

Collective Agreement

(The "Agreement" or "Collective Agreement")

Between



CALGARY
AIRPORT
AUTHORITY

TM
(The "Employer" or the "Authority")

and



The Public Service Alliance of Canada
Union of Canadian Transportation Employees
Local 3030

(The "Union" or the "Alliance")

Expires: December 31, 2012

TABLE OF CONTENTS

The division of this Agreement into sections is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

TABLE OF CONTENTS	1
SECTION A: GENERAL ADMINISTRATION	3
ARTICLE 1 – PURPOSE, SCOPE AND APPLICATION OF AGREEMENT.....	3
ARTICLE 2 – DURATION.....	3
ARTICLE 3 – RETROACTIVITY.....	3
ARTICLE 4 – AGREEMENT RE-OPENER.....	3
ARTICLE 5 – UNION/MANAGEMENT CONSULTATION COMMITTEE.....	4
ARTICLE 6 – STRIKES AND LOCK-OUTS.....	4
SECTION B: MANAGERIAL RESPONSIBILITIES	5
ARTICLE 7 – MANAGERIAL RESPONSIBILITIES.....	5
SECTION C: UNION REPRESENTATION	6
ARTICLE 8 – UNION RECOGNITION.....	6
ARTICLE 9 – EMPLOYEE REPRESENTATIVES.....	6
ARTICLE 10 – INFORMATION.....	7
ARTICLE 11 – USE OF EMPLOYER FACILITIES.....	7
ARTICLE 12 – DEDUCTION OF UNION DUES.....	8
ARTICLE 13 – GRIEVANCE PROCEDURE.....	9
SECTION D: EMPLOYEE STATUS	13
ARTICLE 14 – FULL TIME PERMANENT EMPLOYEES.....	13
ARTICLE 15 – PERMANENT PART-TIME EMPLOYEES.....	13
ARTICLE 16 – SEASONAL EMPLOYEES.....	14
ARTICLE 17 – TERM EMPLOYEES.....	16
SECTION E – WORKING CONDITIONS	19
ARTICLE 18 – HEALTH AND SAFETY.....	19
ARTICLE 19 – HOURS OF WORK.....	20
ARTICLE 20 – TOOLS AND TOOL REPLACEMENT.....	24
ARTICLE 21 – PROVISION OF CLOTHING.....	24
ARTICLE 22 – EMPLOYEE PARKING.....	25
SECTION F: GENERAL EMPLOYMENT ISSUES	26
ARTICLE 23 – STAFFING.....	26
ARTICLE 24 – STATEMENT OF DUTIES.....	28
ARTICLE 25 – PERSONNEL FILES.....	28
ARTICLE 26 – PROBATIONARY EMPLOYEES.....	29
ARTICLE 27 – ASSESSMENT PERIOD ON PROMOTION OR VOLUNTARY TRANSFER.....	29
ARTICLE 28 – EMPLOYEE PERFORMANCE REVIEW.....	30
ARTICLE 29 – CONFLICT OF INTEREST.....	31
ARTICLE 30 – DISCIPLINE.....	31
ARTICLE 31 – NO DISCRIMINATION.....	32

ARTICLE 32 – SEXUAL HARASSMENT	32
ARTICLE 33 – TECHNOLOGICAL CHANGE	34
ARTICLE 34 – JOB SECURITY & LAY-OFF/RECALL PROCEDURE	35
SECTION G: VACATION LEAVE, DESIGNATED PAID HOLIDAYS AND OTHER LEAVE.....	39
ARTICLE 35 – LEAVE GENERAL.....	39
ARTICLE 36 – VACATION LEAVE.....	39
ARTICLE 37 – DESIGNATED PAID HOLIDAYS.....	43
ARTICLE 38 – OTHER LEAVE WITH OR WITHOUT PAY.....	45
38.01 Bereavement Leave With Pay	45
38.02 Leave Without Pay for Immediate Family Care	46
38.03 Career Development Leave With Pay.....	47
38.04 Court Leave With Pay.....	47
38.05 Education Leave Without Pay.....	47
38.06 Examination Leave With Pay.....	48
38.07 Leave With Pay for Family Related Responsibilities.....	48
38.08 Injury-On-Duty Leave With Pay.....	49
38.09 Maternity and Parental Leave	49
38.10 Sick Leave With Pay	52
38.11 Union Business Leave.....	52
38.12 Leave for Other Reasons.....	54
SECTION H: COMPENSATION RELATED ARTICLES	55
ARTICLE 39 – PAY ADMINISTRATION	55
ARTICLE 40 – PENSION, BENEFIT & LIFE INSURANCE PLANS	58
ARTICLE 41 – OVERTIME COMPENSATION.....	61
ARTICLE 42 – CALL BACK.....	64
ARTICLE 43 – STANDBY PAY PREMIUM	64
ARTICLE 44 – MEAL ALLOWANCE	65
ARTICLE 45 – SHIFT AND WEEKEND PREMIUMS.....	66
ARTICLE 46 – SEVERANCE PAY	66
ARTICLE 47 – MEMBERSHIP FEES	68
ARTICLE 48 – TRAVELLING TIME AND EXPENSES.....	68
ARTICLE 49 – TRANSPORTATION PREMIUM	69
ARTICLE 50 – CLASSIFICATION.....	69
ARTICLE 51 – APPRENTICESHIP PROGRAM	71
ANNEX A – RATES OF PAY	74
ANNEX B – RATES OF PAY	76
ANNEX C – MONETARY ADJUSTMENT TO PAY PREMIUMS AND MEAL ALLOWANCE	78

SECTION A: GENERAL ADMINISTRATION

ARTICLE 1 – PURPOSE, SCOPE AND APPLICATION OF AGREEMENT

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

ARTICLE 2 – DURATION

- 2.01 This Collective Agreement will become effective January 1, 2008 and shall remain in full force and effect until December 31, 2012.
- 2.02 In the event that notice is given of intended changes, this Collective Agreement shall remain in full force and effect while negotiations for the new Collective Agreement are being carried out until the requirements of the Canada Labour Code are met.

ARTICLE 3 – RETROACTIVITY

- 3.01 Except as provided for in this Article 3 or as previously agreed, in writing, between the Employer and the Union, all provisions of this Agreement shall be effective as of the date of signing and shall not be retroactive.
- 3.02 The January 1, 2008 economic adjustment provided for in Annex A, Annex B and Annex C shall be effective January 1, 2008.

ARTICLE 4 – AGREEMENT RE-OPENER

- 4.01 This Agreement may be amended by mutual consent.

ARTICLE 5 – UNION/MANAGEMENT CONSULTATION COMMITTEE

5.01 The parties acknowledge the mutual benefits of joint consultation and will establish a Union Management Consultation Committee which will have as an objective meaningful consultation on all matters of mutual interest.

5.02 The Committee shall discuss and attempt to arrive at mutually agreeable solutions to problems or issues identified by either party. The Committee has no authority to amend the Collective Agreement.

The Committee shall be comprised of an equal number of representatives from the Union Executive and Management.

The responsibility to chair meetings will alternate between the Union and the Employer.

The scheduling of meetings will be by mutual consent, but not less than once per quarter. Additional meetings may be convened as required at the request of either party.

Union representatives attending Union Management Consultation Committee meetings, including any sub-committees as may be established, will be considered to be on leave with pay.

By mutual consent, the committee may develop further terms of reference as required.

ARTICLE 6 – STRIKES AND LOCK-OUTS

6.01 The Union agrees that it will not declare or authorize a strike during the term of this Agreement.

6.02 The Employer agrees that it will not declare or cause a lockout during the term of this Agreement.

6.03 Where an employee expresses reasonable concern for his/her safety, the Employer will make every reasonable effort to provide safe access to work during picketing involving other employees/employers on The Calgary Airport Authority's premises.

SECTION B: MANAGERIAL RESPONSIBILITIES

ARTICLE 7 – MANAGERIAL RESPONSIBILITIES

7.01 Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with management responsibilities of the Employer.

SECTION C: UNION REPRESENTATION

ARTICLE 8 – UNION RECOGNITION

8.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of The Calgary Airport Authority, excluding: President, Vice Presidents, General Manager, Directors, Secretaries to the President and Vice-Presidents, Manager, Planning and Engineering, Manager Operations, Manager Material Contracts, Manager Computer Services, Manager Financial Analysis, Manager Building Electrical, Manager Structural Facilities, Manager Mechanical Facilities, Manager Airfield and Mobile Services, Manager Field Electrical, Manager Transportation and Parking, Security Manager, Payroll Administrator, Security Officer, Assistant Controller, Summer / Co-op Students.

It is recognized that titles are changed occasionally and this list of exclusions will have to be updated appropriately.

8.02 For the purpose of this Article and in compliance with the Canada Labour Relations Board order of September 2, 1993, it is understood that the summer/coop student exclusion relates only to students who provide a written declaration of their intent to return to school.

ARTICLE 9 – EMPLOYEE REPRESENTATIVES

9.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.

9.02 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to clause 9.01.

9.03 The Union representatives identified pursuant to Clause 9.01 shall not leave their work to investigate an employee complaint, or process a grievance or undertake any other Union business during working hours without the prior consent of their supervisor, or in situations of an urgent nature where their supervisor is not available, another designated representative of Management. Except with the consent of the Employer, no more than one Union representative at any one time shall investigate any single incident. Such consent(s) will not be unreasonably withheld.

- 9.04 The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employers formal orientation program. At least fifteen minutes will be provided to allow new employees to meet with the representative designated by the Union.

ARTICLE 10 – INFORMATION

- 10.01 The Employer shall provide the Local, within a period of fifteen (15) days, with the names, position and salary allocation of newly appointed employees.
- 10.02 The Employer agrees to supply each employee with a copy of the Collective Agreement within one (1) week after receipt from the printer.
- 10.03 The Employer agrees to provide the President of the Local Union with access to the Employer's organization chart and a copy of its corporate policies as amended from time to time. Such information shall not be included in, nor form part of, the Collective Agreement.

ARTICLE 11 – USE OF EMPLOYER FACILITIES

- 11.01 Reasonable space on bulletin boards in convenient locations and reasonable access to the company e-mail system will be made available to the Union for the posting of Union notices. Posting of notices and other materials, other than notices of Union meetings, appointment of Union officers and Union social functions, shall require the prior approval of the Employer. Such approval shall not be unreasonably withheld. The Employer will make available locations on its premises for the placement of reasonable quantities of literature of the Union.
- 11.02 A designated representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer and such permission will not be unreasonably withheld.

- 11.03 The Employer shall provide the Union with the use of a photocopier for the reasonable requirements of the Local, space for a filing cabinet, and subject to availability, provide space on the Authority's premises for general membership meetings at no cost to the Union.

