

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**FORT MCMURRAY AIRPORT AUTHORITY**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1505**



**JANUARY 1, 2020 TO DECEMBER 31, 2024**

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## **PREAMBLE**

It is the desire of both parties to this Agreement to maintain, encourage and promote:

1. Harmonious relations and settled conditions of employment between the Employer and Union.
2. Joint discussions and negotiations on all matters pertaining to working conditions, employment, and services.
3. Safety, efficiency, and the highest degree of public service possible among the work force in all areas.
4. The morale, well-being, and security of all Employees in the Bargaining Unit of the Union and of the Fort McMurray Airport Authority.
5. The Employer and the Union agree that Fort McMurray Airport Authority Employee Handbook with the attached Appendices and Policies as amended from time to time and as published and circulated to all Employees in the Bargaining Unit will guide accountabilities and professional behaviour in the execution of daily responsibilities of all Bargaining Unit Employees in the workplace except where the Employee Handbook specifically provides that a particular Policy does not apply to the Employees in the Bargaining Unit.

## **ARTICLE 1 - TERM OF AGREEMENT**

- 01.01 This Agreement shall be binding and remain in effect from the date of ratification **January 1, 2020 to December 31, 2024** and shall continue from year to year thereafter unless either Party gives the other notice in writing, such notice shall state the change or changes requested.
- 01.02 Where notice to bargain amendments for a new Collective Agreement has been given, this Agreement shall continue in force and effect during the period that the Parties bargain for a new Collective Agreement.
- 01.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiation between the Employer and the Union at any time provided that both Parties agree.

## **ARTICLE 2 - DEFINITIONS**

- 02.01 Employer - Fort McMurray Airport Authority or its successor.
- 02.02 Union - Shall mean the Canadian Union of Public Employees, Local 1505 and shall be represented by the Local Executive and the Local Negotiating Committee. The Union shall have the right at any time to have the assistance of representative of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. This does not preclude the recognition granted under Article 11.
- 02.03 Employee - Any individual to whom the Collective Agreement applies.

- 02.04 Promotion - Shall be defined as the movement of an Employee to a permanent vacancy at a pay level higher than previously held by that Employee.
- 02.05 Demotion - Shall be defined as the movement of an Employee to a permanent vacancy at a pay level lower than previously held by that Employee.
- 02.06 Transfer - Shall be defined as the movement of an Employee to a permanent vacancy at a pay level equal to that previously held by that Employee and shall include a voluntary demotion to a lower pay level.
- 02.07 Employee Status
- 02.07.01 Probationary Employee - A newly hired Employee who is serving the required probationary period for a permanent position.
- 02.07.02 Permanent Full-Time Employee - An Employee hired on a permanent basis who has successfully completed their required probationary period and regularly works hours identified in Article 15 - Hours of Work.
- 02.07.03 **Permanent Part-Time Employee - An Employee hired on a permanent basis who has successfully completed their required probationary period and regularly works a minimum of twenty-four (24) hours but less than the hours worked by a Permanent Full-Time Employee.**
- 02.07.04 Seasonal Employee - An Employee who is hired for a period of six (6) months or less. Seasonal Employees shall be entitled to benefits upon completion of their probationary period but shall not be entitled to severance. **A Seasonal Employee hired for the following season** shall be eligible for recall for subsequent seasons.
- 02.07.05 Temporary Employee - An Employee hired for a **position temporarily vacant (such as replacing an employee on leave) while the vacancy exists, or temporary work** for a period no longer than six (6) months.
- 02.07.06 On-Call Employee - An Employee hired to meet a variety of circumstances such as overflow work situations and short-term absences to a maximum of forty-eight (48) hours worked per occurrence. This Employee may work on an as-needed basis with no guaranteed hours of work. An On-Call Employee is not entitled to any rights or benefits arising out of the seniority provisions of this Agreement. An On-Call Employee may be terminated at any time, without notice, by the Employer, except as provided for in the Canada Labour Code. An On-Call Employee's term of employment shall not exceed one thousand (1000) hours worked in one calendar year. An On-Call Employee shall not be used to avoid filling a permanent vacancy or newly created position.

The Union shall be informed of all hours worked by any On-Call Employees upon request to payroll.

02.07.07 Student Employees - An Employee who is scheduled to attend an educational institution within four (4) months of their hire.

02.07.08 Term Employee - An Employee who is hired on a non-permanent basis for a specified term or project. Conditions of employment including any extension of the term shall be mutually agreed upon by the Employer and Union on a case-by-case basis.

02.07.09 Acting Capacity - An Employee working in another classification, other than their own, on a relief or temporary basis.

02.08 AWOL (Absent Without Leave)

An Employee absent from work in excess of three (3) days without sufficient cause or without notifying the Employer (unless such notice was not reasonably possible) will be considered to have terminated their employment.

**ARTICLE 3 - RECOGNITION**

03.01 The Employer recognizes the Canadian Union of Public Employees, Local 1505 as the sole and exclusive Bargaining Agent for all Employees covered by the Agreement, in accordance with the Certificate No. 7727-U issued by the Canada Industrial Relations Board and all subsequent amendments thereto.

03.02 Non-Bargaining Unit Employees of the Employer shall not do work normally performed by Bargaining Unit Employees that results in the layoff of permanent Employees or loss of normal hours of work or pay of permanent Employees.

03.03 The Employer shall not enter into any agreement with any individual Employee or group of Employees in the Bargaining Unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.

03.04 The Parties hereto recognize Federal Legislation respecting human rights and civil liberties and specifically the Employer shall not exercise or practice discrimination with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, recall, discipline, discharge, classification or otherwise, by reason of age, race, creed, colour, national origin, marital status, place of residence, religion, sexual orientation, gender, gender expression, physical and/or mental disability, or by reason of their membership or activity in the Union, except where otherwise provided for by the provisions of this Agreement, including the requirements of positions covered by this agreement, or by countermanding legislation.

03.05 Respectful & Ethical Workplace

The Employer and the Union agree that they must work together to provide a safe and healthy workplace and agree that it is the shared responsibility of the Union and the Employer to maintain an exemplary work environment. Both the Employer and the Union shall require all Bargaining Unit Employees to conduct themselves in an ethical and professional manner at all times and adhere to the FMAA Respectful & Ethical Workplace Policy and other Policies in the Employee Handbook covering the conduct of Employees In the workplace subject always to the rights of Employees in the Bargaining Unit

to the Grievance Procedures as set out in this Collective Agreement but including the reporting of any non-compliant conduct, the obligation to investigate such reports and the consequences flowing from such reporting.

#### **ARTICLE 4 - UNION SECURITY**

- 04.01 All Employees covered by this Agreement, as a condition of continued employment shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future Employees shall, as a condition of continued employment, become and remain members in good standing in the Union immediately upon hire.

#### **ARTICLE 5 - CHECK OFF OF UNION DUES**

- 05.01 The Employer shall deduct from every Employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and/or Bylaws and owing by the Employee to the Union.

