in the agreement.

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

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

- a) an employee shall notify the Employer in writing as far in advanced 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; and
- b) leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of one (1) year.

36.05 **Military Leave**

Subject to operational requirements, military leave without pay shall be granted to employees.

36.06 **Leave Without Pay for Personal Needs**

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

- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b) subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs; and
- c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during the employee's total period of employment with the OMCIAA. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

36.07 **Compassionate Care Leave**

- A) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- B) For the purpose of this Article, family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse residing with the employee), parents of spouse, child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any relative permanently residing in the employee's household or with whom the employee permanently resides, and any other person who is a member of a class of persons prescribed for the purposes of this definition "family member" in sub-section 23.1(1) of the Employment Insurance Act.

- C) Subject to clause 36.07 B), an employee shall be granted leave without pay for the compassionate care of family in accordance with the following conditions:
- i) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - ii) an employee shall provide the Employer with a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty six (26) weeks, along with a copy of the request of Employment Insurance Benefits submitted to Employment Insurance. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.
- D) Leave granted under this Article shall be for a minimum period of one (1) week.
- E) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under clauses 36.07 B) and 36.07 C), the employee shall be granted compassionate care leave without pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave without pay granted.

Compassionate Care Leave Allowance

- F) Where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, and where the employee has:
- a) completed six (6) months of continuous employment before the commencement of Compassionate Care leave without pay,
 - b) provided the employer with proof that he or she has applied for compassionate care benefits under the Employment Insurance Act, and
 - c) has signed an agreement with the Employer stating that:
 - (i) he or she will return to work on the expiry date of his/her compassionate care leave without pay, unless the return to work date is modified by the approval of another form of leave;
 - (ii) following his or her return to work, the employee will work for a period equal to the period the employee was in receipt of salary during the waiting period

the employee shall receive an allowance of one hundred per cent (100%) of his or her weekly rate of pay for each week of the two-week waiting period.

- G) Should the employee fail to return to work in accordance with the agreement signed in c) (i) above, or should he or she return to work but fail to work the total period specified in subsection (ii) he or she shall repay the Employer for a prorated amount of the allowance received and of all other payments made by the Employer on behalf of the employee.

Such repayment shall not apply in situations of:

- (i) his/her death,
- (ii) his/her disability covered by a medical certificate acceptable under Article 27.02
- (iii) layoff
- (iv) early termination due to lack of work

- H) Periods of Compassionate Care Leave shall be counted as time worked.
- I) Employees shall return to work from a period of Compassionate Care Leave to their substantive position at their regular rate of pay, or to any position in which they have been acting in immediately prior to their leave for a period in excess of four (4) months, unless such position was filled permanently during the leave. Should an employee become eligible for a pay increment or pay revision while on Compassionate Care Leave, the employee shall be paid the new rate of pay when he or she returns to work.
- J) If, on the date of signature of this Agreement, any employee is currently on Compassionate Care leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or 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.

36.08 Leave for Victims of Family Violence

The Canada Labour Code (the "Code") Leave for Victims of Family Violence (s.206.7) is hereby incorporated in the collective agreement with the following exception. Whereas the Code provides five (5) paid days and five (5) unpaid days per calendar year, employees shall instead receive ten (10) days paid at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

* * *

Article 37 **Leave - General**

- 37.01 An employee is entitled to be informed upon request of the balance of vacation, sick and compensatory leave credits.
- 37.02 The amount of leave with pay earned but unused credited to an OMCIAA 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.

- 37.03 Employees shall be responsible to pay the employee's share of healthcare premiums and pension contributions where:
- a) they are on leave without pay for maternity, parental, sickness or disability, or education or training; or,
 - b) they are on leave without pay for less than three (3) months for any reason other than those listed in (a). The employee shall be responsible to pay both the employee's and Employer's share of healthcare premiums and pension contributions for the period of leave without pay in excess of three (3) months for any reason other than those listed in (a).
- 37.04 Leave without pay in excess of three (3) months under Clause 36.03 or 36.04 shall not count as service for the calculation of vacation entitlement and severance pay and shall not count for pay increment purposes.

