

AGREEMENT BETWEEN

SOURCE	Union
EFF.	99/03/01
TERM.	2002/02/28
No. OF EMPLOYEES	20
NOMBRE D'EMPLOYÉS	20



**THE PUBLIC SERVICE ALLIANCE OF CANADA
(P.S.A.C.)**

AND



**THE SAULT STE. MARIE
AIRPORT DEVELOPMENT CORPORATION
(S.S.M.A.D.C.)**

EFFECTIVE DATE: MARCH 01, 1999

EXPIRY DATE: FEBRUARY 28, 2002

RECEIVED
JUN 4 1999

12231(01)

ARTICLE 1

PURPOSE

1.01

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance, 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 Alliance, Employees, and the Employer.

ARTICLE 2

RECOGNITION

2.01

The Employer recognizes the Alliance as the exclusive Bargaining Agent for all Employees of the Employer described in the Certificates issued by the Canada Labour Relations Board dated May 13, 1998.

ARTICLE 3

MANAGEMENT RIGHTS

3.01

Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.

ARTICLE 4

UNION SEC _____

4.01

Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all Employees in the Bargaining Unit, Where an Employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

4.02

For the purpose of applying this Article, deductions from pay for each Employee in respect of each calendar month, will start With the first full calendar month to the extent that earnings are available.

4.03

The Alliance shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each employee.

4.04

The amounts deducted in accordance with *Article 4.01* shall be remitted to the Controller of the Alliance no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.

4.05

No Employee Organization, other than the Alliance, shall be permitted to have membership dues deducted by the Employer from the pay of Employees in the Bargaining Unit.

4.06

The Alliance 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, limited to the amount actually involved in the error.

4.07

All Employees, except those identified as Managerial/Confidential Exclusions shall be required to join the Alliance, as a condition of employment,

ARTICLE 5**OPERATIONAL REQUIREMENTS****5.01**

Operational requirements are defined, in this collective agreement, as those requirements that dictate a qualified individual be present at his, or her post in order to carry out assigned duties in order to maintain the essential operations of the Airport, taking into account budget restrictions of the Section and the Airport. These considerations, however, shall not restrict granting of leave when the Employer is given sufficient notice to plan for accommodating such leave in the next week's schedule without incurring overtime costs to the Employer.

ARTICLE 6**STRIKES AND LOCKOUTS****6.01**

There shall be no strikes or lockouts (as defined in the Canada Labour Code and accompanying Regulations) during the life of this Agreement.

6.02

Where an Employee expresses a concern for their **safety** in attempting to cross a picket line on the Employer's premises, the Employer will endeavour to provide a **safe access** to the workplace.

ARTICLE 7**JOINT CONSULTATION****7.01**

The **parties** acknowledge the **mutual** benefits to be derived **from** joint consultation and are prepared to **enter into** discussions **aimed** at the **development and** introduction of appropriate processes for the **purpose of providing** joint consultation on matters of **common** interest.

7.02

Upon request of **either party**, the **parties** to this **Agreement** shall consult **meaningfully** at the appropriate **level** about proposed changes in **conditions** of employment or **working conditions** not covered by this Agreement.

ARTICLE 8**INFORMATION****8.01**

The Employer shall provide the **Local**, within a **period** of fifteen (15) days, with the names, classification, and **work** location of **newly** appointed Employees in the **Bargaining Unit**.

8.02

The Employer agrees to supply **each** Employee in the **Bargaining** Unit with a copy of the **Collective** Agreement.

8.03

The Employer agrees to **provide** to the President of the **Local** Union of PSAC with a copy of the Employer's current **Organization Chart**.

ARTICLE 9**USE OF EMPLOYER FACILITIES****9.01**

Reasonable space on bulletin boards, in convenient locations, **will** be made **available** to the **Alliance** for the **posting** of **official Alliance** notices. **Posting** of notices or other materials, except notices related to the **business** affairs of the Alliance, **shall** require **prior approval** of the Employer.