Deductions shall be made from each pay, and the dues shall be forwarded to the Secretary Treasurer of the Union once a month, not later than the tenth (10th) day of the month, accompanied by a list of names, classifications, hourly rate and hours worked of Employees.

- 05.02 The Employer shall advise the Union of the changes; telephone numbers and addresses of Employees as soon as practical which in no case will be later than the following pay period following the receipt of the change.
- 05.03 The Employer will acquaint new Employees with the fact that the Collective Agreement is in effect and that new Employees are required to become members of the Union and to pay dues as set forth in the Agreement. The Employer will provide to new Employees an orientation package as will be provided by the Union.
- 05.04 The Parties agree to share the cost of printing this Agreement on a fifty/fifty (50/50) basis. The final draft and the type of booklet shall be approved by both Parties prior to printing.
- 05.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall provide, in a format acceptable to Revenue Canada - Taxation, a statement of the amount of Union dues paid by each Union member in the previous year.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

- 06.01 The Employer reserves and retains solely and exclusively all rights to manage the Airport and direct its workforce except to the extent that such rights are expressly defined by specific Articles of this Collective Agreement.

## **ARTICLE 7 - EMPLOYER/UNION COOPERATION**

- 07.01 The Parties to the Agreement recognize the mutual benefits from joint consultation on matters of mutual interest or concern.
- 07.02 The Labour/Management Committee shall be comprised of equal representation up to three (3) representatives each of the Union and the Employer.
- 07.02.01 The committee shall meet bi-annually unless otherwise agreed, at a mutually agreeable time.
- 07.02.02 Members of the committee shall receive notice at least five (5) business days prior to the meeting.
- 07.02.03 Agenda items will be exchanged at least forty-eight (48) hours before the meeting.
- 07.02.04 The Committee shall have the authority to review and discuss matters of mutual concern, and make recommendations to their respective principals, the parties further agree that the Committee shall have no power to add, detract or modify the terms of the Collective Agreement.
- 07.02.05 An Employer and Union representative shall alternate as joint chairs in presiding over meetings.
- 07.02.06 The Union representatives shall include the Unit Chairperson (or another designated FMAA Employee), and one of Local 1505's Executive, and the CUPE National Representative on the request of the Union.
- 07.02.07 Minutes shall be prepared, as promptly as possible following the meeting, and shall not be distributed until approved by the joint chairs.
- 07.02.08 Additional meetings may be requested by either party to discuss matters of mutual concern. The additional meeting shall be held at a time and place fixed by mutual agreement. The meeting must be held not later than ten (10) calendar days after the request.
- 07.03 Employees shall not suffer any loss of pay for time spent attending such meetings.

## **ARTICLE 8 - ANNUAL REPORTING AND PUBLIC DOCUMENTS**

- 08.01 Subject to any restraint imposed by statute or corporate policy of confidentiality, the Employer will provide the Union with annual reports and public documents.

## **ARTICLE 9 - SENIORITY**

- 09.01 Seniority shall be defined as the length of continuous service. Where two (2) or more Employees have the same seniority date, the Employee with the lower payroll number shall be deemed to be senior.

09.02 Employees shall gain seniority only after completion of their probationary period.

09.03 Seniority List

The Employer shall maintain a seniority list showing the name, address, phone number, and date upon which each Employee's service commenced and their classification. The Employer shall provide a copy of the seniority list to the Union twice a year in January and June.

09.04 Conversion of Seniority

For the purpose of comparison of seniority with that of Permanent Full-time Employees, the seniority of Permanent Part-time Employees shall be converted by adding the hours paid by the Employer to date and dividing the total by the daily full-time paid hours worked in their current position. For the purposes of this clause, unpaid leaves of absence, periods of Short-Term Disability during which the Employer makes no contribution to earnings, Workers' Compensation, Long Term Disability, vacation pay payout to a Permanent Part-time Employee or overtime shall not be counted as "hours paid by the Employer."

09.05 Probation of Newly Hired Employees

All newly hired Employees shall be on probation for a period of **fifty-five (55) days worked** from the date of hire into that position. This may be extended for a maximum of a further **fifty-five (55) days worked** by mutual agreement between the Employer and the Union. The seniority date is the date of hire. During the probation period, such Employees shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge or accumulation of seniority. Employment of a probationary Employee may be terminated during the probation period without recourse to the grievance procedure unless the Union claims discrimination as noted in Clause 03.04 as the basis of termination.

Probationary Employees **shall** be evaluated in writing **on or after twenty (20) days worked on or after forty (40) days worked** and at the end of the probationary period. In the event that the probationary period is extended, further evaluations in writing shall be done bi-weekly and at the end of the extended probationary period. A copy of **each** evaluation shall be given to the Employee.

09.06 Loss of Seniority

An Employee shall not lose seniority if they are absent from work because of sickness, accident, temporary layoff, or leave of absence approved by the Employer.

An Employee shall lose their seniority in the event:

09.06.01 they are discharged for just cause and are not reinstated,

09.06.02 they resign in writing or verbally and are not reinstated within forty-eight (48) hours,

09.06.03 they terminate their employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible,

09.06.04 they refuse to return to work within five (5) days of this recall,

09.06.05 they are laid off for a period longer than twelve (12) months.



## **ARTICLE 10 - FILLING OF JOB VACANCIES AND STAFF CHANGES WITHIN THE BARGAINING UNIT**

- 10.01 Vacant permanent, vacant seasonal or newly created positions which the Employer wishes to fill, will be posted for a minimum of ten (10) days and provided to the Union and all Employees at their work email addresses. To qualify, applications **must** be received before the closing date as provided for in the posted notice.
- 10.01.01 In the event a permanent position has become vacant and has not been filled within six (6) months of the vacancy, the Union, upon request to the Employer, shall receive a verbal summary of the status of the competition and the reasons for the delay in filling the position.
- 10.02
- 10.02.01 In assessing the required qualifications of applicants, the Employer shall consider each individual's skills, knowledge, aptitude, fitness, and seniority for the vacant position. Posted notices shall contain at least the following information:
- i. job title and nature of position
  - ii. qualifications required
  - iii. knowledge and education
  - iv. skills, shift, hours of work, wages
  - v. established job descriptions shall apply
- 10.02.02 In making appointments to vacant or newly created positions within the jurisdiction of the Bargaining Unit it is agreed that where the required qualifications of two (2) or more applicants are approximately equal, seniority shall govern.
- 10.02.03 Where a job vacancy falling under the scope of this Agreement is posted under Article 10.01, qualified applicants from within the Bargaining Unit shall be interviewed and assessed before external applicants are considered.
- 10.02.04 In filling positions, the Parties agree that job opportunity should increase with seniority.
- 10.02.05 If there are no qualified applicants for a permanent vacancy, the position **may be** posted as "Training or Experience Opportunity". The Employer, in consultation with the Union, **shall determine the qualifications to be waived and** fill the vacancy as per Article 10.01. The successful **applicant** must meet the job qualifications as specified in the position description within one year of obtaining this position.
- 10.03 A promoted or transferred Employee shall serve a trial period of ninety (90) calendar days, not to include any Employee in an Acting Role, at which time the Employee will be confirmed in the position or returned to their prior position either at the Employee's request or the Employer's.
- 10.04 When applying on internal competitions the following conditions will apply and applicants will be considered in this order:

10.04.01 **permanent** employees who have successfully completed the probation or trial period of the current position and not changed positions within the last six (6) months,

10.04.02 **applicants who are on probation or a trial period, or who have changed positions in the last six (6) months may be considered in consultation with the Union,**

10.04.03 **non-permanent employees.**

10.05 The Employer shall promptly submit to the Union information respecting all job postings, appointments, hirings, layoffs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

10.06 Job Education and Training

The Employer shall maintain a training program to ensure the increased knowledge, experience, and skills of all Employees, in a fair and consistent manner having due regard to their seniority, to enable them to improve their job performance and to apply for vacancies in a higher or different classification.

10.07 Modified Work and Accommodation

Modified work is defined as work that the Employee has the ability to perform based on their illness or injury.

Modified work is planned in consultation with the Employee, **Employer and Union based on information provided by a** Medical Practitioner, WCB or Insurance Carrier provided any medical and/or insurance plan approval is met.

This may involve modification to current job duties or an assignment to other work within the organization. Where the Employee is directed by the Employer to perform light duty, the Employee shall not suffer a reduction in their rate of pay.

**Accommodations will be determined in consultation with the Employee, Employer and Union as required by the duty to accommodate under Canadian Human Rights legislation.**

**ARTICLE 11 - ACTING**

11.01 Acting Opportunities

When Employees are temporarily placed into a higher classification in acting capacity, they shall be paid according to the classifications established pay rate from the first day of appointment.

11.02 Acting opportunities, based on operational needs, shall be offered to an able, qualified, and willing Employee within their established reporting structure as aligned with the most current organizational charts.

### 11.03 Acting Pay

When an Employee temporarily substitutes for a continuous period of one (1) or more shifts in a higher paying position, they shall receive the higher rate for those hours worked in the higher position. When the Employee returns to their regular job, they shall return to their regular rate. When an Employee is assigned to a position paying a lower rate, their rate shall not be reduced.

- 11.04 When Employees have been seconded to a position outside the Bargaining Unit, their rights to the Collective Agreement shall be suspended, except for seniority, until their return into the Bargaining Unit. This out-of-scope position shall last not more than twelve (12) consecutive months for them to retain their accrued seniority and re-enter the Bargaining Unit. Union dues shall be paid by the Employee during this secondment.

## **ARTICLE 12-LAYOFFS AND RECALLS**

### 12.01 Layoff Defined

A layoff shall be defined as a temporary severance of the work employment relationship, or a permanent reduction of the workforce.

### 12.02 Role of Seniority in Layoffs

In the event of a layoff, Employees shall be retained in the order of their Bargaining Unit wide seniority provided they have the required qualifications to fill the positions available.

- 12.03 Where the layoff is expected to be in excess of sixty (60) days, Employees will receive twenty (20) days' notice or pay in lieu.

- 12.04 The most senior Employee laid off who has the required qualifications will be the first recalled to a permanent position, provided they have retained their accrued seniority.

- 12.05 No Employees shall be hired until those laid off who have the required qualifications to fill the position available have been given the opportunity of recall. A laid off Employee shall be eligible to be recalled to a permanent position for a period of twelve (12) months.  
Employees on layoff shall be eligible for recall to non-permanent positions in accordance with the following:

12.05.01 the Employee has the required qualifications to fill the non-permanent position,

12.05.02 there shall be no adjustment to the twelve (12) months recall period due to any non-permanent employment,

12.05.03 if no permanent employment is available after twelve (12) months of layoff from the Employee's position, the Employee shall be removed from the recall list. The Employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.

12.06 Grievances concerning layoffs and recalls shall be initiated at the level of a Policy Grievance.

12.07 Severance

Permanent Employees (temporary, seasonal, on-call excluded) who are permanently laid off shall receive four (4) weeks regular pay for each year of service.

In no case shall such severance exceed twelve (12) months' pay. Employees accepting such severance shall waive any right to recall.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

13.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards.

The Steward shall assist any Employee, which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

13.02 Grievance Defined

13.02.01 Individual Grievances: relating to, or affecting, a specific Employee or Employees individually.

13.02.02 Policy Grievances: directly relating to or affecting two (2) or more Employees, or grievances involving a question of general application or interpretation relating to this Agreement. Policy Grievances may only be submitted by the Union Executive.

13.03 Grievance Stages

13.03.01 Complaint Stage

An Employee, with or without the assistance of a Union Steward, shall endeavour to resolve their complaint informally by discussion with their Department Supervisor or designate.

13.03.02 Stage 1

If the complaint is not resolved, the Union shall submit the grievance in writing to the Human Resources Manager within fourteen (14) days of receiving the decision of the Department Supervisor. After the matter is submitted in writing the Parties shall meet within fourteen (14) days to endeavor to resolve the grievance.

13.03.03 Stage 2

If the grievance is not resolved at Stage 1, the Union shall submit the grievance in writing to the Vice President, Operations within fourteen (14) days of receiving the decision of the Human Resources Manager. After the matter is submitted in writing, the Parties shall meet within fourteen (14) days to endeavor to resolve the grievance.

#### 13.03.04 Stage 3

In the event that the grievance is not resolved at Stage 2, the Employee or the Union Steward shall present the grievance in writing to the Chief Executive Officer within fourteen (14) days of receiving the decision of the Vice-President Operations. After the matter is submitted in writing, the Parties shall meet within fourteen (14) days to endeavor to resolve the grievance.

#### 13.03.05 Arbitration

In the event the Parties cannot resolve the matter, within thirty (30) days of receiving the decision of the Chief Executive Officer, the grievance shall be submitted to arbitration. Failure to advance the grievance to arbitration within the prescribed timeline, the grievance shall be deemed abandoned.

- 13.04 When the grievance is submitted to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Party referring the matter to arbitration. Within fourteen (14) days thereafter, the other Party shall advise the first Party of the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select a third person who shall be Chairman of the Arbitration Board.
- 13.05 If the Party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairman within fourteen (14) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either Party.
- 13.06 The Arbitration Board shall determine its own procedure and shall give all Parties the opportunity to present evidence and make representations.
- 13.07 The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the Union and the Employer and upon any Employee affected by it. The decision of a majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs, and it is then deemed to be the award of the Board.
- 13.08 Each of the Parties of the arbitration shall bear the cost of the representative appointed by it and shall jointly bear the expenses of the Chairman of the Arbitration Board or of a single Arbitrator.
- 13.09 The Board of Arbitration or a single Arbitrator shall not alter, modify, add to, delete, or amend any part of this Agreement.
- 13.10 The Parties to this Agreement recognize that an Employee may be disciplined or discharged for just cause. Should an Arbitrator or Arbitration Board find there was insufficient cause for the disciplinary action, or the penalty imposed was unreasonable, the Board may:

13.10.01 Direct the Employer to reinstate the Employee and pay to the Employee such damages for lost wages as deemed reasonable, taking into consideration the Employee's obligation to mitigate such losses; or

13.10.02 Make directives varying the penalty as it considers reasonable in the circumstances.

13.11 The time limits fixed in the arbitration and grievance procedure may be extended by written consent of the Parties to this Agreement.