ARTICLE 12 – DEDUCTION OF UNION DUES

- 12.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the bi-weekly membership dues from the bi-weekly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary periods.
- 12.02 The Union shall inform the Employer in writing as to the method of calculating Union dues for all employees pursuant to Clause 12.01.
- 12.03 This Article does not apply to any employee who establishes an entitlement to a religious exemption pursuant to the provisions of the Canada Labour Code.
- 12.04 The amounts deducted in accordance with Clause 12.01 shall be remitted to the Comptroller of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on their behalf.
- 12.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer which shall in any case be limited to the amount actually involved in the error.
- 12.06 Only the certified bargaining agent shall be permitted to have union membership dues and/or other union assessments deducted by the Employer from the pay of employees in the bargaining unit.

- 12.07 The Employer agrees to make deductions for Union initiation fees, insurance premiums and assessments (excluding fines or penalties) on the production of appropriate documentation from the Union.
- 12.08 The Union may grant an exemption from the payment of union dues by an employee for all or part of the period of an acting assignment in an excluded position by advising the employee and the Employer, in writing, accordingly. The employee will not receive representation from the Union during the period for which the exemption has been granted. The collection of Union dues will cease during the first full pay period after the exemption has been granted and the collection of union dues will recommence during the first full pay period after the period of the exemption has expired.

ARTICLE 13 – GRIEVANCE PROCEDURE

- 13.01 The parties agree that discussions should occur between employees, Union Representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences prior to the submission of a formal grievance.
- 13.02 In this grievance procedure, if the employee(s) or Union fails to meet a time limit, the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits. If the Employer fails to meet a time limit, the employee(s) or Union, at their option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall run against the Union or employee(s) until they have received the Employer's response.
- 13.03 Employee(s) and the Union shall have the right to request a meeting with Management on any grievance. Such a request will not be unreasonably denied. Employee(s) attending grievance related meetings will be granted leave with pay. At the request of the employee(s), a Union representative will also be invited to attend and will be granted leave with pay.
- 13.04 The employee(s) or Union may, by written notice to the Employer, withdraw their grievance at any stage of the grievance procedure.

13.05 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee of the name and title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom this grievance procedure applies.

13.06 Any dispute concerning the interpretation, application, administration or alleged violation of the Agreement shall be considered a grievance and shall be processed in the following manner:

13.07 **Step One**

Within twenty-five (25) days of the day on which the employee(s) or Union is notified orally or in writing or on which the employee(s) or Union first becomes aware of the action or circumstances giving rise to the grievance, the employee(s) or Union shall submit a grievance to the Employer representative designated as Step One in the grievance procedure.

The grievance shall be presented in writing and signed by the employee(s) and/or the Union Representative and shall contain the:

- (1) details of the grievance
- (2) Article(s) of the Agreement considered violated
- (3) corrective action requested

Within ten working days of the receipt of the grievance, the Employer representative shall provide a written response to the employee(s) and the Union Representative, or to the Union Representative in the case of a Union originated grievance.

13.08 **Step Two**

If the grievance is not satisfactorily resolved at Step One, Step Two in the grievance procedure shall be initiated by the employee(s) or Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within twenty (20) days after receipt of the Employer's response to Step One.

Within ten working days of the receipt of the grievance, the Employer representative shall provide a written response to the employee(s) and the Union Representative, or to the Union Representative in the case of a Union originated grievance.

13.09 Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievance may be referred to arbitration, by the Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within twenty days after receipt of the Employer's response to Step Two.

Written notice of referral of a grievance to arbitration, given as required by the above grievance procedure, shall include a name or list of names, address(s) and business phone number(s) of the person or persons the Union is willing to accept as the single arbitrator. The Employer, if it accepts the person or one of the persons suggested to act as arbitrator, shall within seven calendar days, notify the Union accordingly and the grievance shall be submitted to that arbitrator, or if it does not accept any of the persons suggested by the Union, shall within seven calendar days notify the Union accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, the parties agree to refer the grievance to an arbitration board.

When the parties are unable to agree on a person to act as a single arbitrator, the Union shall provide the name, address and business phone number of the Union's appointed member of the arbitration board. The Employer shall, within seven calendar days, advise the Union of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall, within seven calendar days of the appointment of the second member appoint a third person who shall be chair. If the appointees fail to agree upon a chair within the time limit (or such longer period as may be mutually agreed), then the Minister of Labour may be requested by either party to appoint a person to act as chair.

13.10 The arbitrator or arbitration board shall hear and determine the matter and shall issue a decision which shall be final and binding upon both parties and upon any employee affected by it. The

arbitrator or arbitration board shall not make any decision inconsistent with the provisions of this Agreement or make any decisions which would alter, modify, amend, add to or subtract from any part of the Agreement. The arbitrator or arbitration board shall have all the powers vested in it by the Canada Labour Code.

- 13.11 The parties shall share equally the costs of the chair of the arbitration board or the single arbitrator.

SECTION D: EMPLOYEE STATUS

ARTICLE 14 – FULL TIME PERMANENT EMPLOYEES

14.01 Definition

A full time permanent employee is an employee hired for an indeterminate period, and who has completed the probationary period.

14.02 Full time permanent employees shall be entitled to all provisions provided under this Agreement.

ARTICLE 15 – PERMANENT PART-TIME EMPLOYEES

15.01 Definition

Permanent part-time employees are persons who are employed continuously throughout the year on an indeterminate basis and whose normal scheduled hours of work are less than those established in the Hours of Work Article.

15.02 Entitlements for Permanent Part-Time Employees

Unless otherwise provided for in this Article, permanent part-time employees shall be entitled to all provisions provided under this Agreement.

15.03 Permanent part-time employees shall be entitled to the pension, benefit and life insurance plans provided under this Agreement in the same proportion as their normal weekly scheduled hours of work compared to the hours of work established for full time employees in the Hours of Work Article.

15.04 Overtime

Overtime will be paid for work performed:

- a) on a designated paid holiday, or
- b) in excess of their scheduled daily hours of work, or
- c) in excess of the normal weekly hours of work as specified in the Hours of Work Article, or

d) on non-scheduled work days

The overtime rate of pay shall be equal to the rates provided to full-time employees as specified in the Overtime Article.

15.05 Designated Paid Holiday Compensation

Permanent part time employees shall not be paid for designated paid holidays, but shall instead be paid four decimal two five percent (4.25%) per pay period for all straight time hours worked.

15.06 Severance Pay

For the purposes of calculating both eligibility for severance pay and the amount payable, the scheduled hours of work during each year for permanent part time employees will be aggregated to determine the number of 12 month or partial 12 month periods of service, as defined in the Severance Pay Article.

15.07 Vacation Leave

Permanent part time employees shall earn vacation leave credits in the same proportion as their scheduled weekly hours of work relative to the normal weekly hours of work as specified in the Hours of Work Article.

15.08 Other Leave

Permanent part time employees shall be entitled to marriage leave and family related leave in the same proportion as their scheduled weekly hours of work compared to the normal hours of work for full time employees as established in the Hours of Work Article.

ARTICLE 16 – SEASONAL EMPLOYEES

16.01 Definition

For the purposes of this Agreement, a seasonal employee is defined as a person employed on a permanent basis for work which is not continuous throughout the year, but recurs in successive years.

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

16.03 Severance Pay

- a) For purposes of establishing an entitlement to severance pay, a seasonal employee shall, for each year of seasonal employment, be deemed to have completed one year of service. For the purpose of calculating the amount of the severance payment, the scheduled hours of work during each year will be aggregated to determine the number of twelve (12) month periods of service as defined in the Severance Pay Article.
- b) Seasonal employees only receive severance pay upon termination of employment, and not during a seasonal layoff.

16.04 Benefit Plan Coverage

- a) During an employee's period of seasonal lay-off, 100% Employer paid coverage will continue under the Authority's Dental Plan, Alberta Health Care Plan, the Authority's Basic Life Insurance and Death Benefit.
- b) With the exception of the coverage outlined in 16.04 (a), seasonal employees are not covered by the Authority's benefit plans during their period of seasonal lay-off. Seasonal employees may, however, elect to continue the Authority's extended health care and optional life insurance coverage during their period of seasonal lay-off by paying the full cost of continued coverage.

16.05 Other Leave

Seasonal employees shall be entitled to Leave With Pay For Family Related Responsibilities in the same proportion as their scheduled annual hours of work relative to the normal annual hours of work for a full-time permanent employee.

16.06 Vacation Credits

- a) Vacation credits earned during the recall period will be paid out, as earned, in each applicable pay period.

- b) In the event a seasonal employee is granted a day of vacation leave, the vacation day will be without pay.

ARTICLE 17 – TERM EMPLOYEES

17.01 Definition

- a) For the purposes of this Agreement, "term employees" include the following two types of employees and are defined as follows:
 - i) "term full time employees" are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are those established for full-time employees in the Hours of Work Article.
 - ii) "term part time employees" are persons who are not employed on an indeterminate basis and whose normal weekly scheduled hours of work are less than those established for full-time employees in the Hours of Work Article.
- b) Term employees may be hired for the purpose of:
 - i) replacement of permanent employees who are on leave with or without pay, or
 - ii) short term assignments, or
 - iii) non-recurring work, or
 - iv) special projects
- c) Term employees may be hired for a period of time exceeding three (3) years if they are hired as follows:
 - i) To replace a permanent employee on extended sick leave, long term disability, or who has been assigned to a special project; or
 - ii) Who may be assigned to special projects related to airport development.

Such employees will be advised, in writing, of the purpose of the term employment and planned termination date when hired.

17.02 With the exception of 17.01 c) above, if the term of employment extends beyond three (3) years in the same position, the individual will be granted indeterminate employment status.

17.03 Unless otherwise provided for in this Article, term employees shall be entitled to all provisions provided under this Agreement.

17.04 **Pension and Benefit Plan Coverage**

- a) Term employees are eligible for the benefit and life insurance plans provided under this Agreement if initially hired for a period in excess of six months, or when their initial term is extended beyond six months, subject to a ninety (90) day elimination period.
- b) Term employees are eligible for the pension plan after completion of twenty-four (24) months of continuous employment with The Calgary Airport Authority.
- c) Subject to 17.04(a) and 17.04(b), term part time employees are entitled to the pension, benefit and life insurance plans provided under this Agreement in the same proportion as their normal weekly scheduled hours of work compared to the hours of work established for full time employees in the Hours of Work Article.

17.05 **Overtime**

For term part time employees, overtime will be paid for work performed:

- a) on a designated paid holiday, or
- b) in excess of their scheduled daily hours of work, or
- c) in excess of the normal weekly hours of work as specified in the Hours of Work Article, or
- d) on non-scheduled work days.