* * *

Article 38 **Apprenticeship**

- 38.01 An employee selected by the Employer to participate in an apprenticeship program who is already employed by the OMCIAA shall not have pay or benefits reduced while in the program. The employee shall receive the greater of the current rate of pay or the appropriate equivalent percentage, as established by the Apprenticeship Act, of the journeyperson's rate of pay in accordance with Appendix A of this agreement.
- 38.02 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 39 **Tuition Fees & Career Development**

39.01 Tuition Fees

Subject to prior approval by the Employer, employees shall be reimbursed fifty percent (50%) of tuition fees paid to a recognized educational institution for courses that in the opinion of the employer:

- a) are directly related to the employee's work; or,
- b) respond to anticipated organizational requirements.

Upon successful completion, the Employer shall reimburse the remaining fifty percent (50%) of the tuition fees.

- 39.02 Subject to prior approval by the Employer and upon successful completion, employees shall be reimbursed tuition fees paid to a recognized educational institution for courses that otherwise further an individual's career development.

39.03 **Career Development**

- a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering of career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development:
 - i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution; or
 - 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 Employer, career development leave with pay may be given for any one of the activities described in sub-clause 39.02 (a) above. The employee shall receive no compensation under the Overtime and Traveling Time provisions of the collective agreement during time spent on career development leave provided for in this clause.
- c) Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

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Article 40 **Registration Fees**

- 40.01 The Employer shall reimburse an employee for payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement of the position. This does not apply to drivers' license.
- 40.02 The Employer will reimburse the cost of a professional level license for permanent employees who require such licenses in the execution of their duties.

In addition for all other permanent employees who are required by the Employer to possess a higher level driver's license than a "G" driver's license for the execution of their duties, the Employer will reimburse the difference between a standard operator's "G" license and this required level of license, and any cost associated with medical examinations required to obtain this level of license.

* * *

Article 41 **Hours of Work**

- 41.01 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 lunch period, shall be:
 - i) eight (8) consecutive hours per day and forty (40) hours per week from Monday to Friday for Trades and Airfield positions (non-supervisory and supervisory) except as noted herewith:
 - ii) forty (40) hours per week for those Millwrights and Electricians positions who are required to fill a shift schedule covering 7 days a week. Seniority shall be the determining factor for the selection of shifts;
 - iii) for those in the Operations Manager, Operations Responder, Security Coordinator, Gate Coordinator and IT Common Use Systems Administrator positions, thirty-seven and one-half (37-1/2) hours per week in a shift pattern;
 - iv) seven and one-half (7-1/2) consecutive hours per day and thirty-seven and one-half (37-1/2) hours per week from Monday to Friday for all other positions;
 - v) nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.
- d) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day; however, if the working day exceeds eight (8) hours, the employer shall provide one (1) additional rest period for each additional four (4) hour period, or portion thereof. If due to operational requirements the Employer does not permit an employee to take a rest break the employee will be given equivalent time off with pay.

41.02 **Schedules of work**

- a) the Employer will schedule the hours of work to meet operational requirements for employees on a fixed, rotating or irregular basis so that employees, on a weekly basis work:
 - i) an average of forty (40) hours and an average of five (5) days per week; and
eight (8) consecutive hours per day, exclusive of one-half (1/2) hour meal period;
 - ii) an average of thirty-seven and one-half (37-1/2) hours and an average of five (5) days per week; and
seven and one-half (7-1/2) consecutive hours per day, exclusive of a one-half (1/2) hour meal period; or
 - iii) the weekly and daily hours of work may be varied by the Employer, with the agreement of the Alliance, to allow for summer and winter hours, provided the annual total of hours remains unchanged.
- b) When establishing schedules of work the Employer shall consider the wishes of the majority of the employees concerned.

- c) The Employer will make every reasonable effort to:
 - i) not schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift; and,
 - ii) to avoid excessive fluctuations in hours of work; and,
 - iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the employees; and,
 - iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday.
- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer 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 his/her last scheduled shift; and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.
- f) 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. Such an arrangement shall not be unreasonably denied.
- g) 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 (1/2) hour meal period which will be taken at the work place. A specified meal period shall be scheduled as close to the mid-point of the shift as possible.
- h) There shall be no split shifts.