13.12 The Parties may, by agreement, vary the foregoing procedure through the use of mediation, and/or the appointment of a sole Arbitrator, in their attempts to resolve a grievance.

#### **ARTICLE 14 – DISCHARGE, SUSPENSION AND DISCIPLINE**

14.01 With the exception of verbal warnings, discipline shall be in writing with a copy provided to the Union.

14.02 In cases of discharge, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or Arbitration Hearing, subject to Article 14.06, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

14.03 Disciplinary action shall be taken in a timely fashion.

14.03.01 When the Employer deems it necessary to discipline an Employee, notice of discipline shall be given to the Employee and the Union within ten (10) calendar days of the complaint coming to the attention of the Airport management.

14.03.02 Where disciplinary action cannot be determined within this time period, the Employer shall inform the Employee and the Union in writing within five (5) calendar days of the complaint coming to the attention of Airport Management, a notice of investigation and that further action may be taken. Any further action must be taken by Airport Management as soon as possible and in any event no longer than ninety (90) calendar days of the complaint commencing the investigation. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

14.03.03 Where discipline, discharge or suspension is to occur under 14.03.1 or 14.03.2 above, all meetings with the Employee shall occur in the presence of a Steward at which time the reason(s) for such actions shall be given.

14.04 An Employee shall have the right at any time by appointment to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.

14.05 The record of an Employee shall not be used against them at any time after thirty-six (36) months following any disciplinary action, including letters of reprimand or any adverse reports, provided there has not been a further infraction. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

## **ARTICLE 15 - HOURS OF WORK**

- 15.01 A regular work week for payroll and scheduling purposes shall commence with the first shift on Friday and terminate with the last shift on the following Thursday.

The regular workday shall be seven and one half (7½) or eight (8) consecutive hours, excepting meal breaks, between the hours of 7:00 a.m. and 5:00 p.m., Monday to Friday with Saturday and Sunday off.

Meal break shall be either one (1) hour unpaid or where the Employer requires an Employee to remain on duty during the meal break, the break shall be one half (½) hour paid. The Parties agree that Employees may have the option of a thirty (30) minute unpaid meal breaks when agreed to by the Employer.

- 15.02 Schedules shall be posted a minimum of seven (7) days in advance.
- 15.03 A shift premium of two dollars (\$2.00) per hour will be paid for all regular hours scheduled outside of 6:00 a.m. and 6:00 p.m., Monday to Friday shift premium shall not be paid for overtime hours.
- 15.04 Changes to the posted schedule, pursuant to Article 15.02, shall attract overtime for those hours worked outside the posted hours.
- 15.05 Employees required to be available on standby during off duty hours shall be entitled to a standby payment of two dollars (\$2.00) per hour for a minimum of eight (8) hours.
- 15.06 Nothing in this Agreement shall be considered a guarantee of work or of hours of work per day or per week.
- 15.07 The Employer may introduce ten (10) hour and twelve (12) hour shifts that are in compliance with Appendix B & C or such other arrangements as are agreed.

## **ARTICLE 16- OVERTIME**

- 16.01 Overtime Defined

Overtime means authorized work performed in addition to a full-time Employee's normally scheduled workday or workweek. Overtime shall be calculated at one and one-half (1 ½) times the normal rate of pay for the first **two (2) hours** and two (2) times the normal rate of pay for all following hours unless otherwise indicated. For the purpose of recording overtime, it will be rounded to the next fifteen (15) minutes.

- 16.02 Part-time/On-Call Employees

For the purpose of qualifying for overtime compensation, a part-time Employee's workday or workweek is required to be that of a permanent Employee whose position is similarly classified.

16.03 Days of Rest

Overtime shall be at one and one-half (1½) times the normal rate of pay for the first **two (2) hours** and (2) times the normal rate of pay for all following hours for work on the Employee's day of rest.

16.04 Call Out

An Employee who has completed their normal shift and left the worksite and who is called out to perform, overtime work shall be paid a minimum of three (3) hours at the applicable overtime rate.

16.04.01 This Clause will only come into effect once in any three (3) hour period. Under no circumstances will the Employer pay for the same hour twice.

16.04.02 In order to be eligible for call out work, Employees must reside within a thirty (30) minute travel time radius of the Airport.

16.05 If any Employee is required to work eight (8) or more consecutive hours of overtime, they shall receive at least eight (8) hours rest, not including travel time to and from home, before commencing their next regular shift and failing that, the Employee shall continue to receive the applicable overtime rate for all hours worked.

16.06 No Lay Off to Compensate for Overtime

If an Employee works some or all of the period prior to a regular shift, and is directed by the Employer to obtain rest, the Employee will not lose pay for those regular hours.

16.07 Overtime Meal Breaks

An Employee called out to work overtime shall be eligible for one-half (½) hour meal break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime work is to continue and at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue.

16.08 An Employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of their regular hours of work shall be eligible for a meal breaks without loss of pay at a time mutually agreed between the Employee and their immediate Supervisor.

16.09 An Employee required to work overtime, following the completion of their regular hours of work, which continue in excess of two (2) hours shall be eligible for one-half (½) hour meal break without loss of pay at a time mutually agreed between the Employee and their immediate Supervisor. In the event overtime continues, such an Employee shall become eligible for further meal breaks without loss of pay at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this Clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.



- 16.10 Suitable paid break periods will be provided for Employees working overtime at the discretion of Airport Management. Such discretion shall be exercised in a reasonable manner giving due regard to the nature and progress of the work being done.
- 16.11 The Employer shall distribute overtime opportunities by using the "Over Time Sign-up List" according to a rotating list in order of seniority. The first person on the list shall be given first opportunity and move to the bottom of the list only if they accept. Two (2) attempts, at least five (5) minutes apart, will be made to contact the Employee on their primary and alternative phone numbers; a voicemail will be left on the Employee's primary phone number if able. The Employer shall maintain up-to-date records of overtime worked. No Employee shall be required to work overtime when other qualified Employees are willing and available to work.

#### **ARTICLE 17- HOLIDAYS**

- 17.01 The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Heritage Day (first Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

In the event the Federal Government proclaims a holiday in February, such holiday will replace Family Day. If the Federal Government proclaims any other holidays they shall be added to the above list.