The overtime rate of pay shall be equal to the rates provided to full time employees as specified in the Overtime Article.

17.06 Designated Paid Holiday Compensation

Term part time employees shall not be paid for designated paid holidays, but shall instead be paid four decimal two five percent (4.25%) per pay period for all straight-time hours worked.

17.07 Severance Pay

- a) Term employees who have worked full time for a continuous period of twelve (12) months will be entitled to severance pay in accordance with the Canada Labour Code.
- b) Term part time employees shall be eligible for severance pay as calculated in 17.07(a) on a pro-rata basis.

17.08 Vacation Leave

Term part time employees shall earn vacation leave credits in the same proportion as their scheduled weekly hours of work relative to the normal weekly hours of work as specified in the Hours of Work Article.

17.09 Other Leave

- a) Term employees shall be eligible for leave with pay as provided for in this Agreement only after the completion of six (6) months service.
- b) Subject to 17.09(a), term part time employees shall be entitled to Leave With Pay for Family Related Responsibilities in the same proportion as their scheduled weekly hours of work relative to the normal weekly hours of work specified in the Hours of Work Article.

SECTION E – WORKING CONDITIONS

ARTICLE 18 – HEALTH AND SAFETY

18.01 The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being. Every reasonable effort shall be deployed to prevent and correct any situation that may compromise the health and safety of employees.

18.02 The Employer shall ensure that the safety and health at work of every employee is protected.

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

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being, and must inform their supervisor if a protective device or apparatus is missing or defective, or when any situation occurs which might endanger the employee, another employee, or any other person.

18.03 The Employer and the Union agree that work practices shall be governed by the Canada Labour Code, its Regulations, and any other safe work procedures which the Authority has developed. The Employer may develop and issue safe work procedures in consultation with the Health and Safety Committee.

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

18.05 The Employer will provide first aid and safety training to a reasonable number of employees at the Employer's expense. Employees selected by the Employer for first aid and safety training shall be granted time off without loss of pay, not including overtime pay.

- 18.06 Employees who have sustained a disabling injury at work during their normally scheduled hours of work and are unable to return to work due to the injury shall be paid as if they completed their normally scheduled hours of work, for the balance of that shift.
- 18.07 The employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician, or hospital, and from there to their home or place of work, depending on the decision of the attending physician, when such services are immediately required for an employee as a result of:
- a) injury on the job; or
 - b) a heart attack or other serious ailment which occurs on the job.

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

ARTICLE 19 – HOURS OF WORK

19.01 For the purposes of this Agreement:

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

19.02 The Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and extended schedules for full time employees are as follows:

- a) Standard Schedule
 - i) The standard schedule is work customarily performed between the hours of 07:00 and 18:00 Monday to Friday inclusive.
 - ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half (1/2) hour lunch period, shall be 7.5 hours per day, 37.5 hours per week.
- b) Extended Schedule

Hours of work established for employees working in extended operations (ie: weekend and/or more than one

shift per day) shall be no less than the daily hours specified in Clause 19.02(a)(ii) and shall average the weekly hours specified in Clause 19.02(a)(ii) over a maximum period of six (6) months.

19.03 **Scheduling**

- a) The Employer shall make every reasonable effort:
 - i) not to schedule the commencement of a shift within twelve (12) hours (exclusive of a one half (1/2) hour meal break) of the completion of the employee's previous shift;
and
 - ii) to avoid excessive fluctuation in hours of work;
and
 - iii) not to schedule more than six (6) consecutive days of work unless by mutual agreement of the employee(s) affected;
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, provided the holiday is not worked.
- b) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- c) No employee shall be required to work split shifts.

19.04 The Employer agrees to consult with the Union and consider the preferences of employees in the allocation of shifts amongst employees governed by the same shift schedule.

19.05 The Employer shall schedule hours of work for all employees. Subject to operational requirements, the Employer, shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. In no case, will the schedule be for a period of less than fifty-six (56) calendar days. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule.

19.06 An employee who is required to change his or her scheduled shift without receiving a minimum of seven (7) days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of double time (2 times). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

The Employer will endeavour to provide fifteen (15) days notice where practicable.

19.07 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.

19.08 **Meal Breaks**

- a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
- b) Certain continuous operations may require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break, which shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.

19.09 **Rest Periods**

The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day for all employees. For employees whose shifts extend beyond ten (10) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

19.10 **Days of Rest**

Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- a) on the day it commenced where half or more of the hours worked fall on that day,
- or
- b) on the day it terminates where more than half 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 deemed to have worked his or 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.

19.11 **Flexible Hours**

Upon approval from the Employer and subject to operational requirements, an employee may be granted flexible daily hours. A request for flexible hours shall not be unreasonably withheld.

19.12 **Compressed Hours of Work**

- a) A compressed hours of work schedule is a schedule which establishes normal scheduled daily hours in excess of those prescribed in clause 19.02(a)(ii).
- b) Upon approval from the Employer and subject to operational requirements, employees may convert to compressed hours of work, provided:
 - i) no shift in excess of twelve (12) hours (exclusive of a one-half (1/2) hour meal break) is involved;
 - ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
 - iii) the hours of work are averaged over the life of the compressed work schedule, with such schedule not to exceed three hundred sixty-five (365) days;
 - iv) the daily hours of work under a compressed work week schedule shall be eight (8) hours and twenty (20)

minutes per day and all employees shall make up the required annual hours for statutory holidays by working on a day which would otherwise be a compressed day off. This make up day shall, for all employees, be scheduled for the last normal compressed day off in the month of October.

In considering a request for a compressed work week, the Employer will consider the operational requirements of the employee's work area, and hold discussions with the employee(s) and the Union.

- c) 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.

19.13 Wash-up Time

Where the Employer determines that due to the nature of 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.

- 19.14 Nothing in this Article shall be construed as guaranteeing minimum or maximum hours of work.

ARTICLE 20 – TOOLS AND TOOL REPLACEMENT

- 20.01 The Employer will provide, maintain and replace, at no cost to the employee, tools and equipment necessary for employees to carry out their duties.

ARTICLE 21 – PROVISION OF CLOTHING

- 21.01 The Employer will provide, maintain, and replace, as detailed in the Clothing Policy, appropriate items of clothing and safety equipment to employees where:
 - a) the Employer has determined that the identification of employees is necessary for the effective performance of duties, and/or;

b) the nature of the work is such that special protection is required for reasons of occupational health and safety.

21.02 All clothing and safety equipment shall meet CSA or WCB standards.

21.03 Clothing will be issued in accordance with the Clothing Policy. The Employer will hold meaningful consultation with the Union regarding the application of the Clothing Policy, and prior to any revisions of the Policy. The normal forum for such consultation shall be the Health and Safety Committee.

ARTICLE 22 – EMPLOYEE PARKING

22.01 The Employer will provide free parking for employees.

SECTION F: GENERAL EMPLOYMENT ISSUES

ARTICLE 23 – STAFFING

- 23.01 The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit.
- 23.02 The postings shall be for a minimum of fourteen (14) calendar days. The closing date shall be identified on all posters.
- 23.03 The posting shall contain the following information:
- a) The salary and classification for the position(s)
 - b) The number of position(s) being filled as a result of the competition
 - c) The basic requirements for the position(s)
 - d) The additional qualifications required for the position(s), including education, knowledge, abilities, skills, and experience. Such qualifications will reflect the requirements of the position(s) being filled.
- The Employer may consider an applicant with relevant experience in lieu of the basic educational requirement(s). In such cases, the Employer will identify this on the poster.
- 23.04 The Employer is entitled to seek and consider applications from outside the bargaining unit for the purposes of the competition process.
- 23.05 A copy of the poster shall be forwarded to the Union Local President or his/her delegate at a reasonable time in advance of the posting.
- 23.06 The selection committee shall interview all candidates in the bargaining unit who meet the posted basic requirements for the position(s).
- 23.07 The qualifications of the candidates will be evaluated against the posted qualifications for the position(s), and the most qualified candidate(s) meeting the qualifications of the position(s) will be

selected. Where none of the candidates meet the requirements of the position(s), the Employer may cancel the posting, or re-post the position(s).

The candidates in the bargaining unit shall be advised of the results of the competition within one (1) week after the selection decision is made, and the name(s) of the successful candidate(s) will be posted.

- 23.08 Upon request, unsuccessful candidates in the bargaining unit will be advised of the reasons why they were unsuccessful in the competition.
- 23.09 a) The Employer will post, in accordance with Clauses 23.02 and 23.03, all term positions and acting assignments known to be for a period in excess of six (6) months.
- b) A term or acting assignment which was originally expected to be less than six (6) months may be extended, without posting, with the assignment not to exceed:
- i) twelve (12) months in the case of maternity, parental, or education leave;
- ii) nine (9) months in the case of short term or long term disability.
- 23.10 a) The Employer is not required to post a vacancy for the purpose of a voluntary lateral transfer from one permanent position to another permanent position.
- b) A voluntary lateral transfer for salary purposes is defined as a position having a maximum salary equivalent to or less than the transferring employee's maximum salary.
- 23.11 Employees may, prior to commencing a leave of absence of six (6) weeks or less, file a written submission to Human Resources which shall include:
- a) A current resume;
- b) An intention to bid on up to two (2) potential postings;

- c) Information on how the employee can be contacted if an opportunity arises.

The employee will be considered in the selection process if he or she:

- a) Meets the basic requirements of the position;
- b) Is available for the selection process;
- c) Is available to return to work after the conclusion of the leave period.

23.12 In all competition processes, the Employer agrees to comply with the provisions of the Canada Labour Code.

23.13 The Employer will exercise its obligations under this Article in a fair and non-discriminatory fashion.

ARTICLE 24 – STATEMENT OF DUTIES

24.01 Upon hiring or by written request, an employee shall be provided with the current statement of the duties and responsibilities of his or her position, including the classification level and where applicable, the point rating allotted by factor to their position, and an organization chart depicting the position's place in the organization.

ARTICLE 25 – PERSONNEL FILES

25.01 The Employer shall maintain one (1) personnel file for each employee, which will contain documents related to an employee's terms and conditions of employment and other information normally placed in such files.

25.02 The parties to this Agreement recognize that an individual's personnel file shall be stored and treated in a confidential manner. Only those with a legitimate need and right will be given access to personnel files by a Human Resources Representative.

25.03 Upon written request of an employee, the personnel file of that employee will be made available at reasonable intervals for his/her

examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of their personnel file.

ARTICLE 26 – PROBATIONARY EMPLOYEES

26.01 A new employee hired into a permanent position shall be on probation for a period of six (6) months, excluding periods of absence from work (other than those periods of absence which are bona fide related to one of the reasons named in Clause 31.01 which prohibits discrimination) which exceed twenty (20) consecutive working days. A probationary employee shall have a performance review completed at approximately the mid-point of his or her probationary period (or sooner if warranted) and at its conclusion.