41.03 **Changes to Schedules of Work**

- a) Notwithstanding any other provision of this Article, the Union recognizes the Employer's right to modify work schedules. The Employer agrees that there will be meaningful and constructive consultation between the parties to this agreement and the employees concerned before any schedule of work is changed. Should an agreement be reached on the proposed changes, such changes may take place immediately. Otherwise at least thirty (30) days notice will be given. This clause does not apply to

circumstances when the Employer changes an individual's shift or scheduled hours of work within the posted schedule of work.

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

- b) Upon request from the Local Alliance representative(s), the parties will meet to review the existing schedule of work. The Employer will review with the Local Alliance representative(s) any change in the schedule of work which the Employer proposes to institute. In all cases following such reviews, the Employer will make every reasonable effort to accommodate the concerns and recommendations made by the Local Alliance representative(s). By mutual agreement, in writing, the Employer and the Local Alliance representative(s) may waive the application of clause 41.02 (d).
- c) Within five (5) days notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representative(s) authorized to act on behalf of the Alliance for consultation purposes.
- d) Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
- e) An employee whose scheduled hours of work are changed without seven (7) days prior notice in advance of the starting time of the change:
 - i) shall be compensated at the rate of time and one-half ($x1-1/2$) for the first full shift worked on the new schedule. Subsequent shifts worked in the new schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement;
 - ii) shall retain his/her previously scheduled days of rest next following the change, or, if worked, such days of rest shall be compensated in accordance with Article 42 Overtime.
 - iii) The Employer may only change an employee's schedule of work to accommodate an unforeseen circumstance that occurs after the schedule has been posted.

41.04 Variable Hours of Work/Twelve (12) Hour Shift Schedules

- a) Subject to operational requirements, employees may complete their weekly hours of employment in a period other than five (5) full days provided that over a period to be determined by the Employer, employees work an average of the hours of work outlined in 41.01 (c). In every such period, employees shall be granted days of rest on days not scheduled as normal work days for them.
- b) Notwithstanding anything to the contrary contained in the 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, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- c) Any special arrangement may be at the request of either party and must be mutually agreed between the Employer and the majority of employees affected and shall apply to all employees in the work unit.
- d) The Employer recognizes the Duty Managers' preference and agrees to maintain twelve (12) hour shifts for as long as the Employer requires a twenty-four (24) hours a day coverage.

41.05 **Compressed Work Week**

- a) Notwithstanding anything to the contrary contained in this Agreement, an employee may request to complete the employee's weekly hours of work in a shorter period than provided for in the scheduling provisions of this Agreement. Such requests shall be subject to operational requirements and shall not be unreasonably denied.
- 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.

41.06 **General Terms Respecting Compressed Work Weeks**

- a) The scheduled hours of work of any day as set forth in a work schedule may exceed or be less than the regular workday 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) For shift workers, 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) For day workers, 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 twenty-eight (28) days.
- d) Whenever an employee changes the variable hours or no longer works variable hours, all appropriate adjustments will be made.

41.07 **Conversion of Days to Hours - Compressed Work Week**

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.

Notwithstanding the above, in Article 31 - Bereavement Leave, a "day" will have the same meaning as the provisions of this Collective Agreement.

41.08 **Minimum Number of Hours Between Shifts - Compressed Work Week**

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 hours of work.