- 17.02 Qualification for Payment on Holidays

Qualification for payment of holidays as per the Canada Labour Code. **Where an Employee is required to work on the negotiated holiday they shall, in addition to holiday pay, be paid the applicable overtime pay for all hours worked on that shift.**

- 17.03 An Employee who has a statutory holiday fall on a scheduled day off or an Employee who has a statutory holiday fall on a vacation day, shall have the option of rescheduling the holiday to a mutually agreed date or having the hours banked at straight time with thirty (30) days' notice and must be taken by December 1 of the calendar year or it will be paid out. The Parties recognize that operational requirements may impede the ability to schedule statutory holidays.

## **ARTICLE 18-VACATIONS**

- 18.01 A Permanent Full-time Employee shall receive the following annual vacation following successful completion of probation.

<b>Vacation Entitlement</b>				
<b>Number of Anniversaries of Employment</b>	<b>Employees working 37.5 hours per week</b>	<b>Employees working 40 hours per week</b>		<b>Employees working 42 hours per week</b>
	<b>7.5-hour shifts</b>	<b>8-hour shifts</b>	<b>10-hour shifts</b>	<b>12-hour shifts</b>
<b>Up to 4</b>	<b>112.5</b>	<b>120</b>	<b>120</b>	<b>126</b>
<b>5, 6, 7, 8 and 9</b>	<b>150</b>	<b>160</b>	<b>160</b>	<b>168</b>
<b>10, 11, 12, 13 and 14</b>	<b>187.5</b>	<b>200</b>	<b>200</b>	<b>210</b>
<b>15 and over</b>	<b>225</b>	<b>240</b>	<b>240</b>	<b>252</b>

The above shall be lengthened by one (1) workday for every negotiated holiday which occurs during the period of vacation.

Employees shall not accrue annual leave when their wages are being paid directly from the insurance company or W.C.B. for absences of ten (10) or more working days.

- 18.01.01 Any Employee leaving the service during the first year of employment shall be paid six percent (6%) of their regular earnings for the time worked.

- 18.01.02 Any Permanent Full-time Employee leaving the service after having served one (1) year shall receive their pro rata portion of holiday pay computed in accordance with the above schedule.

- 18.01.03 All part-time Employees shall be paid the appropriate percentage of the above schedule based on their calculated seniority as per Article 09 either upon termination of employment or on their anniversary date.

- 18.01.04 All Permanent Part-time Employees shall be entitled to either Clause 18.01.03 above, or the appropriate allotment of annual vacation.

### **18.02 Calculation of Vacation Pay**

Vacation pay shall be at the normal rate of pay earned by the Employee during that vacation period. Employees will be entitled to carry over one (1) week of vacation with management approval.

### **18.03 Preference in Vacations**

An Employee shall be granted a vacation period subject to the normal operational requirements of the Employer. Preference where practical will be given to more senior Employees for up to their first three (3) weeks of vacation.

An Employee may take their vacation at any time during the calendar year subject to the following:

18.03.01 Prior to January 15th of each year, each department shall post a sign-up list and all permanent Employees with continuous service shall indicate their desired vacation period to be taken in the current year. The Employee's request shall be submitted prior to February 28.

18.03.02 By April 1<sup>st</sup> a finalized schedule of approved vacation shall be posted taking into consideration the wishes of the Employees on the basis of seniority and the operational needs of the department.

18.03.03 If no preference is indicated by the Employee prior to February 28<sup>th</sup>, vacation leave request will be considered on a first come first serve basis, subject to the operational requirements of the Employer.

18.03.04 Any Employee who request changes, or additions, to finalized schedule shall forward the request to their Supervisor at least three (3) weeks prior to the requested change date. The Supervisor or designate, shall respond within seven (7) days indicating whether or not the request has been approved. Request cannot affect other Employees' approved vacations.

18.03.05 Request will only be approved on actual accumulated vacation or banked time available.

#### 18.04 Illness During Vacation Period

If an Employee is **admitted to hospital or quarantined** while on their earned vacation, the day(s) of illness shall not be considered as vacation but shall be considered as sick time if they produce a certificate signed by a qualified medical practitioner.

18.05 An Employee who suffers the death of a member of their immediate family during their vacation shall, at their discretion, be entitled to Bereavement Leave as per Clause 20.05, and such leave taken shall not be considered as vacation.

### **ARTICLE 19 - SICK LEAVE PROVISIONS**

#### 19.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment of a qualified medical practitioner or dentist. The Parties agree that sick leave payments are intended only for protection of the income of Employees who are unable to work for these reasons.

19.02 An Employee having served thirty (30) calendar days service shall accrue one and one-half (1½) days per month with pay for sick leave. Any unused sick leave will accrue to a maximum of sixty (60) days.

Employees must report their inability to work due to illness to their Supervisor or the person designated to receive such reports before the start of their work or as soon as reasonably possible after work begins.

#### 19.02.01 Proof of Illness

An Employee may be required by Airport Management to produce a certificate from a duly qualified Medical Practitioner or dentist for any illness of three (3) working days or more certifying that such Employee is unable to carry out their duties due to illness. Employees absent from work due to illness in excess of three (3) working days may be required to produce a Medical Practitioner Certificate certifying their inability to work on the fourth (4th) day of illness. The Employer may cover the costs incurred to acquire the certificate. It is the Employee's obligation to keep the Supervisor informed of the status of illness (inability to work) on a weekly basis or as the situation may warrant.

19.02.02 Failure to report or late reporting may result in their being considered AWOL even if a Medical Practitioner's Certificate is produced later.

In considering an Employee being AWOL, etc., for failure to report and/or produce certificates as per the above reporting procedure allowance will be given for any extenuating circumstances, medically or otherwise, which prevents the Employee from reporting on time.

19.02.03 Failure to comply with any of these requisites shall result in loss of pay for the days of absence; continued malpractices in this regard will result in more serious discipline and may lead to termination of employment.

19.03 Notwithstanding the provision of Clause 19.04.03, any Employee whose services are being continued after they have reached an age **where certain disability benefits are no longer available to them** and, who suffers any general illness that causes them to be absent from duty, **shall use any unused sick leave and vacation before requesting leave without pay. A request for leave will be accompanied by a Medical Practitioner's Certificate indicating the employee is likely to return to work in the foreseeable future.**

#### 19.04

19.04.01 If an Employee is eligible to receive Workers' Compensation, they shall not be allowed leave with pay while such compensation is available to them. An Employee may arrange bridging, up to an amount not exceeding their current **sick** leave accrual, to provide them with income while awaiting payments for the Workers' Compensation Board. The Employee shall be required to assign the anticipated payment from Workers' Compensation Board to the Employer if bridging is to be arranged.

19.04.02 If an Employee is not eligible to receive Workers' Compensation, the Employee shall receive full pay from their sick leave accrual **for each workday in the next seven (7) calendar** days and **shall** have one (1) full day deducted from their sick leave bank for each day they are unable to work.