26.02 Probationary employees may be terminated at any time during their first six (6) months of employment. When a probationary employee is terminated, the Employer shall provide notice in writing with reason(s). A probationary employee who is terminated may grieve the termination but may not pursue the grievance to arbitration.

For greater clarity, permanent employees including seasonal employees will only be subject to probation once, upon initial appointment, during their employment with the Authority.

ARTICLE 27 – ASSESSMENT PERIOD ON PROMOTION OR VOLUNTARY TRANSFER

27.01 An employee who:

- i) is promoted to a permanent position within the bargaining unit, or;
- ii) voluntarily transfers from one permanent position to another permanent position in the bargaining unit, and;

is unable to satisfactorily perform in the position during a six (6) month assessment period shall be re-assigned to his/her former position (if available) or to a position which has a salary equivalent to that of his/her former position. In this case, the employee shall not be required to complete a probationary period pursuant to Article 26.

27.02 The Employer shall not curtail the assessment period unreasonably before it has run its course.

ARTICLE 28 – EMPLOYEE PERFORMANCE REVIEW

28.01 The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review will include discussion of strengths and areas for improved performance. Should the employee not meet the standards of performance expected of him/her, these standards will be discussed and recommendations made to improve his/her performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis.

28.02 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on his/her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

28.03 a) Prior to an employee performance review the employee shall be given:

- i) the evaluation form which will be used for the review, and
- ii) any written document which provides instructions to the person conducting the review.

b) If during the employee performance review, either the form or the instructions are changed, they shall be given to the employee.

28.04 An employee has the right to make written comments to be attached to the performance review form.

28.05 The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half of the period for which the employee's performance is evaluated.

ARTICLE 29 – CONFLICT OF INTEREST

- 29.01 The Employer shall provide every employee with a copy of its current Conflict of Interest policy.
- 29.02 When the Employer amends its Conflict of Interest policy, it will provide the President of the Union Local with a copy prior to distributing it to employees.

ARTICLE 30 – DISCIPLINE

- 30.01 No employee shall be disciplined except for just cause.
- 30.02 When an employee is disciplined, the Employer undertakes to notify the employee in writing of the reason for such discipline. The Employer shall endeavour to give such notification at the time the employee is originally advised of the disciplinary action.
- 30.03 The Employer shall notify the local representative of the Union that such disciplinary action has occurred.
- 30.04 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her, or 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.
- 30.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.
- 30.06 Any document or written statement related to disciplinary action which may have been placed on the personnel file of any employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

ARTICLE 31 – NO DISCRIMINATION

- 31.01 The Employer acknowledges and affirms its obligations under the Canadian Human Rights Act. Accordingly, the provisions of the Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation; there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, marital status, criminal record for which a pardon has been granted, or membership or activity in the Union.
- 31.02 In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.
- 31.03
- a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
 - b) If by reason of 31.03(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.
 - c) The employee and the employee representative should the employee so request, shall receive a copy of the investigation report in compliance with relevant access to information and privacy legislation.
- 31.04 Where an employee makes a complaint to the Human Rights Commission, such complaint shall not be subject in any manner to the grievance or arbitration procedure.
- 31.05 There shall be no discrimination in respect of employment by reason of membership or activity in the Union. An allegation of such discrimination is subject to the grievance procedure.

ARTICLE 32 – SEXUAL HARASSMENT

- 32.01 a) The Employer, the employees, and the Union recognize the right of all persons employed by The Calgary Airport

Authority to work in an environment free from sexual harassment.

- b) Sexual harassment is a serious infraction and will be dealt with as such by the Employer and may lead to the imposition of discipline.
- c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
 - i) that might reasonably be expected to cause offense or humiliation, or
 - ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

32.02 Complaint Procedure

- a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, may contact a Human Resource Representative or any other Employer representative who will:
 - i) investigate the matter, and
 - ii) maintain a strict degree of confidentiality with the employee concerned, and
 - iii) take appropriate action to resolve the problem
- b) In the event the problem is not resolved under 32.02(a), the employee may refer the matter to the grievance procedure. In this event, all parties agree to waive Step One of the grievance procedure.
- c) Grievances under this article will be handled with all possible confidentiality and dispatch.
- d) In no case shall an employee who is the subject of the complaint hear a grievance.
- e) An employee who is the subject of a complaint under this Article shall be advised of the nature and substance of the complaint, shall be entitled to representation, and shall be given an opportunity to provide a response.

ARTICLE 33 – TECHNOLOGICAL CHANGE

33.01 The parties agree that they shall be governed by the definition of technological change in the Canada Labour Code Section 51, which defines technological change as follows:

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

33.02 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 number of 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.

33.03 The notice referred to in Clause 33.02 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;
- 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; and
- e) Any additional information as required by the Canada Labour Code.

33.04 Once the Employer has given the Union the notice described in Clause 33.02, 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 name(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.

33.05 During the notice period described in Clause 33.02, 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.

33.06 Where an employee's position will be affected by a technological change prescribed in the notice referred to in clause 33.02, 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 34 – JOB SECURITY & LAY-OFF/RECALL PROCEDURE

34.01 Unless otherwise indicated, it is agreed that the provisions described below will not apply to term employees.

34.02 No employee who is employed by the Employer shall be subjected to lay-off as a direct result of his/her work being performed by contract.

34.03 Union Consultation

- (a) The Employer shall advise the union in writing at least one hundred and twenty (120) days in advance of any planned lay-off that would take effect, unless unforeseen emergencies beyond the control of the Employer do not allow for such notice period. The notice will include all pertinent information relevant to the lay-off including the reasons for the lay-off, the classification and the number of employees who would be affected.
- (b) The parties will, through the consultation process, review all possible alternatives to the reduction of the work force. The

Employer will give consideration to those discussions and the positions put forward by the Union prior to the implementation of any decision.

34.04 Voluntary Lay-Off or Early Retirement

In addition to the severance pay as outlined in Article 46, the Employer may offer additional compensation to any employee who would accept a voluntary lay-off or early retirement. The employee may request union representation.

34.05 Lay-Off Procedure

In the event that any reduction in the workforce is necessary, the Employer will endeavour to reassign the affected employee(s) to other available work in accordance with the provisions below:

- a)
 - i) An employee who would be affected by the lay-off shall be offered assignment or 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 the employee can establish that he or she has the ability to perform the job. The Employer will provide training within a reasonable timeframe so that he or she becomes qualified. An employee who refuses to be assigned or appointed to a vacant position shall be subjected to lay-off in accordance with the provision of this Article.
 - ii) An employee who accepts an assignment at a lower classification level with a lower maximum rate of pay shall suffer no reduction of his/her current salary. Furthermore, the employee shall retain the priority rights to return to a position at the same classification level as his/her former position. Should an employee subsequently refuse an appointment to a position at the same classification level as his/her former position that employee will lose the salary protected status and will be appointed to a lower classification level to which he/she had been assigned.
 - iv) An employee who refuses an assignment to a position at a lower classification level within the bargaining unit

shall be laid off in accordance with the following sections.

- b) Where staff is being reduced due to lack of work, regular employees shall be laid off in inverse order of seniority within the same job function after all term employees of the same job function have been laid off.
- c) An employee subject to indefinite lay-off will normally be notified ninety (90) days in advance of the effective date of lay-off or he or she will receive his/her normal compensation in lieu of notice. In the case of lay-off due to unforeseen emergencies beyond the control of the Employer which do not allow for such notice period, an employee will be notified as early as possible but no less than two (2) weeks prior to lay-off.
- d) During the notice period, the affected employee will be granted reasonable leave with pay for the purpose of searching and obtaining other employment. To this end, the Employer will provide to the affected employees counseling services and a job search assistance program coordinated by the Human Resources Department or a consultant firm selected by the Employer.
- e) Concurrently to the rights described in section 34.05(a), an employee who is subjected to indefinite lay-off shall have the option of:
 - i) accepting the lay-off and retaining the right of recall for up to one (1) year; or,
 - ii) accepting termination from the Employer with full pay for the remainder of the notice period and waiving the right to recall by accepting severance pay described in Article 46 and any other compensation offered by the Employer and agreeable to the employee; or,
 - iii) displacing the most junior employee within his or her current classification level, providing the employee can establish that he or she has the qualifications to immediately perform the job. The employee shall notify the Employer within one (1) week of notice of lay-off of his/her intention to displace another employee. The displaced employee shall be laid off, unless the Employer decides otherwise, in accordance with the provisions of this Article.

- (f) Full-time employees will not be required to accept part-time employment.
- (g) In the event of a short-term lay-off of two (2) weeks or less due to unforeseen emergencies, lay-off can be made without regard to length of service. Other provisions in this Article shall continue to be applicable.

34.06 Recall Procedure

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

34.07 Benefits Coverage

In the case of an employee who has retained his/her recall rights, and is laid off for a period expected to be:

- a) less than twenty-five (25) consecutive weeks, the Employer agrees to maintain the eligibility of a laid off employee during the entire period of lay-off to participation, without payment of premium, in the Extended Health Care and Dental Plans;
- b) twenty-five (25) weeks or more, the Employer agrees to maintain the eligibility of a laid off employee for a period of thirty (30) days to participation, without payment of premium, in the Extended Health Care and Dental Plans.

SECTION G: VACATION LEAVE, DESIGNATED PAID HOLIDAYS AND OTHER LEAVE

ARTICLE 35 – LEAVE GENERAL

35.01 The amount of vacation and compensatory leave earned, but unused, at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

ARTICLE 36 – VACATION LEAVE

36.01 Vacation Leave

The vacation year shall be from January 1st to December 31st of the calendar year, inclusive.

36.02 Credits

An employee shall, during the vacation year, earn vacation leave credits at the following rates for each calendar month during which he/she receives at least ten (10) days' pay:

- a) one and one-quarter (1 $\frac{1}{4}$) days until the month in which the anniversary of the employee's fifth year of service occurs;
- b) one and two-thirds (1 $\frac{2}{3}$) days commencing with the month in which the employee's fifth anniversary of service occurs;
- c) two and one-twelfth (2 $\frac{1}{12}$) days commencing with the month in which the employee's fifteenth 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 anniversary of service occurs.

36.03 Service

For the purposes of applying this Article and calculating vacation leave, "service" includes:

- a) for those employees who transferred from the Federal Government to The Calgary Airport Authority on July 1, 1992, prior years employment in the Public Service of Canada as recognized by the Federal Government on June 30, 1992, and;
- b) length of service with The Calgary Airport Authority, excluding any calendar month during which he/she does not receive at least ten (10) days pay.