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Article 42
Overtime

- 42.01 An employee who is required by the Employer to work beyond normal hours of work or on a scheduled day of rest shall be compensated as follows:
- a) one and one-half (1-1/2) times the regular rate of pay for overtime worked on a scheduled work day or on a first day of rest; and
 - b)
 - i) double (x 2) time the regular rate of pay for overtime worked in excess of four (4) hours of overtime on a scheduled work day or for hours worked in excess of the employee's normal daily hours of work on a first day of rest; and
 - ii) double (x 2) time the regular rate of pay for overtime worked on a second or subsequent day of rest.
- 42.02 Overtime must be pre-authorized in order to be compensated.
- 42.03 a) Overtime is compensated in cash or at the request of the employee by compensatory leave with pay at the applicable overtime rate to a maximum of fifteen (15) days of leave per year including time accumulated under Article 45.01. Such leave is taken at a time convenient to the Employer and the employee.
- b) If compensatory leave with pay is not taken before June 30th of each year, the Employer will compensate the employee in cash.
- 42.04 An employee required to work overtime not contiguous to the employee's normal hours of work will be compensated at the rate of fifty cents (\$0.50) per kilometer for the use of the employee's vehicle up to 60 kilometers each way, or, out-of pocket expenses for other means of normal commercial transportation.
- 42.05 a) An employee who is required to work three (3) or more hours of overtime immediately before or following the employee's normal hours of work shall be compensated for one (1) meal in the amount of fifteen dollars (\$15.00), except where free meals are provided.
- b) When an employee works overtime continuously beyond the period in (a) above, the employee shall be compensated for one (1) additional meal in the amount of fifteen dollars (\$15.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided.
- 42.06 An employee performing overtime work is entitled to the same meal and rest periods as would be provided during the employee's normal hours of work.
- 42.07 When an employee works overtime there shall be an elapsed time of eight (8) hours between the end of the overtime and the time an employee reports for his/her regular shift, without loss of regular pay. This does not apply if the overtime is contiguous and prior to the employee's regular shift and if overtime is three (3) hours or less.

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Article 43
Wash-up Time

Where due to the nature of the work there is a clear cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

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Article 44
Stand-By

- 44.01 Where the Employer requires an employee to be available on stand-by during off-duty hours, an employee shall be entitled to a stand-by payment of twenty dollars (\$20.00) for each eight (8) consecutive hours or portion thereof spent on stand-by.
- 44.02 An employee on stand-by shall be readily reachable and available to return for duty as quickly as possible if called. No stand-by payment shall be made unless the above conditions are met.
- 44.03 An employee on stand-by who is required to report for work shall be compensated in accordance with the call-back provisions of this agreement.

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Article 45
Call-Back

- 45.01 If an employee is called back to work:
- a) on a designated paid holiday which is not the employee's scheduled day of work; or,
 - b) on the employee's day of rest; or,
 - c) after the employee has completed work for the day and has left the place of work;
- and returns to work, the employee shall be paid for a minimum of three (3) hours at the applicable overtime rate provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
- 45.02 Time spent by the employee reporting to work or returning to the residence shall not constitute time worked.
- 45.03 An employee who is called back to work and is required to work four (4) hours or more shall be compensated for one (1) meal in the amount of fifteen (\$15.00) except when free meals are provided.

* * *

Article 46
Classification/Pay Administration/Pay Equity

- 46.01 a) When a new position is created, the Employer will evaluate the position using the job evaluation process developed jointly in 2004. The Employer will provide the Union with a copy of the results of the evaluation, including its rationale for arriving at this proposed level and rate of pay. The parties shall then meet to discuss the results and shall make every reasonable effort to reach an agreement on the classification level prior to implementation. Should the parties disagree on the results, the Employer will assign the classification level and the issue may be referred to the grievance and arbitration procedure in Article 13 of this Agreement and may be filed as a union policy grievance. The Union shall have twenty five (25) working days after the classification is assigned to file a grievance.
- b) When an employee feels that his or her job duties and/or responsibilities have been added to or changed sufficiently to warrant in their opinion a change in classification, the employee shall provide the Employer and the Union with a revised job profile detailing the changes in duties and responsibilities. Following the employer's agreement on the revised job profile, the employee will prepare a position description questionnaire and the Employer will evaluate as in a) above and follow the same process with respect to providing the results and discussion with the Union. If the parties disagree on the results the Employer will assign the classification level, and the decision shall be subject to the grievance and arbitration procedure as outlined in a) above. The employee shall have twenty five (25) working days after the classification is assigned to file a grievance. If the changes in job duties and/or responsibilities involve more than one employee, the employees may file a group grievance under the same circumstances outlined above.
- c) If a revised job profile submitted by an employee or group of employees is not accepted for evaluation under b) above, the employee or employees may file a grievance in accordance with Article 13 of this Agreement.
- 46.02 Salaries shall be in accordance with Appendix A of this Agreement. Salaries shall be paid on a bi-weekly basis.
- 46.03 Progression in salary ranges shall be in accordance with the Pay Notes in Appendix B of this Agreement.
- 46.04 Employees assigned to a higher rated position shall receive the higher rate of pay or salary scale applicable to such position.
- 46.05 Employees assigned to a lower rated position shall retain their previous rate of pay and continue to progress in that salary range including any economic increase provided for their former position, unless such assignment is made at the employees' request. The same protection will apply to the incumbent of a position which is reclassified downwards. Such protection, however, will not apply to an employee who refuses a permanent assignment to a higher rated position.
- 46.06 The Employer recognizes and shall adhere to the principle of pay equity.