19.04.03 If the absence extends beyond seven (7) calendar days, the Employee shall on the eighth (8th) calendar day of absence apply for **Short Term Disability**, with the Employer's **or Union's** assistance. Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents them from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms to the Employee in an expedient manner. **An Employee may**

arrange bridging, up to an amount not exceeding their current sick leave accrual, to provide them with income while awaiting Short Term Disability payments. The Employee shall be required to assign the anticipated payment from Short Term Disability to the Employer if bridging is to be arranged.

The Employee shall, effective the sixth (6th) day of work absence, receive the greater of:

- i. Net pay from **Short Term Disability** and other sources as applicable, after all required deductions, equal to the net pay they would normally receive generated by pay for their regular scheduled hours of work, or,
- ii. The benefit from **Short Term Disability**, less all required deductions, until their sick leave accrual as defined in Clause 19.02 is exhausted in accordance with Clause 19.04.05

19.04.04 While the Employee is on full net pay from **Short-Term Disability** and sick leave accrual, they shall be considered on leave with pay and shall be entitled to all rights, benefits, and accruals under this Agreement.

19.04.05 While receiving full net take home pay from **Short-Term Disability** and their sick leave accrual, the Employee's accumulated sick leave bank shall decrease by one-third (1/3) of a full day's sick leave for each day's absence.

- i. While the Employee is receiving sick pay, **Short-Term Disability** benefits will be assigned to the Employer. After the Employee has used their sick leave accrual, the Employer shall redirect the **Short-Term Disability** benefits to the Employee.
- ii. If an illness is such that it requires an Employee to be off work longer than one-hundred-twenty (120) consecutive calendar days, the Employee shall apply for Long Term Disability with the Employer's or Union's assistance.

19.05 An Employee who, after a period of sick leave on part pay or without pay, returns to duty on a Monday or Tuesday following a negotiated holiday, shall revert to full pay effective the preceding Sunday.

#### 19.06 Illness in the Family

Where no one living or residing at home other than the Employee can provide for the needs during illness of an immediate member of their family, an Employee shall be entitled, after notifying Airport Management, to use a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill.

#### 19.07 Sick Leave During Lay Off

When the Employee is laid off on account of lack of work, they shall not accrue sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of lay off for such period of time that they retain their seniority.

19.08 An Employee returning from an illness or injury shall return to their former position or equivalent position if they are able or to a vacant position which they are able to perform.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 An Employee shall use a leave of absence only for the purpose for which it was granted.
- 20.01.01 Except where an Employee is under an Attendance Management Program an Employee shall be entitled to leave with pay of up to two (2) hours for a local dentist or physician's appointment which they could not schedule outside of working hours. The Employee will return to work after the appointment if their shift has not concluded or forfeit their pay for such leave.
- 20.01.02 An Employee who is referred to a specialist or orthodontist by their local physician or dentist out of the Municipality of Wood Buffalo may utilize up to two (2) sick days per occurrence to attend to such appointments if they cannot be scheduled on days off.
- 20.02 An Employee on a leave of absence without pay which is in excess of ten (10) consecutively scheduled workdays or shifts shall retain all annual vacation and sick leave accruals to their credit. Any further accruals and Employer contributions to the benefit plans shall cease for the total period of the leave.
- 20.03 The Employer shall grant leave of absence with pay to the Employees representing the Union in accordance with the provisions:
- 20.03.01 In the event that an Employee is elected or appointed to the Negotiating Committee for the Union, they shall be granted leave at their regular rate of pay for the purpose of attending Joint Collective Bargaining, Conciliation or Mediation Meetings with the Employer in the establishment of a new Collective Agreement. It is understood that no more than one (1) Employee from the Union will be granted leave with pay for the purpose of attending such meetings on behalf of the Union and that the applicable management will be advised in writing of the names of the elected or appointed Employees at least thirty (30) calendar days prior to the termination date of the Collective Agreement. In the context of the above part days are considered as full days.
- 20.03.02 Subject to operational requirements a second Employee may be granted an unpaid leave to attend negotiations.
- 20.03.03 If an accredited representative of the Union is required to meet with the Employees' representatives or attend a meeting to discuss a grievance during working hours, they shall be granted leave with pay subject to suitable arrangements with Airport Manager or designate concerning their own work responsibilities. The Employee who is grieving shall be granted leave with pay to attend such meeting.
- 20.03.04 Leave of absence with pay shall be for those regular hours the Employee normally would have worked had they not been required to meet with the Employer.
- 20.04 An Employee elected as a delegate to Union conventions, seminar, or training sessions shall be granted leave of absence and they shall continue to receive their regular pay and benefits. The Union shall reimburse the Employer for all such pay and benefits when billed by the Employer. Leave of absence for these events shall be requested at least ten (10) working days in advance to the Employees immediate

Supervisor. At no time shall more than one (1) Employee be absent on leave with or without pay on Union business.

20.05 Bereavement Leave

A permanent or probationary Employee at their discretion shall be granted up to four (4) regularly scheduled consecutive workdays leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law partner. Where the burial occurs outside the Province, such leave shall be extended to provide the reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.

20.06 At the discretion of the Employer, leave with pay may be granted to a permanent or probationary Employee in the event of critical illness of the Employee's partner, child, or close relative. The Employer may decide that the leave is more appropriate under the provisions to Clause 19.06.

20.07 Pallbearer's Leave

One (1) day's leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.

20.08 Witness and Jury Duty

An Employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during their regular hours of work, shall be allowed the required time off without loss of pay at their regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid to the Employee for such an appearance is given to the Employer. The Employee is responsible to provide proof for payroll.

20.09 Emergency Leave

Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

20.10 An Employee shall, at their discretion, be granted up to three (3) days leave of absence with pay to attend to the delivery of their child, or alternately to receive their partner at home who has given birth. These days need not be consecutive.

20.11 Leave of absence with pay for other matters of mutual concern may be made at the Employer's discretion.

20.12 Individual Employees may apply in writing for leave of absence without pay. Such leave, when granted, shall be without loss of seniority. The written consent shall state the dates of which the leave of absence begins and ends.

Subject to thirty (30) calendar days' notice, where possible, and to the efficient operation of the Fort McMurray Airport Authority not being unduly restricted, the Employee shall be granted leave.

#### 20.13 Maternity and Parental Leave

20.13.01 Maternity **and** parental leave shall be granted by the Employer to an eligible Employee in accordance with the **Maternity and** Parental Benefits provisions of the Canada Labour Code.

20.13.02 An Employee on maternity **or** parental leave will not lose seniority.

20.13.03 At the conclusion of maternity **or** parental leave, an Employee may be granted a further leave of absence of up to one (1) year if applied for under the provisions of Clause 20.12.