36.04 Entitlement to Vacation Leave

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

36.05 Conversion of Days to Hours

For the purposes of applying the leave provisions in this Article, leave credits earned and utilized by an employee shall be calculated in hours. The conversion of days to hours shall be based on the employee's daily scheduled hours of work.

36.06 Scheduling of Vacation Leave

The Employer shall, subject to operational requirements, make every reasonable effort to schedule vacation leave at a time in a manner suitable to the employee's wishes. The Employer also agrees to give the employee a written response to his/her written vacation leave request within a reasonable period of time.

36.07 Displacement of Vacation Leave

Where, in respect of any period of vacation leave, an employee:

- a) is granted bereavement leave, or
- b) is granted leave with pay because of illness in the immediate family, or
- c) is granted sick leave, on production of a medical certificate

the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date. While on vacation leave, an employee must notify the Employer as soon as is practicable of any request for leave which would have the effect of displacing a period of approved vacation leave.

36.08 Carry-Over

Employees are normally expected to take all their vacation leave during the vacation year in which it is earned. Earned but unused vacation leave credits as of December 31st of each vacation year will be paid to the employee at the regular current rate of pay. However, upon written application by the employee made on or before December 31st, the unused portion of his/her vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall be by mutual consent.

Any vacation credits carried over must be used as vacation leave by the end of the following vacation year and such credits shall be used prior to the utilization of any credits granted in the new year. However, when an employee cannot take a period requested by him/her as the result of the Employer's refusal to grant said leave due to operational requirements, the Employer shall pay out such unused vacation credits carried over from the previous year as were requested during the period of vacation leave denied.

36.09 Return to Duty While on Leave

The Employer shall make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave. When, during any period of vacation leave, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses that the employee incurs in proceeding to the employee's place of duty and in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completion of 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 during any period in respect of which the employee is entitled, under this Clause, to be reimbursed for expenses incurred by the employee.

36.10 Cancellation of Approved Leave

When the Employer cancels a period of vacation leave which it had 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.

36.11 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave to the employee's credit by the regular daily rate of pay to which the employee is entitled in effect at the time of the termination of the employee's employment.

36.12 Recovery of Unearned Vacation Pay

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

36.13 Definition of Vacation Leave

It is agreed that for purposes of this Article "vacation leave" means vacation leave with pay.

ARTICLE 37 – DESIGNATED PAID HOLIDAYS

37.01 The following days shall be designated as paid holidays:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

37.02 An employee is not entitled to pay on a Designated Paid Holiday if the employee is absent without pay on both the working day immediately preceding and following the Designated Paid Holiday, except in the case of an employee who is granted leave Without Pay for Union Business.

37.03 When a designated paid holiday(s) coincides with an employee's day(s) of rest, the holiday(s) shall be moved to the first scheduled working day(s) following the employee's day(s) 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.

37.04 When a day designated as a holiday for an employee is moved to another day under the provision of clause 37.03:

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.

37.05 When an employee works on a holiday, he or she shall be paid:

a) time and one-half (1 ½) for all hours worked up to their regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she 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 (1 ½) 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.

37.06 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 December 31st 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 December 31st, an employee who has not been granted all of his/her lieu days as requested by him/her, shall be entitled to carry over such lieu days for one year.

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

- i) compensation in accordance with the provisions of clause 37.05; or
- ii) three (3) hours' pay at the applicable overtime rate of pay.

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

37.09 Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season. The Employer will make reasonable efforts not to schedule an employee to work December 25 for two consecutive years.

37.10 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employees normal place of work, time spent by an employee reporting to work or returning to his or her residence shall not constitute time worked.

ARTICLE 38 – OTHER LEAVE WITH OR WITHOUT PAY

38.01 Bereavement Leave With Pay

For the purpose of this Clause, immediate family is defined as the Employee's 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, son-in-law, daughter-in-law, grandchild, grandparent, fiance, or 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 five (5) consecutive calendar days inclusive of the day of the funeral. 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 one (1) days' bereavement leave with pay for the purpose related to the death of his or her brother-in-law, sister-in-law, niece, nephew, or grandparent of their spouse or common-law spouse.
- 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, which are normally beyond the control of the employee, 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.
- e) An employee is entitled to one day to be a pallbearer for someone not in the immediate family or referred to in 38.01 b).
- f) The approval of leave under this article may be subject to the provision of proof if requested by the Employer.

38.02 Leave Without Pay for Immediate Family Care

An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children, and other members of their immediate family who require care for a disability or illness in accordance with the following conditions:

- a) For the purposes of this article, immediate family is defined as spouse (or common-law partner), children (including foster children or children of legal or common-law partner), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) An employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- c) Leave granted under this Clause shall be for a minimum period of six (6) weeks.
- d) The total leave granted under this Clause shall not exceed five (5) years during an Employee's total period of employment with the Calgary Airport Authority.
- e) Where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave, providing the position exists. In any event, the employee shall be reinstated to a position and paid the wages and benefits of his or her original position.
- f) Where the employee returns from a leave of more than one year, and the employee's position has not been filled on a permanent basis or eliminated, the employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be paid at the lower rate. He or she will be given the opportunity to return to his or her permanent position if a vacancy occurs within three (3) years.

Where no reassignment is made after one (1) year from the expiry date of the employee's leave, the employment of the

employee shall be terminated and the employee shall be paid Severance pay.

38.03 Career Development Leave With Pay

- a) Career development leave includes the following:
 - i) a course or career development given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) a seminar, convention or study session in a specialized field directly related to the employee's work.
- b) Upon written application by the employee, the Employer may grant career development leave with pay for any one of the activities described in this Clause. The employee shall receive no compensation in addition to his or her regular pay during time spent on career development leave.
- c) Employees on career development leave shall be reimbursed;
 - i) for all reasonable travel related expenses, and
 - ii) other expenses incurred by them which the Employer may deem appropriate

38.04 Court Leave With Pay

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

- a) to be available for jury selection;
- b) to serve on a jury;
- 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.

38.05 Education Leave Without Pay

Upon written application by the employee, the Employer may grant an employee education leave without pay to attend a recognized

educational institution. Such leave will only be granted where the course of studies is directly related to the employee's duties or will improve their qualifications.

38.06 Examination Leave With Pay

At the Employer's discretion, 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 his or her qualifications.

38.07 Leave With Pay for Family Related Responsibilities

- a) For the purpose of this Clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster-parents), father-in-law, mother-in-law, or any relative residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances:
 - i) up to one-half ($\frac{1}{2}$) day of leave with pay for an appointment to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies. In special circumstances, leave under this clause may be granted for a period exceeding one-half ($\frac{1}{2}$) day. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work, and notify his or her supervisor of the appointment at the earliest possible opportunity.
 - ii) up to three (3) consecutive days of leave with pay for the temporary care of a sick member of the employee's family.
 - iii) two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child.

This leave may be divided into two periods, and granted on separate days.

- c) The total leave with pay which may be granted under Clause (b) (i), (ii) and (iii) shall not exceed five (5) days in a calendar year.
- d) After the completion of one (1) year service, the Employee shall be granted five (5) days marriage leave with pay. This leave will be granted only once during the employee's entire period of employment with The Calgary Airport Authority.
- e) Leave shall be granted under this Article provided that the employee satisfies the Employer of the requirement in such manner and at such time as may be determined by the Employer. Unless otherwise informed by the Employer, a statement signed by the employee shall be considered as meeting the requirements of this Clause.

38.08 Injury-On-Duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay when an employee's claim has been approved by the Workers' Compensation Board and the employee agrees to remit to the Employer the amount received by him or her from the WCB in respect to such claim.

38.09 Maternity and Parental Leave

- (a) Maternity Leave Without Pay
 - i) An employee shall notify the Employer in writing, at least four (4) weeks in advance of the initial date of the intended period of leave under this Article, unless there is a valid reason why the notice cannot be given.
 - ii) An Employee who has requested maternity leave shall be granted maternity leave without pay for a period not exceeding seventeen (17) weeks.
 - iii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy or medical disability related to pregnancy.
 - iv) An employee who becomes pregnant shall, upon request, be granted maternity leave and parental

leave for a period beginning before, on or after the termination date of pregnancy and not to exceed fifty-two (52) weeks leave in total.

- v) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization during the period of maternity leave under this Article, and the employee returns to work during all or any part of any periods which the newborn child is hospitalized, the employee may resume parental leave
- vi) Leave granted under this Article shall be counted for the calculation of service for the purpose of calculating severance pay, vacation leave, and pay increments under this Agreement.
- vii) When the employee returns to work from any period of leave under this Article, the Employer will return the employee to the same position which the employee held prior to the leave, provided the position exists, but in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.
- viii) During the seventeen (17) weeks of maternity leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit and life insurance plans. The employee will be responsible for her applicable share of the cost of The Calgary Airport Authority pension, benefit, and life insurance plans. The next 35 weeks of Parental leave, (or any portion thereof) the Employer will continue to pay its portion of all pension, benefit and life insurance plans. The employee will have the option to continue to pay their share of the pension, benefit and life insurance plans.

(b) Maternity Leave Sub Payment Allowance

- (i) An employee who has completed six (6) months of continuous service is entitled to be paid by the Employer a maternity leave allowance. The employee must qualify for Employment Insurance maternity benefits in order to be paid a maternity sub payment allowance under this Article

- 1) Where the employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of ninety three percent (93%) of the employee's normal weekly rate of pay for each week of the two week waiting period, less any other monies earned during this period and/or;
 - 2) Up to a maximum of fifteen (15) week's payment equivalent to the difference between the Employment Insurance maternity benefits the employee receives and ninety three percent (93%) of her normal weekly rate of pay, less any other monies earned during the period which may result in decreased Employment Insurance maternity benefits.
- (ii) The employee shall agree in writing to return to work on the date of expiry of the maternity leave for a period of six (6) months (including periods of approved leave). Should an employee fail to return to work for reasons other than death, disability or layoff, the employee recognizes that she is indebted to the Employer for the full amount of the maternity sub payment allowance on a pro-rata basis.
- (c) Parental Leave Without Pay
- i) Upon request by the employee, leave under this Clause shall be granted for a period not exceeding fifty-two (52) consecutive weeks to:
 - a) An employee who becomes pregnant, for a period beginning before, on or after the termination date of pregnancy and not to exceed fifty-two (52) weeks leave in total; or
 - b) A male employee who will come into the care and custody of a newborn child (such leave shall not commence until the employee accepts custody of the child); or
 - c) An employee who has obtained an order under the laws of Alberta to adopt a child.

- ii) Leave granted to any two Calgary Airport Authority employees under this Article shall not exceed the aggregate amount of fifty-two (52) weeks leave in respect of a given child.
- iii) During the period of parental leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit, and life insurance plans. The employee will be responsible for his or her applicable share of the cost of The Calgary Airport Authority pension, benefit, and life insurance plans.