* * *

Article 47
Shift and Weekend Premiums

- 47.01 Employees working on shifts will receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 4:00 p.m. and 8:00 a.m. The shift premium will not be paid for hours between 8:00 a.m. and 4:00 p.m.
- 47.02 Employees shall receive an additional premium of two dollars (\$2.00) in respect of all regularly scheduled hours at straight time rates worked on Saturday and/or Sunday.

* * *

Article 48
Bilingual Positions

- 48.01 The Employer will determine if a requirement for a bilingual position exists.
- 48.02 Employees who occupy a bilingual position and who can demonstrate proficiency as required by the Employer will receive an annual bilingual allowance of eight hundred dollars (\$800.00).
- 48.03 Current employees occupying bilingual positions without possessing the necessary language skills shall be entitled to remain in their position providing they have demonstrated a willingness to acquire the necessary language skills.
- 48.04 Employees who wish to acquire additional language skills shall be encouraged to do so by the Employer. The Employer will financially assist all employees who undertake to augment their language skills by reimbursing tuition fees upon successful completion of any pre-approved language course from a recognized institution.
- 48.05 A one (1) time bonus of two hundred & fifty dollars (\$250.00) shall be paid to employees occupying unilingual positions upon successful completion of a first language course in one (1) of the official languages.

* * *

Article 49
Health & Benefit Plans

- 49.01 Eligibility:
- a) full-time employees and seasonal employees will be eligible for coverage as of date of hire;
 - b) part-time employees will be eligible for coverage as of date of hire provided they work more the one-third (1/3) of the normal hours for their classification; and
 - c) term employees will be eligible for coverage after six (6) months of continuous employment.

49.02 The Employer shall provide benefits, which shall be no less than those provided in Sun Life contract Number 25731 on February 1, 1997, including:

a) Extended Health Care Plan:

The Employer will pay the premium costs of the Plan and deductibles.

The plan will provide:

- A prescription drug card will be issued by the Insurer to each employee at eighty percent (80%) of the cost of prescription drugs;
- One hundred percent (100%) of the cost of a semi-private hospital room;
- out-of-province coverage;
- a vision care benefit with a three hundred fifty dollar (\$350.00) maximum claim per twenty four (24) month period at eighty percent (80%) re-imbusement.

b) Dental Plan:

The Employer will pay the premium costs of the Dental Plan and deductibles. The plan will provide the following, based on the current year fee guide, subject to a limit of two thousand dollars (\$2,000.00) per year per person:

- Ninety percent (90%) for basic and preventative services;
- Fifty percent (50%) for major services.

The plan will also pay for fifty percent (50%) of orthodontic services, based on the current year fee guide, subject to a lifetime maximum of five thousand dollars (\$5,000.00) per person.

c) Life Insurance:

The Employer will pay the premium costs of the Plan, less twenty cents (.20¢) per one thousand (\$1000.00) earnings per month. The plan will provide a benefit of two times (x2) the employee's annual basic earnings. The employee may pay the premium costs of optional additional coverage for the employee and dependents.

d) Long Term Disability:

The Employer will pay eighty-five percent (85%) of the premium costs of the Plan. The Plan will provide, after a waiting period of thirteen (13) weeks, seventy-five percent (75%) of the employee's monthly salary, of which five percent (5%) goes to the pension fund [or four point seven percent (4.7%) if the employee is a member of Plan "A"].

e) Emergency Travel Assistance:

The Employer will pay the premium costs of the plan. For eligible employees, coverage under Emergency Travel Assistance Program terminates when the insured reached 75 years of age.

f) Accidental Death and Dismemberment Plan:

The employee may pay the premium costs for optional coverage under the Plan.