9.02

The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Alliance.

9.03

The Employer will provide the Union Executive access to fax and photocopying facilities on a cost recovery basis.

9.04

A duly accredited Representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by Management.

9.05

Where practical, and with the permission of the Employer, a meeting location will be provided to the Local so that it may carry out Union business.

ARTICLE 10**LOYEE PRESENTATI****10.01**

The Employer acknowledges the right of the Alliance to appoint or otherwise select Employees as representatives.

10.02

The Alliance shall determine the jurisdiction of each representative.

10.03

The Alliance shall notify the Employer, in writing, the name and jurisdiction of its representatives,

10.04

A Representative shall obtain the permission of his, or her immediate supervisor before leaving his, or her work to investigate Employee complaints, or process a grievance, or undertake any other Union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the Representative shall report back to his, or her supervisor before resuming his, or her normal duties.

10.05

The Employer shall ensure that the new Employees are introduced to a representative of the Alliance.

ARTICLE 11**GRIEVANCE PR****11.01**

The parties **agrees** that **discussion** should **occur between** Employees, **Union** Representatives and Employer Representatives **when** problems or differences **arise** in an attempt **to** resolve problems or differences. This **grievance** procedure **is** not intended to **preclude any discussion** between Employees, Union Representatives and Employer Representatives.

11.02

If a difference **arises** between the Employer and Employee(s), **an informal** meeting **shall** take place **between** the parties in the dispute, **at** the workplace. The **Employee** shall have a **Union** Representative present **at this meeting** if **so desired**. The **meeting** will be held in private, Where **discussion** on problems or differences **occur**, the time limits in **Article 11.09**, will not commence until two **(2) days** after the beginning of these **discussions**.

11.03

(i) If any dispute **arises between**:

a) the Employer and an Employee(s), or

b) the Employer and the **Union**, and

the difference cannot be resolved at the **informal meeting outlined in Article 11.02**, concerning the interpretation, application, operation, or **any alleged** violation of the Agreement, the Employee(s), or the Union **shall** have the right to **file a grievance**. Grievances **must** have the approval and support **of the Bargaining Agent**.

(ii) The Employer **shall have the right to file a grievance** concerning the interpretation, application, operation, or **any alleged** Violation of the Agreement. The Employer **grievance shall be formally discussed with the Union for the purpose of resolution; if the matter is not thus settled, then it may proceed to Arbitration**.

11.04

The time limits **set out in** the Grievance and Arbitration Procedures **are** mandatory, and not directory. In calculating all **time** limits, **Saturdays, Sundays, and designated** holidays **shall** be **excluded**. If the time limits are not **complied** with, then the **grievance** will be considered as being abandoned, **unless** the **parties have mutually agreed, in writing, to extend** the time limits.

11.05

A grievance initiated by the **Union**, or a grievance involving the termination of employment, job posting, safety or health, or **harassment**, shall be **processed at Level 2**. Grievances involving the **Union** shall be responded to within ten (10) **days**.

11.06

Employee(s) shall have the right to be represented at any Level of the Grievance Procedure. The Employee(s) and the Union Representative shall be given Leave With Pay to attend such meetings.

When an Employee has asked, or is obliged to be represented by the Alliance in relation to the presentation of a grievance, and the Representative of the Alliance wishes to discuss the grievance with that Employee, the Employee and the Representative will each be given reasonable Leave With Pay for this purpose.

11.07

The Employer shall designate a representative at each Level of the Grievance Procedure, and shall inform each Employee of the 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.

11.08

Level 1 (described in 11.09), may be bypassed, by mutual written agreement of both parties.

11.09 - Level 1

Within twenty-five (25) days of the Employee(s) becoming aware of the matter giving rise to the grievance, the Employee(s), or the Union may submit a written grievance to the Employer Representative, including the details of the grievance, the Article(s) of the Agreement considered to have been violated, and the redress requested. Within ten (10) days of the receipt of the grievance, the Employer Representative shall give written response to the Employee(s) and the Union Representative.