38.10 Sick Leave With Pay

When an employee is unable to perform his or her duties because of illness or injury, excluding absences related to approved WCB claims, the employee will be granted sick leave with pay for a period of up to seventeen (17) calendar weeks, provided the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer.

Unless otherwise informed by the Employer, a statement signed by the employee stating that he or she was unable to perform his or her duties because of an illness or injury shall be considered as meeting the requirements of this Clause.

38.11 Union Business Leave

(a) Arbitration and Conciliation Boards

The Employer will grant leave with pay to an employee called as a witness by an Arbitration or Conciliation Board. When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees for the purpose of attending the arbitration or conciliation proceedings on behalf of the Union.

(b) Arbitration

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

- i) a party to the arbitration,
- ii) the representative of an employee who is a party to an arbitration,
- iii) a witness.

(c) Contract Negotiation Meetings

- i) Subject to operational requirements, the Employer will grant leave to up to three (3) employees during regularly scheduled hours of work for the purpose of attending contract negotiation meetings and preparatory contract negotiation meetings.
- ii) With respect to the leave identified in 38.11(c)(i), the Employer will grant leave with pay during the renewal negotiations of this Collective Agreement to a maximum of three months beyond the expiry date of the Collective Agreement and the Union will reimburse the Employer for the employee's pay (not including pension and benefit costs) during the period of approved leave. Beyond three months after the expiry of the current Collective Agreement, the Employer will grant leave without pay.

(d) Meetings Between Union and Management

When operational requirements permit, the Employer will grant leave with pay to employees who are meeting with management on behalf of the Union.

(e) Representatives' Training Courses

When operational requirements permit, the Employer will grant leave without pay to Union Representatives to undertake training related to the duties of a Union representative.

(f) Full-time Union Officers

The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the Union within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee

holds such office, but not to exceed a lifetime maximum of three (3) years.

An employee who returns to the bargaining unit after a period of leave without pay granted under the Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

(g) Union Business

Subject to operational requirements and with reasonable notice, the Employer may grant leave without pay to a reasonable number of employees to attend to Union business.

38.12 Leave for Other Reasons

The Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee either:
 - i) prevents his or her reporting for duty at the regular start time,
 - or
 - ii) prevents his or her working a complete shift.Such leave shall not be unreasonably withheld.
- b) leave with pay for up to three (3) hours to attend medical and dental appointments which are scheduled to minimize his or her absence from work. Such leave shall not be unreasonably withheld.
- c) leave with or without pay for purposes other than those specified in this Agreement.

SECTION H: COMPENSATION RELATED ARTICLES

ARTICLE 39 – PAY ADMINISTRATION

For the purposes of this Agreement:

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

39.01 Except as provided for in Clause 39.06, all employees shall be paid on a bi-weekly basis at the rate of pay specified for his or her position in Annex A.

39.02 Except as provided for in Clause 39.06, upon initial appointment, an employee will normally be paid at the lowest level in the band for his or her position or at such higher level in the band as may be deemed appropriate by the Employer. In no case shall the employee be paid less than the minimum level for his or her position.

39.03 Except as provided for in Clause 39.06, an employee who moves to or is reclassified to a higher paid position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the differential between the first and second steps in the new position, or such higher rate as may be deemed appropriate by the Employer. An employee who voluntarily moves to a lower paid position shall be paid at the maximum rate for that lower rated position.

39.04 Except as provided for in Clause 39.06, an employee who moves to or is reclassified to a position with the same pay scale as his or her prior position shall be compensated at the same rate which was applicable in his or her prior position.

39.05 Except as provided for in Clause 39.06, unless otherwise agreed between the Employer and the Union, in no case shall an employee be paid higher than the maximum rate in his or her position.

39.06 Pay Protected Employees

- a) Certain employees ("pay protected employee(s)") are paid at a pay protected rate for their position which is different than the rates identified in Annex A. As of the signing date of this Collective Agreement, these employees and their applicable pay rates are as per Annex B.
- b) A pay protected employee who moves to a different position or whose position is reclassified to a different level in the Annex A pay scale, shall have the option (which must be selected in writing and once selected, is irrevocable) of remaining at their current pay protected scale or moving to the Annex A pay scale for the new position. An employee who elects to move to the Annex A pay scale shall be paid at the lowest available rate in the Annex A pay scale which provides for an increase in pay from their pay protected rate or if such movement does not provide for an increase in pay, at the maximum rate in the Annex A pay scale.

39.07 **Pay Increments**

- a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. 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. The pay increment period for all positions is one year.
- b) An employee who is being paid at an Annex A position rate and who moves to or is reclassified to a position which is a higher rated position shall have their increment date changed to coincide with the date of their appointment to the new position. An employee who is being paid at an Annex A position rate and who moves to or is reclassified to a position other than a higher rated position shall retain his or her increment date. A pay protected employee who moves to the Annex A pay scale shall have their increment date changed to coincide with their move to the Annex A pay scale.
- c) The Employer may withhold a pay increment from an employee if the employee is not performing the duties of the

position satisfactorily. When the Employer intends to withhold a pay increment from an employee, the Employer shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.

An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months, subsequent review shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.

- d) Unless otherwise provided in this Agreement, an employee on a leave of absence without pay for a period of two (2) months or more will not be granted his or her pay increment until he or she completed the remainder of the pay increment period and the employee's increment date will be adjusted accordingly.

39.08

Acting Pay Within the Bargaining Unit

- a) When an employee is required by the Employer to substantially perform the duties of a higher paid bargaining unit position in an acting capacity and performs those duties for at least three (3) consecutive working days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act. An employee acting in a higher paid position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position.
- b) An employee acting in another position will normally be paid at the lowest level of the acting position. However, a higher level in the pay range for the higher paid position will be selected when necessary to provide the employee with an acting pay premium at least equal to the highest differential in the scale of the lower paid position. In no case shall the acting pay premium be less than 5% of the employee's current salary.

- c) When an employee receives an increment in the lower rated position, his or her acting rate of pay will be adjusted accordingly.

39.09 Acting Pay Outside the Bargaining Unit

- a) With the concurrence of the employee, the Employer may appoint an employee to a position outside the bargaining unit on an acting basis. During the acting period, the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. At the conclusion of the acting period, the employee shall be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit.
- b) When acting in an excluded position, the employee will be paid a minimum acting pay premium of 15% of his or her rate of pay, or such higher premium as may be determined by the Employer.

39.10 Payments provided under this Agreement shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

ARTICLE 40 – PENSION, BENEFIT & LIFE INSURANCE PLANS

40.01 Subject to eligibility criteria as set out in this Agreement, the Employer will provide pension, benefit and life insurance coverage as specified in this Article, excluding periods of leave without pay in excess of thirty (30) days unless otherwise specified in this Agreement.

40.02 Pension Plan

- a) Basic Defined Benefit Pension Plan

The Calgary Airport Authority Basic Defined Benefit Pension Plan is 100% Employer funded and provides a retirement benefit calculated as follows:

1% multiplied by the credited service multiplied by the average paid salary for the best three consecutive years,

less,

.35% (.0035) multiplied by the credited service multiplied by the lesser of:

- i) the average Yearly Maximum Pensionable Earnings (YMPE) for the last three (3) consecutive years ending in the year of retirement, or
- ii) the average paid salary for the best three (3) consecutive years.

The Basic Defined Pension benefit is fully inflation-indexed. The normal retirement age after vesting is sixty (60) years of age, however, an employee may retire without a penalty reduction as early as age fifty-five (55) when the employee's age plus years of service equals eighty (80).

b) Money Purchase Plan

The Calgary Airport Authority Money Purchase Plan allows an employee to make variable contributions to this plan. The Employer provides a matching contribution of 25% of the employee's contribution, up to 1% of annual salary. Both the employee and Employer contributions vest after two years of continuous service.

c) Minimum Pension Guarantee

For those employees who transferred from the Federal Government to The Calgary Airport Authority on July 1, 1992 and who elected to contribute to the Authority's Money Purchase Plan 7.5% of salary less 2.4% of the YMPE during each year of employment with the Authority, the Authority will provide a guarantee that the combined pension benefit calculated pursuant to Clauses 40.02(a) and (b) for post-transfer service will not be less than the benefits provided under the Public Service Superannuation Act and Supplementary Retirement Benefits Act as of April 1, 1992.

- d) Further information on The Calgary Airport Authority pension plan is provided in the Authority's Pension Plan text, a current copy of which shall be provided to the President of the Local Union. The Authority's Pension Plan text shall not be included in, nor form part of, the Collective Agreement.

- e) At least once per year, all employees who are members of the Defined Benefit Pension Plan will be provided with a written statement of their individual pension benefit.

40.03 **Benefit Plans**

- a) The Employer will provide the following benefit plans for which the premiums are 100% paid by the Employer; Dental Care Plan, Extended Health and Vision Care Plan, Long-term Disability Plan and Basic Life Insurance Plan. The Employer will also make available optional plans for life, accidental death & dismemberment and dependent life insurance which are 100% funded by the employee. In addition, the Employer will pay 100% of Alberta Health Care Plan Premiums. The Employer will also provide a death benefit of \$12,500 to the employee's beneficiary in the event of the employee's death. All newly hired employees are subject to a ninety (90) day waiting period for the Benefit Plans identified in this Clause.
- b) The Benefit Plans provide the following levels of coverage, subject to limitations and exclusions under each plan:
 - i) **Dental Plan**
 - 90% of the approved fees for basic services
 - 50% of the approved fees for major restorative services up to a combined limit with basic services of \$2000 per person every calendar year. Effective January 1, 2010, this will increase to 60% of the approved fees for major restorative services up to a combined limit with basic services of \$2400 per person per calendar year.
 - 50% of the approved schedule of fees for orthodontic services to a lifetime maximum of \$3000 per person. This limit increases to \$3500 on January 1, 2010.
 - ii) **Extended Health Care Plan**
 - 80% of the first \$1500 eligible drug expenses and 100% thereafter.
 - maximum of \$500 per person in a twenty four (24) month period for vision care. This maximum

amount for vision care shall be increased to \$700 on January 1, 2010.

- lifetime maximum of \$1,000,000 per disability per participant for outside Canada emergency health coverage.

iii) Long Term Disability

- 75% of gross monthly earnings, based upon the employee's regular rate of pay to a maximum of \$6500 of benefit per month.

iv) Life Insurance

- The benefit equals 1.5 times the annual basic earnings at the regular rate of pay. This will increase to 2.0 times the annual basic earnings at the regular rate of pay effective January 1, 2010.