49.03 1. The provisions of 49.02 (a) and (e) shall continue for employees who retire, except for:

- a) employees who transferred from Transport Canada to the OMCIAA on February 1, 1997, and who are eligible for the Public Service Health Care Plan;
- b) employees hired after October 30, 2014; and,
- c) seasonal employees.

2. For retirees covered by the provisions of 49.03 1., the employer shall pay the following cost of the premiums for coverage under 49.02 (a) and (e):

- a) two-thirds (2/3) for retirees on or before July 16, 2019; and,
- b) one-half (1/2) for employees who retire after July 16, 2019.

3. Employees retiring who are not covered by 49.03 2., shall have the opportunity to apply for benefits, through the service provider, as available. The full cost shall be absorbed by the retiree.

* * *

Article 50
Pensions

50.01 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 permanent employees who transferred from Transport Canada on February 1st, 1997 (Plan A);
- b) a defined contribution plan for all other employees including seasonal employees if they so opt; this plan will also be available to transferred employees at their option (Plan B).

50.02 The key provisions of Plan A are as follows:

- a) the pension benefit is two percent (2%) of the best six (6) years average pay for each year of pensionable service, minus, at age sixty five (65), zero point seven percent (0.7%) of the final three (3) years YMPE for each year of pensionable service;
- 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 five (5) years of pensionable service, without actuarial reduction;
- c) optional early retirement at age fifty (50) with actuarial reduction;

- d) survivor benefit for spouse in case of death;
- e) employees contribute seven point five percent (7.5%) of salary minus a two point eight percent (2.8%) C.P.P. offset; the Employer contributes the balance of the funding requirement;
- f) benefits are indexed based on the C.P.I. up to eight percent (8%) per annum.

50.03 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 benefit for spouse in case of death;
- d) employees contribute five percent (5%) of salary; the Employer contributes five percent (5%) of salary. Effective July 1, 2014 the Employer will match contributions of up to an additional three percent (3%) of salary made by employees who choose this option.

50.04 The pension plans described above are described in detail and governed by the "Supplemental Pension Plan for the Employees of the Ottawa Macdonald-Cartier International Airport Authority" text.

50.05 Both pension plans are to be administered by a Pension Committee which shall include elected employee representatives.

* * *

Article 51
Uniforms

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

51.02 The following outlines the clothing to be provided:

a) Duty managers

Initial issue:	Blazer	2
	Pants/skirts	4
	Shirts	8 (any combination of long or short sleeves)
	Scarves/ties	2
	Leather belt:	1
	ID pin	1
	Parka	1
	Gloves	1 pair
	Overshoes	1 pair

Replacement will be on an as required basis. Alterations required after initial fitting will be the responsibility of the individual.

Rain wear will be provided as required.

b) Trades persons/operators

Initial issue:	Pants/shorts	3
	Shirts	8 (any combination of long or short sleeves)
	Jacket	1
	Sweater	1
	Cap	1
	Parka	1

Replacement will be on an as required basis. Alterations required after initial fitting will be the responsibility of the individual.

Rain wear will be provided as required.

c) Canine Manager and Handlers

Initial issue:	Tactical pants	-every other year
	Tactical belts	-every other year
	Short sleeve tactical polo shirts	-every other year
	Long sleeve tactical polo shirts	-every other year
	Summer and Winter boots	-summer boots yearly/winter boots every two years
	Spring and Fall fleece	-lined jackets-as per wear
	Winter Insulated Jackets	-as per wear
	Spring and Fall Handlers gloves	-as per wear
	Winter gloves/mitts	-as per wear
	Winter toques	-as per wear
	Winter balaclava	-as per wear
	Rain gear	-as per wear
	Summer ball caps	-yearly

Replacement will be on an as required basis. Alterations required after initial fitting will be the responsibility of the individual.

Rain wear will be provided as required.

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

51.04 The Employer agrees to provide all of the required safety (protective) equipment, clothing and footwear.

51.05 The Employer will continue the practice of providing sunglasses for MDO's, Duty Managers and Electricians working airside.