11.10 - Level 2

If the grievance is not settled to the Grievor's satisfaction at **Level 1**, the Grievor may transmit the grievance to **Level 2** within ten (10) days. Management shall give written response delivered confidentially only to the Employee and the Union Representative, and within ten (10) days of the receipt of the grievance.

11.11

- (i) If the grievance is not settled to the satisfaction of the Grievor at **Level 2**, the Grievor may refer the grievance to Arbitration within twenty-five (25) days. The parties agree that a single Arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten (10) days.
- (ii) With mutual consent, the parties agree to attempt a resolution to the grievance with the aid of a mediator. This process shall take place within the twenty-five (25) day period prior to referring the grievance to Arbitration.

- (iii) The Employer may submit a grievance to the Union on any matter alleging the violation of the provisions of the Collective Agreement within twenty five (25) days of the Employer becoming aware of the matter giving rise to the grievance, the articles of the agreement alleged to have been violated, and the relief requested. The Union shall provide a written response to the Employer within ten (10) days of the receipt of the above grievance.

11.12

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

11.13

The Arbitrator shall have all the powers vested in it by the Canada Labour Code and the Collective Agreement, including, in case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render his, or her Award within a reasonable period.

11.14

The decision of the Arbitrator shall be final and binding on both parties.

11.15

The Employer and the Union shall equally share the cost of the Arbitrator.

Employees(s) and the Union Representative(s) who are required to attend shall be given Leave With Pay to attend Arbitration Hearings (excluding overtime).

11.16

The Arbitrator shall not change, modify, or alter any of the terms of the Collective Agreement,

ARTICLE 12**SUSPENSION AND DISCIPLINE****12.01**

No Employee will be disciplined without just and sufficient cause. When an Employee is suspended from duty with pay, pending investigation, the Employer undertakes to notify the Employee, in writing, of the reason for suspension within seven (7) calendar days. The Employer will give such notification at the time of suspension.

12.02

The Employer shall notify the Local Representative of the Alliance that such suspension has occurred.

12.03

When an Employee is required to attend a **meeting**, the purpose of which is to render a disciplinary decision concerning **him**, or her, the Employee is **entitled** to have, **at** his, or her request a Representative of the Alliance attend the **meeting**. The Employee **shall** receive a **minimum** of one **day's** notice of such a meeting.

12.04

The Employer **shall** not 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. **The** Employee or the Alliance Representative **will** acknowledge receipt of any such document upon Management's request.

12.05

Any document or **written** statement related to disciplinary **action**, which may have been placed on the Personnel File of an **Employee shall** be **handled in the following way:**

A Level 1 disciplinary action is a formal **letter** of reprimand, or a notice on file of a verbal warning, but no suspension. **The** record of **such** action will be removed from the Personnel File **after twelve (12) months** if no **further** disciplinary action **occurs** in that period.

A Level 2 disciplinary action is a suspension without pay for a period of **up to five (5) days**. The record of **such** action will be removed **from the Personnel File after twenty-four (24) months**, if no further disciplinary action occurs in that period.

A Level 3 disciplinary action is a **suspension** without pay for a period **in excess of five (5) days**. The record of such action will remain part of **the Employee's Personnel File indefinitely**.

A Level 4 disciplinary action is *dismissal*.

The Union will be notified **when** the notice of the **disciplinary** action **is** removed from the Employee's Personnel File.

ARTICLE 13

DISCRIMINATION

13.01

The provision of this Agreement shall be interpreted and **applied in a manner consistent with the Canadian Human Rights Act**.

13.02

There **shall** be no discrimination, interference, restriction, **coercion**, harassment, intimidation, or any disciplinary action exercised, or practiced with respect to an Employee by **reason** of activity in the Union.

ARTICLE 14

HARASSMENT

The Employer, and the Employees, and the Union recognize the right of all Employees, and the Union recognizes the right of all persons employed by the Employer to work in an environment free from harassment.