- c) The ability to co-insure benefits of The Calgary Airport Authority benefit plans will be extended to situations where one Authority employee is the spouse of (or in a recognized common-law relationship with) another Authority employee.

40.04 Further information regarding the group benefit plan is available on the company's intranet site. This information shall not be included in, nor form part of, the Collective Agreement.

ARTICLE 41 – OVERTIME COMPENSATION

41.01 Assignment of Overtime Work

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

- a) to allocate overtime work on an equitable basis among readily available qualified employees,
and
- b) to give employees who are required to work overtime adequate notice of this requirement

41.02 Overtime Compensation

- a) Overtime shall be paid for hours worked in excess or outside of an employee's scheduled daily hours of work, and shall be compensated for each completed fifteen (15) minute period at the following rates:
 - i) time and one-half (1 ½), except as provided for in Clause 41.02 (a)(ii), and 41.02 (a) (iii)
 - ii) double (2) time for each hour of overtime worked after seven and one-half (7.5) hours work on the employee's first day of rest, and for all hours worked on the second or subsequent day of rest. Second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest, which may however, be separated by a designated paid holiday.
 - iii) Time and one-half (1 ½) for each of the first four (4) hours worked in excess of the employee's normal scheduled daily hours and double time (2) for each additional consecutive hour.

- b)
 - i) The Employee shall be paid for overtime except where, upon request of an employee and with the approval of the Employer, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.
 - ii) Subject to operational requirements, the Employer shall endeavour to grant the above leave at times convenient to the employee.
 - iii) If any of the above leave cannot be utilized by the employee, by the end of a twelve (12) month period to be determined by the Employer, then payment in cash will be made at the employee's then current regular rate of pay.
 - iv) On request of the employee and with the approval of the Employer, compensatory leave earned during a twelve (12) month period referred to in 41.02(b)(iii) may be carried forward up to the next pay out date.

- c) An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater, if the employee is notified of the overtime work requirement prior to completing their last scheduled shift. This minimum payment does not apply to part time employees.

- d) An employee who reports for overtime work as directed on a day which is not a day of rest, and at a time which is not contiguous to either
 - i) the employee's regularly scheduled shift on that day,
 - or
 - ii) any other period of work on that day,shall be paid for the time actually worked, or a minimum of three (3) hours pay at the applicable overtime rate, whichever is the greater. However, this clause shall be applicable only to employees who are notified of such a non-contiguous overtime requirement prior to the completion of either their regularly scheduled shift on that day, or any other period of work on that day, as applicable.

- e) The compressed day off, as described in Article 19.12, shall not be considered to be a day of rest. An employee who is required to work on their compressed day off will be compensated at the rate as described in Article 41.02 (a).

41.03 Rest Entitlement

- a) An employee who has completed a shift (that may include a contiguous period of overtime) or a period of non-contiguous overtime shall not be required to resume work until eight and a half (8 ½) hours have elapsed from the time the shift or overtime period was completed.

- b) No loss of regular wages will be incurred as a result of (a) above.

- c) In exceptional circumstances, and with the employee's consent, the 8 ½ hour rest entitlement described in (a) may be waived. In such instances, the employee will be compensated at the double time rate for all subsequent

work performed until an eight and a half (8 ½) hour rest period is provided.

ARTICLE 42 – CALL BACK

- 42.01 If an employee is called back to work
- a) on a designated paid holiday which is not his/her scheduled day of work,
 - or
 - b) on his/her day of rest,
 - or
 - c) after he/she has completed his/her work for the day and has left his/her place of work,
- and returns to work he/she shall be entitled to the greater of:
- i) three (3) hours pay at the applicable overtime rate, provided that the period worked by the employee is not contiguous to the employee's normal hours of work,
 - or
 - ii) the applicable rate of overtime compensation for time worked.

ARTICLE 43 – STANDBY PAY PREMIUM

- 43.01 Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of nineteen (\$19) dollars for each eight (8) consecutive hours or portion thereof that the employee is on standby. The quantum of the Standby Pay Premium shall be adjusted in accordance with Annex C.
- 43.02 An employee designated for standby duty will be available during the period of standby by pager and return for duty promptly and normally within one (1) hour of receiving the page. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
- 43.03 No standby payment shall be granted if an employee is unable to report for duty when required.

43.04 An employee who is on standby who reports to work shall, in addition to the standby pay, be compensated in accordance with the Call Back Pay provisions of Article 42.

ARTICLE 44 – MEAL ALLOWANCE

44.01 a) An employee who works three (3) or more hours of overtime:

- i) immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or
- ii) immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of thirteen dollars (\$13.00). Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

When an employee works overtime continuously beyond the period provided in (i) above, the employee shall be reimbursed for one (1) additional meal in the amount of thirteen dollars (\$13.00) for each four hour period of overtime worked thereafter. Reasonable time with pay, to be determined by the Employer, shall be allowed to an employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

- b) When an employee is called back to work overtime that is not contiguous to the employee's scheduled hours of work, the employee will be reimbursed for one (1) meal if the employee is required to work more than three (3) hours; and an additional meal allowance of thirteen dollars (\$13.00) for each contiguous four (4) hour period worked beyond the initial three (3) hours.
- c) The quantum of the Meal Allowance shall be adjusted in accordance with Annex C.

ARTICLE 45 – SHIFT AND WEEKEND PREMIUMS

45.01 Shift Premium

An employee working on a regularly scheduled rotating shift shall receive a shift premium of two dollars (\$2.00) per hour for all hours worked between 7:00 p.m. and 7:00 a.m., including overtime hours contiguous to the shift.

45.02 Weekend Premium

Employees shall receive an additional premium of one dollar and seventy-five cents (\$1.75) per hour for regularly scheduled straight time hours of work on a Saturday and/or Sunday.

45.03 The premiums in Article 45 shall be adjusted in accordance with Annex C.

ARTICLE 46 – SEVERANCE PAY

46.01 For the purpose of calculating severance benefits under this Article, "service" shall be considered to represent twelve (12) months (or part thereof) of full-time employment during a year. In the case of a partial year of service, the severance entitlement for that partial year shall be calculated on the basis of the applicable severance benefit as per this Article multiplied by the number of weeks of service in that partial year, divided by 52. Unless otherwise provided in this Agreement, periods of leave without pay in excess of sixty (60) days shall not qualify as "service" for the purpose of calculating severance benefits under this Article.

46.02 Severance benefits payable to an employee under this Article shall be reduced by any period of service in respect of which the employee was already granted any type of termination benefit and, unless otherwise indicated in this Article, shall not include any period of employment prior to July 1, 1992.

46.03 The Employer will pay severance pay benefits, calculated on the employee's current regular weekly rate of pay at termination, under the following circumstances:

a) Resignation

On resignation, and with ten (10) or more years of service, one-half (1/2) weeks' pay for each year of service, up to a maximum of twenty-six (26) years, to a maximum of thirteen (13) weeks' pay.

b) Retirement

On retirement, an employee who qualifies for an immediate annuity under the Authority's pension plan is entitled to a severance payment in respect of the employee's complete period of service, comprised of one (1) weeks' pay for each year of service, to a maximum of thirty (30) weeks' pay.

c) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of service, comprised of one (1) weeks' pay for each year of service, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

d) Incapacity

When an employee has completed more than one (1) year of service and ceases to be employed by reason of physical or mental incapacity, the employee is entitled to one (1) weeks' pay for each year of service, with a maximum of twenty-eight (28) weeks' pay.

e) Lay-off

i) On lay-off, two (2) weeks' pay for the first year of service with The Calgary Airport Authority and one (1) weeks' pay for each additional year of service with The Calgary Airport Authority.

ii) For the purpose of calculating the amount of severance pay in 46.03(e) only, service shall include, for those employees who transferred from the Federal Government to The Calgary Airport Authority on July 1, 1992, prior years employment in the Public Service of Canada as recognized by the Federal Government on June 30, 1992.

f) Termination for other reasons

When an employee has completed more than ten (10) years of service and ceases to be employed for reasons other than those identified in (a) to (e) above, the employee is entitled to one (1) weeks' pay for each year of service, to a maximum of twenty-eight (28) weeks' pay.

ARTICLE 47 – MEMBERSHIP FEES

47.01 The Employer shall reimburse an employee for membership fees associated with membership in a professional organization or trade association in those cases where the Employer has determined that membership is required during the normal course of their duties or where the reimbursement of membership fees is otherwise authorized by the Employer.

ARTICLE 48 – TRAVELLING TIME AND EXPENSES

48.01 Where the Employer requires an employee to travel outside of the City of Calgary on:

- a) a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours traveled to a maximum of seven and a half (7 ½) hours' pay at the straight-time rate of pay.
- b) a normally scheduled working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- c) a normally scheduled working day on which the employee travels and works, the employee shall be paid:
 - i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours, and
 - ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed seven and one-half (7 ½) hours' pay at the straight-time rate of pay.

- 48.02 The time of departure and the means of travel shall be determined by the Employer. In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements in which case compensation for traveling time shall not exceed that which would have been payable under the Employer's original determination.
- 48.03 The Employer will reimburse employees for reasonable expenses incurred (receipts to be provided) while traveling on Calgary Airport Authority business, including, but not limited to, meals and commercial accommodations.

ARTICLE 49 – TRANSPORTATION PREMIUM

- 49.01 When an employee reports back for overtime work which is not contiguous to the employee's regularly scheduled shift, the employee shall be paid for the distance between work and his or her principal residence at a rate of forty-seven and a half cents (\$0.475) per kilometer each way, to a maximum of 80 kilometers each way.
- 49.02 When an employee is requested by the Employer to use his or her own vehicle, and the employee agrees to use his or her own vehicle, he or she shall be reimbursed for actual distance traveled by the most reasonable direct route at a rate of forty-seven and a half cents (\$0.475) per kilometer.
- 49.03 Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.
- 49.04 These rates shall be reviewed annually, as of January 1, and may be adjusted by the parties to this Agreement by mutual consent.

ARTICLE 50 – CLASSIFICATION

- 50.01 When the Employer establishes a new position in the bargaining unit which has not been previously classified, a joint union/management committee (with a minimum of two representatives from each party) will be convened to determine the classification. In the event that the committee reaches a unanimous agreement, the position will be classified at the level

decided by the committee. In the event that the committee is unable to reach unanimous agreement, the Employer will classify the position and the union will have the option of submitting the matter to arbitration in accordance with the procedures outlined in the collective agreement.