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

51.07 The Employer will provide coveralls and laundry services for the coveralls on an as required basis.

* * *

Article 52**Tools**

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

* * *

Article 53**Travel**

- 53.01 Employees traveling for the purpose of conducting business on behalf of the Employer will be reimbursed actual and reasonable expenses incurred.

The Employer agrees to continue the current practice of providing advances for employees' expenses.

- 53.02 The Employer reserves the right to determine the timing and means of travel. An employee shall be reimbursed for the authorized use of the employee's vehicle at the rate of fifty cents (\$0.50) per kilometer. On call-backs, this will be up to sixty (60) kilometers each way.
- 53.03 Time spent in transit shall be treated as time worked. Time spent traveling to courses, training sessions, conferences and seminars shall not be paid unless the employee is required to attend by the Employer.
- 53.04 The Employer agrees to consult with the Union at least thirty (30) days prior to implementing any travel policy that may affect the members of this bargaining unit.

* * *

Article 54**Parking**

- 54.01 The Employer agrees to continue providing free parking to its employees during the term of this collective agreement.

* * *

Article 55**Physical Fitness Allowance**

The employer will pay each full-time employee two-hundred and fifty dollars (\$250.00) per year for activities that promote physical fitness. For greater clarity, these activities include, but are not limited to, membership at a gym facility, a pool complex, participation in organized sports or purchase of fitness equipment.

* * *

Article 56
Social Justice Fund

56.01 The Employer agrees to provide to the PSAC an annual contribution to the PSAC Social Justice Fund equivalent to one cent (1¢) per hour for all regularly-scheduled hours worked by bargaining unit employees (excluding overtime). The payment will be provided to the PSAC on December 31st of each year.

* * *

Article 57
Duration & Re-opener

57.01 This Collective Agreement will expire on June 30th, 2022.

57.02 This Agreement may be amended by mutual consent.

* * *

Signed at Ottawa this 29 day of the month of January 2021.

For the Public Service Alliance of Canada



Martin Mika
RVP Ontario UCTE



Tony Reece
Bargaining Team Member



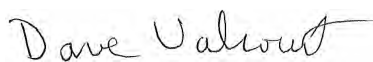
Neil Ristimaki
Bargaining Team Member



David Sauve
Negotiator PSAC

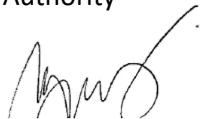


Alex Silas
REVP NCR PSAC



Dave Valcourt
Bargaining Team Member

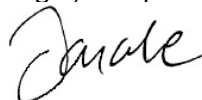
For the Ottawa Macdonald-Cartier International Airport Authority



Mark Faubert
Director, Human Resources



Erin Kelly
Manager, Compensation and Benefits



Mark Laroche
President and CEO



Marcel Mathurin
Director, Technical Services

* * *

Appendix A
Rates of Pay

Annual wage increases:

July 1, 2019 – 0%

July 1, 2020 – 0%

July 1, 2021 – 0%

Level	Points	Step 1	Step 2	Step 3	Step 4		
9	851 - 925	\$85,392	\$88,949	\$92,657	\$96,515		
8	776 - 850	\$80,908	\$84,279	\$87,789	\$91,449		
7	701 - 775	\$76,422	\$79,609	\$82,924	\$86,380		
6	601 - 700	\$71,939	\$74,934	\$78,057	\$81,310		
5	501 - 600	\$65,959	\$68,706	\$71,572	\$74,552		
4	426 - 500	\$59,981	\$62,479	\$65,082	\$67,795		
3	351 - 425	\$55,494	\$57,809	\$60,219	\$62,726		
2	276 - 350	\$51,011	\$53,135	\$55,351	\$57,657		
1	0-275	\$46,526	\$48,465	\$50,484	\$52,587		
CS-01							
		\$70,266	\$72,694	\$75,009	\$77,386	\$79,746	\$82,170
CS-02							
		\$81,256	\$83,612	\$85,965	\$88,318	\$90,672	\$93,085
AS-01							
		\$58,995	\$61,331	\$63,667	\$65,991	\$68,318	
EG-04							
		\$68,969	\$71,726	\$74,592	\$77,577	\$80,684	\$83,906
MAM-06							
		\$62,786					