The parties agree that within one (1) year of signing this Collective Agreement, the parties agree to undertake awareness training on the subject of harassment.

14.01

The Employer, the Employees, and the Alliance recognize the right of all persons employed by the Employer to work in an environment free from harassment, and agree that harassment will not be tolerated in the workplace and may be subject to disciplinary action.

ARTICLE 15

EMPLOYEE STATUS

15.01 - Full Time Employees

Full Time Employee is an Employee hired for an indeterminate period whose hours are those established in *Article 17 Hours of Work*.

15.02 - Seasonal Employees

A *Seasonal Employee* is an Employee hired for seasonal work in airfield operations (field maintenance operators), primarily for the winter season.

Unless otherwise provided for in this Agreement, *Seasonal Employees* shall be entitled to all the provisions provided under this Agreement.

Seasonal Employees will be eligible to participate in the benefit plans during the time they are employed by SSMADC.

During the period of time in which they are not actively in the employ of SSMADC, *Seasonal Employees* will be able to participate in all benefit plans subject to approval of the carrier, and at their own cost.

Providing there are the manpower requirements, *Seasonal Employees* will be recalled by the Employer for the subsequent work season, unless the *Seasonal Employee* has been notified by the Employer, not later than his, or her last day of employment, that consistent with the provisions of this Agreement that he, or she will not be recalled.

If a *Seasonal Employee* is not recalled because of a change in manpower requirement, he or she shall be entitled to severance payments as per *Article 36 Severance* of the Collective Agreement. Continuous service will be calculated based on actual time employed. *Seasonal Employees* will not accrue vacation credits as per *Article 26 Vacation Leave*, but will be provided with four percent (4%) Vacation Pay on a bi-weekly basis.

ARTICLE 16

PROBATION

16.01

All new Employees shall complete a six (6) month probationary period. The Employer has the exclusive right to dismiss the Employee during the probationary period, and such dismissal shall be excluded from the grievance procedure,

16.02

During the probationary period, an Employee will have his, or her performance discussed and reviewed with them on a regular basis.

ARTICLE 17

HOURS OF WORK

17.01

For the purpose of this Article:

- a) "day" means a twenty-four (24) hour period commencing at 00.01.
- b) "week" means a period of seven (7) consecutive days beginning at 00.01 Hour, Monday morning and ending at 24:00 Hours the following Sunday night.
- c) Except as provided otherwise herein, the normal hours of work, exclusive of lunch period, shall be: (For Non-Continuous Staff Operation)
 - i) eight (8) consecutive hours per day and forty (40) hours per week from Monday to Friday between the hours of 7:00 A.M. and 6:00 P.M.
 - (Administrative Staff)
 - ii) seven and one-half (7-1/2) consecutive hours per day and thirty-seven and one-half (37-1/2) hours per week from Monday to Friday between the hours of 7:00 A.M. and 6:00 P.M.

- (iii) (Continuous Operation)
eight (8) consecutive hours per day, and averaged to forty (40) hours per week.

17.02 - Schedules of Work

- a) The Employer will schedule the hours of work to meet operational requirements for Employees on a fixed, rotating, or irregular basis so that Employees on a weekly basis work
- i) eight (8) consecutive hours per day exclusive of one-half(1/2) hour meal period and work an average of forty (40) hours per week and an average of five (5) days per week
- b) When establishing schedules of work the Employer shall consult the staff concerned and, in the case of maintenance staff, this will be limited to the affected year round staff, in respect to shift pattern, and their preference shall determine the pattern for all concerned
- c) The Employer will make every reasonable effort to:
- i) not schedule the commencement of a shift within eight (8) hours of the completion of the Employee's previous shift;
- ii) avoid excessive fluctuation in hours of work and shifts;
- iii) not schedule more than six (6) consecutive days of work, unless otherwise requested by the Employees;
- iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday
- d) Schedules of work shall be posted by the Employer at least fifteen (15) calendar days in advance of the starting date of the new schedule. The Employer shall arrange schedules which will remain in effect for periods not less than one (1) year, or the duration of the seasonal operation;
- e) When an Employee's scheduled shift does not yet commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked
- i) on the day it commenced where one-half (1/2) or more of the hours worked fall on that day, or
- ii) on the day it terminates where more than one-half(1/2) of the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the