20.13.04 **An Employee is responsible for informing the Employer of the length of maternity and/or parental leave they plan to take in compliance with leave provisions in the Canada Labour Code. The Employee is responsible for providing notice to the Employer in compliance with the Canada Labour Code of their intended return to work date. Failure to do so may result in the Employee's position being no longer available and the Employee being terminated.**

#### 20.14 Adoption Leave

Where a permanent Employee seeks maternity leave due to legal adoption, the provisions of Clause 20.13 shall apply insofar as they may be appropriate.

#### 20.15 Attendance Management

Employees with sporadic absence above the norm will be placed on an attendance management program.

### **ARTICLE 21 - PAYMENT of WAGES**

#### 21.01 Pay Days

Employees shall be paid bi-weekly. On each payday, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

### **ARTICLE 22 - BENEFITS COMPENSATION**

22.01 Eligible Employees upon ninety (90) calendar days of service shall be enrolled into the Local Authorities Pension Plan.

22.02 The Employer shall pay one hundred percent (100%) of the following premiums for all Employees who have been employed for ninety (90) calendar days:

- Life Insurance
- Accidental Death and Dismemberment
- Dental
- Extended Health Insurance



The Employees shall pay one hundred percent (100%) of the premiums for the Short Term and Long-Term Disability.

Any changes to the benefit provider or its coverage shall be subject to negotiations between the Employer and the Union.

- 22.03 The Employer shall pay premiums for Dental and the Extended Health Insurance Plan for Employees in receipt of Long-Term Disability payments.
- 22.04 Extended Health Insurance and Alberta Health Care benefits will be extended to permanent Employees with Twenty-five (25) years or more of service, who retire directly from the Airport Authority. Benefits will be maintained up to age sixty-five (65), with a cost share between Employee and Employer of fifty percent (50%) each.
- 22.05 The Employer agrees to seek a cost-efficient alternative to the current provider in consultation with the Union.
- 22.06 Health and Wellness Account
- 22.06.01 The Employer will maintain a Health and Wellness program in accordance with the Health and Wellness Policy.
- 22.06.02 The Employer will contribute an annual amount of \$500.00 on January 1st of each year for the benefit of that Employee.
- 22.06.03 The Health and Wellness benefit will be paid **to reimburse health and wellness expenditures** by an Employee who has passed their probationary period. Any unused balance from the plan year **may** be carried forward to the next plan year.

## **ARTICLE 23 - JOB SECURITY**

- 23.01 Except as provided in 23.01.1 below, the Parties agree that the routine work currently being done by the Bargaining Unit, including routine work which would result from the expansion of the Airport, shall not be contracted out. Both Parties agree that specialized work that requires equipment or skills that the Airport does not possess or where the Airport workforce is not available to handle a time-sensitive situation shall be contracted out.
- 23.01.01 Such routine work may be contracted out if:
- i. The work can be done at a substantially lower cost; or
  - ii. significantly more effective

When requested by the Union, the Employer will provide relevant information to demonstrate the above.

- 23.02 In the event of an Employee being permanently laid off due to contracting out of services, the Employee will receive thirty (30) days additional notice or payment in lieu of addition to payment received under Article 12.07.
- 23.03 The Employer agrees to be covered by the technological change provisions of the Canada Labour Code.
- 23.04 The Union agrees that in emergency situations where Union workers are unavailable the Employer will be enabled to assist as required.

#### **ARTICLE 24 - CLOTHING AND EQUIPMENT**

- 24.01 Uniforms/Clothing will be provided to all Employees in the Collective Agreement in accordance with the FMAA Uniform Policy as amended from time to time and published and circulated to all Employees.
- 24.02 Uniforms

Where conditions of employment require the use of C.S.A approved safety or winter footwear, the Employer will pay two hundred (\$200.00) dollars per year towards the purchase of such footwear for permanent Employees.

#### **ARTICLE 25 - HEALTH AND SAFETY**

- 25.01 Co-operation on Health and Safety

25.01.01 The Employer and the Union agree to cooperate in conducting airport operations in a manner which will provide adequate protection of the health and safety of Employees, consistent with all applicable Health and Safety legislation and the Safety Management System regulated by Transport Canada.

25.01.02 The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work, including the establishment of the Airport Joint Occupational Health and Safety Committee.

- 25.02 Health and Safety Committee Pay Provision

The Airport Joint Occupational Health and Safety Committee shall hold meetings as required to deal with all unsafe, hazardous, and dangerous conditions. Representatives of the Union shall suffer no loss of regular pay for attending such meetings. Copies of Minutes of all committee meetings shall be sent to the Employer and the Union.

- 25.03 Health and Safety Measures

Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing.

25.04 No Disciplinary Action

No Employee shall be disciplined for refusal to work on a job or to operate any equipment which is not safe.

**ARTICLE 26 - GENERAL CONDITIONS**

26.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

25.02 Tool Replacement

The Employer shall supply all tools and equipment required by Employees, including shop tools, for the performance of their duties. Replacement in all cases will be made by producing the worn, burned or broken tool.

**ARTICLE 27 - NO STRIKE OR LOCKOUT**

27.01 It is agreed that during the life of this Agreement, there shall be no strike, slow-down or similar interruption of service by the Employees, nor shall the Union encourage such action, and further, there shall be no lockout by the Employer.

**ARTICLE 28 - OUT OF SCHEDULE PAY RATES**

28.01 Should the Airport Authority experience difficulty recruiting Employees for any position due to the rates of pay required by the marketplace, the Airport Authority shall have the right to set Out of Schedule rates above the pay rates outlined in Appendix "A" for the position. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market will be moved up to the Out of Schedule wage rate. Increment, if applicable, will be earned in accordance with the schedule of wages.

Employees receiving Out of Schedule wage rate will be given three (3) months' notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance with Appendix "A". A copy of such notice shall be provided to the Union. An Employee's salary anniversary date will not be changed.

28.02 Job Description

The Employer agrees to compile job descriptions for all positions within the Bargaining Unit and to present these job descriptions to incumbents and the Union as they are completed.

Revisions to existing job descriptions shall be undertaken with input from all affected Employees.

Any Employee who may feel that there are errors or omissions in such job descriptions may on their own or with their Steward, if they so desire, discuss same through the usual procedure in an effort to resolve such alleged discrepancies. In the event such discrepancies are not resolved they may be the subject of a grievance.

- 28.03 The Employer and the Union recognize that Employees must accept a variety of work assignments. The Employer will make every reasonable effort to assign Employees to work within their job description.

### Appendix "A"

The following shall be the minimum rate paid to Employees in their classification. Any changes will be discussed with the Union.