* * *

Appendix B
Pay Notes

Pay Increments

1. 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.
2. An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until the employee reaches the maximum rate for the position. The pay increment period shall be one (1) year from the anniversary date in the position.
3. An employee appointed or reclassified to a position other than a higher rated position shall retain the employee's increment date.
4. Where an employee is appointed to a position outside the bargaining unit on an acting basis for a period of up to one (1) year the employee shall have the right to return to the employee's former position at the expiry of the acting appointment. When the employee returns to the former position, that employee shall receive the rate of pay to which the employee would otherwise have been entitled within the bargaining unit.
5. 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.
6. Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

Calculation of Weekly, Hourly and Annual Rates of Pay

7. For the purpose of this Agreement:
 - "weekly rate of pay" means an employee's annual rate of pay divided by 52.176;
 - "hourly rate of pay" means a full-time employee's weekly rate of pay divided by the normal number of hours in the employee's work week;

* * *

Appendix C
Letter of Understanding – Students

It is agreed that students are excluded from Article 3 - Union Recognition during the life of this Collective Agreement subject to the following conditions:

- a) Students are employees who are enrolled in and are returning to full-time attendance at a School, College or University.

- b) The total cumulative employment periods of students shall not exceed sixty (60) months/year.
- c) Upon request, the Union will be provided with the appropriate information in relation to the above.
- d) In the spring of each year, the Employer will communicate to employees its anticipated summer students needs.

* * *

Appendix D **Conversion Rules**

- 1) An employee reclassified to a level having the same or higher maximum rate of pay shall be paid at the step in the new pay scale which is nearest to but not less than the employee's current rate of pay.
- 2) (a) If an employee is reclassified to a level for which the maximum salary is less than the employee's current attainable maximum salary, the employee will retain their current classification and rate of pay. The employee will continue to receive negotiated economic increases and enjoy normal increment progression under the existing practice.

(b) The salary protection provisions described in (a) above will operate on a present incumbent only (PIO) basis, except for the CS1 and CS2 levels which will remain in effect.
- 3) MDO-4's (groundside) will be classified one level lower than airside MDO's until such time as the Joint Job Evaluation Committee evaluates their job. They will then be assigned to the classification level determined by the Committee.
- 4) On reclassification, the increment date of an employee shall not change, unless the employee's increase on reclassification is equal to or greater than the smallest increment in the new scale, in which case the employee's new increment date will become the effective date of the increase upon reclassification.
- 5) An employee whose position has been substantially modified since the time of its initial evaluation by the joint Job Evaluation Committee will have 60 days from the date of signing of this agreement to request a review by the joint Job Evaluation Committee, which will be supplied with written reasons for the requests. The joint JEC will undertake to re-evaluate the positions within 60 days from the date the employee's application is received.
- 6) Employees will have the right to appeal their reclassification in accordance with Appendix "C" of the previous collective agreement.
- 7) Conversion to the new classification system will be retroactive to January 1, 2004.

* * *

Appendix E
Letter of Understanding
Classification Review Process

The Employer undertakes to review on a priority basis any requests for reclassification that were discussed during Collective bargaining and which are submitted following ratification of the Agreement using the Job Evaluation Process agreed to by the parties in Article 46- Classification, Pay Administration, Pay Equity, and will respond within 30 days.

The Employer will cover the costs of any adjustments resulting from these reviews, which shall be retroactive to the date of ratification.

* * *

Appendix F
Letter of Understanding
Changes to Article 41.01 c) ii) of the Collective Agreement

The Employer confirms that the implementation of changes to Article 41.01 c) ii) of the Collective Agreement will be completed in part by the hiring of new employees and through the offering of shift schedule to existing employees in descending order of seniority.

The Employer further confirms that the new shift schedule will impact no more than one millwright and one electrician currently employed by the Airport Authority as of October 4, 2007 other than for operational requirements due to leave, training or temporary vacancy.

The Employer also agrees that the new shift schedule will be implemented only after adequate training has been provided to new employees.