calendar day on **which** the Employee **worked**, or is **considered to** have worked **his**, or her **last scheduled shift**, and the **second day** of rest will start **immediately after midnight on** the Employee's first **day** of rest, or immediately after **midnight** of an **intervening** designated paid holiday, if days of rest are separated thereby,

- f) The Employer **will** provide two (2) rest periods of **fifteen (15) minutes** each **per full working day**.
- g) An Employee will **be** granted flexible hours of work provided **that** such arrangement does not interfere with **operational requirements of the work unit in which the Employee works**. Such arrangements **will not be** unreasonably **denied**.
- h) It is recognized that **certain continuous** operations require **that** Employees **be** on the job for a **full shift**. In these **operations**, such Employees **will** be paid for a **one-half (1/2) hour meal period which will** be taken **at** the workplace.
- i) **Crew transfers will** normally be **assigned**, although **voluntary transfers will** be considered.
- j) Provided **sufficient** advance notice is given, **and with the** approval of the **Employer**, equally qualified Employees **may** exchange shifts if there is **no increase in cost** to the Employer.

17.03 - Changes to Schedules of Work/Hours of Work

- a) Changes in schedules of work will **only** be made to **meet operational requirements**
- b) Upon request from the Local Alliance Representative(s) the parties will meet to review the **existing** schedule of **work**. The Employer **will** review with the **Local Alliance Representative(s)** any change in the schedule of **work which** the Employer proposes to institute. In **all** cases following such reviews, the Employer **will make every** reasonable effort to accommodate the concerns and recommendations **made by the** Local Alliance Representatives(s). By **mutual** agreement, in writing, the Employer and the Local Alliance Representative(s) **may waive** the applications of **Articles 17.01, 17.02**.
- c) Within **five (5) days' notification of consultation** served by **either** party, the Alliance shall notify the Employer, in **writing**, of the Representative authorized to **act** on behalf of the Alliance for **consultation** purposes
- d) Any special arrangement **may** be at the request of either party, and **must** be mutually agreed between the Employer and the majority of Employees **affected**, and shall **apply** to **all Full Time Employees at the work unit who are** affected.

Changes to Hours of Work:

- e) **An employee whose scheduled hours of work are changed without one (1) week's prior notice to the starting time of the change:**
- i) shall be compensated at the rate of *time* and *one-half (1-1/2x)* for the first shift worked of the new schedule. Subsequent shifts worked in the new schedule shall be paid for at *straight time*; subject to the overtime provisions of this Agreement
 - ii) shall retain his, or her previously scheduled days of rest following the change, or, if worked, such days of rest shall be compensation in accordance with *Article 19 Overtime.*
- f) The Employer agrees no split shifts will be scheduled.

17.04 - Compressed Work Week**General Term:**

- a) Notwithstanding anything to the contrary contained in this Agreement, an Employee may request to complete his, or her weekly hours of work in an altered period than provided for in the scheduling provisions of the Agreement. Such requests shall be subject to operational requirements, and shall not be unreasonably denied.
- b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in the hours shall not result in any additional overtime work of additional payment by reason only of such variation.
- c) With regards to this Article, the provisions of this Agreement which specify days will be converted into hours. Where the Agreement refers to a "day", it shall be converted into hours in accordance with the *Hours of Work*, specified in this Agreement.
- d) The provision in this Agreement relating to the minimum period between the termination and commencement of the Employee's next shift shall not apply to an Employee subject to Compressed Hours of Work.