50.02 Material Change in Positions

- a) In the event that an employee, group of employees or the Employer believe that there has been a material change in the position duties which may result in a change in their point rating, a Notice, with full details must be filed with the Senior Director, Human Resources. If the Notice is filed by an employee(s), the Senior Director, Human Resources will review the details of the Notice and will meet with the employee(s) concerned, with a Union representative present if requested by the employee(s). The Senior Director, Human Resources will, within thirty (30) working days of receiving notice, provide a written decision regarding the issue of material change to the employee(s) with a copy to the Union.
- b) In the event that the Employer concurs that there has been a material change, a joint Union/Management committee will be convened to review the classification. In the event the committee reaches a unanimous decision, a written decision will be issued to the employee(s) by the Committee. If no unanimous decision is reached, the Employer will issue a decision to the employee.
- c) In the event the employee(s) is not satisfied with the decisions in a) or b), then within twenty-five (25) days of receiving the written decision, the employee(s) may submit the matter to Step Two of the Grievance procedure as contained in the Collective Agreement. If the concern is not satisfactorily resolved at Step Two, it may be referred to Arbitration by the Union.

50.03 If during the term of this Agreement, a new classification standard is implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new standard and levels.

ARTICLE 51 – APPRENTICESHIP PROGRAM

- 51.01 The Employer may sponsor an employee in an apprenticeship program. Apprenticeship programs will be established in accordance with provincial requirements and regulations and registered with the provincial authority.
- 51.02 Except where otherwise specified, apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement. An employee, while attending an apprenticeship training school shall not be entitled to premium payments such as overtime, callback, or shift premiums.
- 51.03 The Employer will pay the full costs of apprentices' registration fees and course materials.
- 51.04 The period spent while attending an apprenticeship training school shall be counted toward continuous employment as defined in this Collective Agreement.
- 51.05 Existing Employees
- a) An employee selected by the Employer to participate in an apprenticeship program, who is already employed by the Employer, shall not have his/her pay reduced while in the program. The employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage as established in the Alberta Apprenticeship and Training Act of the first level of the Authority classified band rate for that trade. The Employer will supplement any training allowance or Employment Insurance benefit to ninety five percent (95%) of the employee's salary and will ensure no loss of benefits while attending school, provided the employee continues to pay their applicable share of the cost of those benefits.
 - b) If an existing employee fails to:
 - (i) complete or pass the required components of the apprenticeship school program, or
 - (ii) fails to pass the provincial certification requirements within two (2) attempts, or
 - (iii) fails to perform satisfactorily on the job while he/she is an apprentice,

then the employer may:

- 1) return the employee to his/her former position, if available; or
- 2) move the employee to a position at an equivalent level to his former position.


51.06 Employees Hired as Apprentices

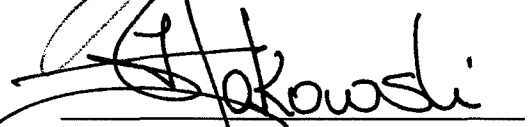
- a) Employees hired as Apprentices shall be paid the appropriate equivalent percentage as established in the Alberta Apprenticeship and Training Act of the first level of the Authority classified band rate for that trade. The employer will supplement any training allowance or Employment Insurance benefit to ninety-five percent (95%) of the employee's salary and will ensure no loss of benefits while attending school, provided the employee continues to pay their applicable share of the cost of those benefits.
- b) Where an Apprentice fails to successfully complete a trade training course or fails to perform satisfactorily on the job while he/she is an apprentice, the Apprentice may be terminated at the discretion of the Employer.

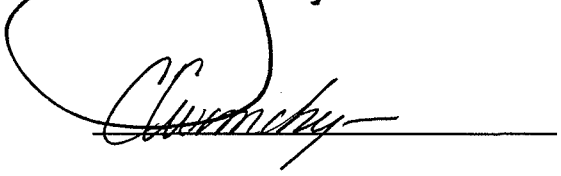
51.07 Upon successful completion of the Apprenticeship Program, and receipt of his/her journeyman certification, the employee will be appointed to a position at level three of the Authority's classified band for that trade. Upon appointment, newly hired employees will be required to serve a probationary period.

SIGNED BY:

THE CALGARY AIRPORT AUTHORITY






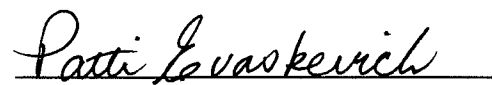


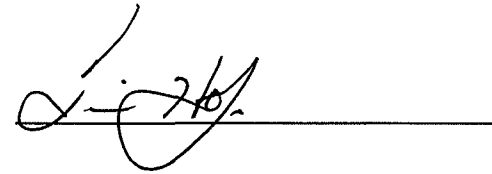
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THE PUBLIC SERVICE ALLIANCE
OF CANADA

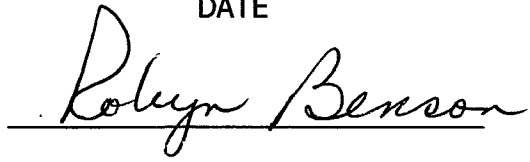







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ANNEX A – RATES OF PAY

CONSUMER PRICE INDEX ADJUSTMENTS

This Annex covers the base pay rates for all employees other than those listed in Annex B. All positions identified in this Annex A will receive an economic adjustment as of the following dates:

January 1, 2008
January 1, 2009
January 1, 2010
January 1, 2011
January 1, 2012

All salary adjustments will normally be made by March 31st of the adjustment year. **Adjustments will be based on the 2007 Pay Bands:**

Authority Pay Band	Step 1	Step 2	Step 3	Step 4 New*
5	\$34,544.29	\$35,926.34	\$37,806.89	\$39,319.17
6	\$39,553.01	\$41,135.29	\$42,780.59	\$44,491.81
7	\$44,707.26	\$46,495.93	\$48,355.10	\$50,289.30
8	\$51,188.79	\$53,237.33	\$55,366.06	\$57,580.70
9	\$58,611.66	\$60,956.02	\$63,395.75	\$65,931.58
10	\$67,109.95	\$69,794.35	\$72,586.57	\$75,490.03
11	\$76,842.62	\$79,916.83	\$83,111.29	\$86,435.74
12	\$87,983.85	\$91,501.76	\$95,162.05	\$98,968.53

***CLASSIFICATION SYSTEM ADJUSTMENT**

Effective January 1, 2008, one additional classification increment, step 4, will be added to all Authority Bands. The new increment will reflect a 4% increase from the previous maximum increment.

Any employee who has been in Step 3 for 1 year or more from their salary anniversary date shall move to Step 4 on January 1, 2008.

Future Year Consumer Price Index Adjustments

Effective January 1, 2008 shall not be less than 6%	% change in CPI + 0.25%
Effective January 1, 2009 shall not be less than 4%	% change in CPI + 0.25%
Effective January 1, 2010 shall not be less than 4%	% change in CPI + 0.25%
Effective January 1, 2011 shall not be less than 3%	% change in CPI
Effective January 1, 2012 shall not be less than 3%	% change in CPI

The economic adjustment will be calculated using the Statistics Canada All-Items Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year, adding .0025 to the result and then multiplying the result by the salaries in effect on the adjustment date.

For greater clarity, if the Annual Average All-items Consumer Price Index for Calgary in 2003 is 141.1, and for 2004 it is 144.5, then the annual increment would be calculated as follows: $(145.5 \div 141.1) + .0025 = 1.0337$. So, effective January 1, 2005, all premiums and allowances would increase by 3.37%. In the case of a position being paid \$45,000 per annum on December 31, 2004, the salary would increase to $\$45,000 \times 1.0337 = \$45,516.50$ effective January 1, 2005.

ANNEX B – RATES OF PAY

CONSUMER PRICE INDEX ADJUSTMENTS

This Annex covers the base pay rates for salary-protected individuals as identified below by Employee Number. All positions identified in this Annex B will receive an economic adjustment as of the following dates:

January 1, 2008 – applied to the New Pay Rate*
January 1, 2009
January 1, 2010
January 1, 2011
January 1, 2012

All salary adjustments will normally be made by March 31st of the adjustment year.

Pay Band	Employee #	2007 Base Pay Rate	New Pay Rate*
CR-05	204	\$52,442.28	\$54,539.97
DD-04	353	\$57,801.76	\$60,113.83
EG-06	136, 161, 296	\$85,011.72	\$88,412.19
EIM-10	213, 167, 107, 126	\$55,803.15	\$58,035.28
PIP-09	145	\$56,655.66	\$58,921.89
PM-04	104, 211	\$73,103.30	\$76,027.43

*BASE PAY RATE ADJUSTMENT

Effective January 1, 2008, all 2007 base pay rates will be adjusted to the new base pay rate, as identified above. The new base pay rate will reflect a 4% increase.

Future Year Consumer Price Index Adjustments

Effective January 1, 2008 shall not be less than 6% % change in CPI + 0.25%

Effective January 1, 2009 shall not be less than 4% % change in CPI + 0.25%

Effective January 1, 2010 shall not be less than 4% % change in CPI + 0.25%

Effective January 1, 2011 shall not be less than 3% % change in CPI

Effective January 1, 2012 shall not be less than 3% % change in CPI

The economic adjustment will be calculated using the Statistics Canada All-Items Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year, adding .0025 to the result and then multiplying the result by the salaries in effect on the adjustment date.

For greater clarity, if the Annual Average All-items Consumer Price Index for Calgary in 2003 is 141.1, and for 2004 it is 144.5, then the annual increment would be calculated as follows: $(145.5 \div 141.1) + .0025 = 1.0337$. So, effective January 1, 2005, all salaries would increase by 3.37%. In the case of a position being paid \$45,000 per annum on December 31, 2004, the salary would increase to $\$45,000 \times 1.0337 = \$45,516.50$ effective January 1, 2005.

ANNEX C – MONETARY ADJUSTMENT TO PAY PREMIUMS AND MEAL ALLOWANCE

CONSUMER PRICE INDEX ADJUSTMENTS

The Article 43 Standby Pay Premium, Article 44 Meal Allowance, Article 45 Shift Premium and Article 45 Weekend Premium will receive an economic adjustment as of the following dates:

Future Year Consumer Price Index Adjustments

January 1, 2009	% change in CPI
January 1, 2010	% change in CPI
January 1, 2011	% change in CPI
January 1, 2012	% change in CPI

This economic adjustment will be calculated using the Statistics Canada Consumer Price Index (CPI) for Calgary.

The economic adjustment will be calculated by dividing the annual average CPI from the first previous calendar year by the annual average CPI of the second previous calendar year, and then multiplying the result by the premiums or allowances in effect on the adjustment date. All adjustments will be calculated and adjusted (up or down) to the closest \$0.05 from the previous year rate.

For greater clarity, if the Annual Average All-items Consumer Price Index for Calgary in 2003 is 141.1, and for 2004 it is 145.5, then the annual increment would be calculated as follows: $(145.5 \div 141.1) = 1.0312$. So, effective January 1, 2005, all premiums and allowances would increase by 3.12%.