Position	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
	1.25%	1.00%	1.00%	1.25%	1.25%
Airport Maintenance Tech (AMT)	\$32.40	\$32.72	\$33.05	\$33.46	\$33.88
Airport Maintenance Tech I (AMT I)	\$36.53	\$36.90	\$37.26	\$37.73	\$38.20
Airport Maintenance Tech II (AMT II)	\$40.83	\$41.24	\$41.65	\$42.17	\$42.70
Airport Maintenance Tech Lead Hand	\$45.63	\$46.09	\$46.55	\$47.13	\$47.72
Maintenance Crafts Person	\$46.42	\$46.88	\$47.35	\$47.94	\$48.54
Refrigeration & Air Conditioning Mechanic	\$47.70	\$48.18	\$48.66	\$49.27	\$49.88
Mechanic	\$54.04	\$54.58	\$55.13	\$55.82	\$56.51
Electrician	\$54.04	\$54.58	\$55.13	\$55.82	\$56.51

1. Probationary Rate is \$3.00 less than classification rate.
2. Trades rate adjustments to potential **Out of Schedule Pay** Rate.
3. In the event a new classification is created, the Employer shall discuss same with the union.
4. **Out of Schedule Pay** Rates will be reviewed annually by a joint committee of the Employer and Union.
5. Effective January 1, **2020**:
  - a) Corporate Incentive Pay (CIP), based on the overall performance of the airport, will be paid in the amount of up to 5% annually, with an ability to achieve over 5%.
  - b) To qualify for the CIP, the Employee must be employed with FMAA as of December 31<sup>st</sup> in the calendar year. Employees who were hired within the calendar year will receive a prorated CIP.
  - c) The term of the CIP will be from January 1 through December 31 of each calendar year.
  - d) The CIP will be based on the number of regular scheduled, non-overtime hours, worked in the calendar year times the pay rate as set in Appendix A.
  - e) The CIP will be issued on the first pay period following Board approval within the first quarter.

**Appendix "B"**

LETTER OF UNDERSTANDING

Between

THE FORT MCMURRAY AIRPORT AUTHORITY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

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The Parties hereto agree that when the Employer deems it necessary to implement a ten (10) hour workday for Employees covered under the terms and conditions of the Collective Agreement, that such Employees shall be notified pursuant to Clause 13.04 of the Collective Agreement and that the following Clauses shall replace or be added to the Collective Agreement where appropriate.

For purposes of this Agreement, the normal hours of work for all Employees shall be ten (10) hour per day with a thirty (30) minute meal break.

For purposes of this Agreement, the hours of work shall be ten (10) hours per day, eighty (80) hours biweekly, which shall include two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal break normally taken at midpoint of the shift.

For the purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the attached schedule or length of rotation where it deems necessary.

For the purposes of this Agreement, all Employees shall be permitted two (2) fifteen (15) minutes rest periods.

For purposes of this Agreement, if an Employee is required to work more than ten (10) consecutive hours of overtime, they shall receive at least ten (10) hours rest before commencing their next regular shift, and failing that, they shall continue to receive the applicable overtime until they have received ten (10) hour rest.

For purpose of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement.

For the purposes of this Agreement, an Employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for sick leave and any unused sick leave will accrue to the benefits of the Employee to a maximum of four-hundred-eighty (480) hours.

For the purposes of this Agreement, an Employee who is absent due to illness or injury from a shift will be debited for ten (10) hours sick leave.

A permanent or probationary Employee at their discretion shall be granted up to four (4) regularly scheduled consecutive workdays leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide the reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.

One (1) days' leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.

Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for Employees working ten (10) hour shifts. For the purpose of implementing future ten (10) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements.

## Appendix "C"

### LETTER OF UNDERSTANDING

Between

THE FORT MCMURRAY AIRPORT AUTHORITY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

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The Parties hereto agree to modify the Collective Agreement for those Employees currently working twelve (12) hour shifts, and for the purposes of future twelve (12) hour shifts. The following Clauses shall be added to the Collective Agreement where appropriate.

All other provisions of the Collective Agreement shall apply.

For the purposes of this Agreement, the normal hours of work for all Employees shall be twelve (12) hours per day.

For purposes of this Agreement, the hours of work shall be twelve (12) hours per day, which shall include two (2) paid twenty-minute (20) rest periods and one (1) paid thirty (30) minute meal break normally taken at midpoint of the shift.

Added meal breaks may not be taken due to operational requirements caused by weather or operational emergencies.

For purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the attached schedule or length of rotation where it deems necessary.

For purposes of this Agreement, all Employees shall be permitted two (2) fifteen (15) minute rest periods.

For purposes of this Agreement, if an Employee is required to work more than twelve (12) consecutive hours of overtime, they shall receive at least twelve (12) hours rest before commencing their next regular shift, and failing that, they shall continue to receive the applicable overtime until they have received twelve (12) hours rest.

For purposes of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement.

For purposes of this Agreement, an Employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for sick leave and any unused sick leave will accrue to the benefit of the Employee to a maximum of four-hundred-eighty (480) hours.



For the purposes of this Agreement, an Employee who is absent due to illness or injury from a shift will be debited for twelve (12) hours sick leave.

18.06 A permanent or probationary Employee at their discretion shall be granted up to four (4) regularly scheduled consecutive workdays leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide the reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.

18.08 One (1) days' leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.

18.10 Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

Twelve (12) hour shifts shall be on a rotating schedule wherein the normal hours of work in one (1) or more bi-weekly periods may exceed eighty-four (84) hours. This shall not constitute a violation of the Collective Agreement provided that the bi-weekly hours, when averaged over the full rotation, do not exceed eighty-four (84) hours. The Employer and the Union agree, for those Employees who work a 12-hour shift, to implement the bi-weekly averaging of earnings for workers whereby they shall be paid bi-weekly earnings based on the average of 84 hours.

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for Employees working twelve (12) hour shifts. For the purpose of implementing future twelve (12) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements.

**Appendix "D"**

LETTER OF UNDERSTANDING

Between

FORT MCMURRAY AIRPORT AUTHORITY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

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Cost of Living Allowance

Permanent Employees will be paid a cost of living allowance in the amount noted below.

Permanent Full Time Employees will receive for the term of the Agreement, on a bi-weekly basis, five hundred (\$500.00) dollars per pay.

This letter of understanding expires on December 31, 2024.


FMAA will provide the Union with nine (9) months' notice if the COLA payment is to be decreased by either or all: Regional Municipality of Wood Buffalo, Public School Boards, and Keyano College.

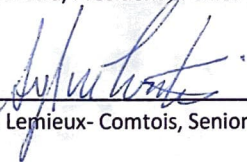
**Benefit and Binding**

IN WITNESS THEREOF the parties hereto caused this Agreement to be executed by their dully authorized officers as of the 5<sup>th</sup> day of February 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

**FORT MCMURRAY AIRPORT AUTHORITY**

  
\_\_\_\_\_  
RJ Steenstra, President & Chief Executive Officer

  
\_\_\_\_\_  
Sylvie Lemieux- Comtois, Senior Manager, Human Resources & Administration

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505**

  
\_\_\_\_\_  
Craig Milley, President

  
\_\_\_\_\_  
Dennis North, FMAA Unit Chair

SIGNED AT FORT MCMURRAY, THIS 26 DAY OF May, 2021