17.05

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

ARTICLE 18**CONVERSION OF DAYS TO HOURS - COMPRESSED WORK WEEK**

18.01

The provisions of this Agreement which specify days, will be converted into hours. Were the Agreement refers to a "day", it shall be converted into hours in accordance with the Hours of Work, specified in this Agreement. Whenever an Employee changes his, or her variable hours, or no longer works variable hours, all appropriate adjustments will be made.

18.02

The provisions in this Agreement relating to the minimum period between the termination and commencement of the Employee's next shift shall not apply to an Employee subject to compressed hours of work.

ARTICLE 19

REF PAY

19.01

Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among available qualified members of the Bargaining Unit

19.02 a)

- i) consistent with the nature of the work, overtime assignments will be offered to employees in a manner intended to result in an equalized distribution of overtime opportunities.
- ii) overtime assignments shall be offered in accordance with (i) above to Employees who normally and regularly do the work in question, who are available.

b) Except in cases of emergency, the Employer shall give at least four (4) hours' notice of any requirement for overtime,

19.03

Overtime shall be compensated on the following basis:

- a) time and one-half (1-1/2) for each hour worked in excess of the Employee's normal scheduled daily hours.
- b) time and one-half (1-1/2) for each hour worked on the first day of rest and double time (2x) for each hour worked in excess of the Employee's normal daily hours worked on that day of rest.

- c) double time will be paid for all time worked on his, or her second and subsequent day of rest provided the days of rest are consecutive.
- d) after eight (8) consecutive hours of overtime.
- e) an Employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the Employee. Overtime must be preauthorized by the designated Employer Representative to be eligible for compensation
- f) unless the Employee has requested Compensatory Leave With Pay, the Employer will pay overtime compensation within two (2) weeks of submission of the overtime claim.

19.04

When an Employee is required to work overtime and is required to use transportation other than normal public transportation services, the Employee shall be reimbursed for reasonable expenses incurred as follows:

- a) mileage allowance at the rate of thirty-seven (.37) cents per kilometer;
or,
- b) out of pocket expenses for other means of commercial transportation.

19.05

- a) Overtime shall be compensated in cash, except where upon request of an Employee, overtime may be compensated in equivalent leave with pay to a maximum of ten (10) working days' leave. The duration of such leave will be equal to the overtime worked, multiplied by the applicable overtime rate.
- b) The Employer shall grant Compensatory Leave With Pay, at the earned applicable rate of pay, at a time convenient to the Employee and the Employer.
- c) Compensatory Leave With Pay not used by the end of the fiscal year will be paid for, in cash, at the earned applicable rate of pay, except for continuous winter staff, who may earn Compensatory Leave from November 1st, to October 31st, in each year, due to operational requirements.
- d) An Employee who works three (3) or more hours of overtime, immediately before or following the Employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of Nine Dollars (\$9.00), except where free meals are provided.
- e) When an Employee works overtime continuously beyond the period provided in d) above, the Employee shall be reimbursed for one (1) additional meal in the amount of Nine Dollars (\$9.00) for each four (4) hour period of subsequent overtime worked, except where free meals are provided.

- f) **An Employee performing overtime work shall be entitled to the same meal and relief break as he, or she would be provided on a regularly scheduled shift,**

ARTICLE 20

CALLBACK

20.01

If an Employee is called back to work on a designated holiday, or on the Employee's day of rest, or after leaving the workplace subsequent to a normal work day, the Employee shall be paid the greater of four (4) hours' pay at the straight time rate, or at the applicable overtime rate for time worked.

20.02

An Employee shall be reimbursed for the use of his, or her car at the rate of thirty-seven cents (.37) per kilometer each time he, or she is called back to work under this Article.

ARTICLE 21

WASH UP TIME

21.01

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

ARTICLE 22

SHIFT PREMIUMS

22.01

An Employee working on shifts will receive a shift premium of One Dollar (\$1 .00) per hour for all hours worked, including overtime hours between 4:00 P.M., and 8:00 AM. The shift premium will not be paid for hours worked between 8:00 A.M., and 4:00 P.M.

22.02

Employees shall receive an additional premium of seventy-five cents (.75) per hour for all hours of work on a Saturday, and/or Sunday.

ARTICLE 23

PAY ADMINISTRATION

23.01

Employees shall be paid on a biweekly basis at the rate of pay to which he or she is entitled as prescribed in the *Pay Article* of this Agreement

23.02

Upon initial appointment, an Employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the Employee be paid at less than the minimum rate earned at their previous position.

23.03

An Employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the Employee be paid higher than the maximum rate in the new position.

23.04

An Employee appointed or reclassified to a position rated the same as his, or her prior position shall receive at least the same incremental rate in his, or her new position.

23.05

- a) An Employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as, or higher than his, or her current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if he, or she had not been reclassified.
- b) An Employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as, or higher than his, or her prior position, and for which the Employee has the requisite skills and abilities, shall continue to receive the same rate of pay. The Employee shall receive incremental rate increases on the same basis as if he, or she had not been reclassified, but shall not receive negotiated salary increases. The Employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.
- c) An Employee who is demoted shall receive the lesser of his, or her current rate of pay and the maximum incremental rate in the new position.

23.06

- a) In the event a Non-Bargaining Unit Employee is appointed to a position within the Bargaining Unit, he, or she shall receive the applicable rate of pay for that position. The person shall be obliged to apply for any Bargaining Unit position pursuant to the staffing procedure on the same basis as any Bargaining Unit Employee.
- b) The Employer may appoint an Employee to a position outside the Bargaining Unit on an acting basis for a period of up to one (1) year, during which time the Employee may be

returned by the 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.

23.07 - Acting Pay

When an Employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity, for one day, or one shift, and performs those duties, the Employee shall be paid Acting Pay calculated from the date on which he, or she commenced to act.

ARTICLE 24

LEAVE GENERAL

24.01

An Employee is entitled to be informed upon request of the balance of his, or her Vacation, Sick, and Compensatory Leave Credits.

ARTICLE 25

DESIGNATED PAID HOLIDAYS

25.01

The following days shall be designated paid holidays for Employees:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day
- k) Civic Holiday in August
- l) One (1) additional day when proclaimed by an Act of Parliament as a National Holiday.

25.02

An Employee absent without pay on both his, or her full working day, immediately preceding, or following a designated holiday, is not entitled to pay for the holiday, except in the case of an Employee who is granted Leave Without Pay under the provisions of *Article 28, Leave With, or Without Pay for Alliance Business*.

25.03 - Non Continuous Operation Staff

When a day designated as a holiday under **Clause 25.01**, coincides with an Employee's day of rest, the holiday shall be moved to the first scheduled working day following the Employee's day of rest.

When two (2) days designated as holidays under **Clause 25.01**, coincide with an Employee's consecutive days of rest, the holidays shall be moved to the Employee's first two (2) scheduled working days following the days of rest.

25.04 - Non Continuous Operation Staff

When a day designated as a holiday for an Employee is moved to another day under the provisions of **Article 25.03**,

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

25.05

An Employee who works on a holiday shall be paid one and one-half time (1-1/2x) for all hours worked up to the regular daily scheduled hours of work, in addition to the pay that the Employee would have been granted had he, or she not worked on the holiday.

25.06

When an Employee works and reports on a designated holiday, the Employee shall be paid at the applicable overtime rate,

25.07

Where a day that is a designated holiday for an Employee coincides with a day of Leave With Pay, that day shall count as a holiday, and not as a day of Leave.

25.08

Where operational requirements permit, the Employer shall not schedule an Employee to work both December 25th, and January 1st, in the same holiday season.

25.09 - Lieu Days Continuous Operations Staff

All staff will have eleven (11) Designated Paid Holidays:

- i) Eleven (11) days at eight (8) hours for Fire Hall Staff and Maintenance Staff
- ii) Eleven (11) days at seven and one-half (7.5) hours for Clerical Staff

For those Employees on continuous operations, the eleven (11) days will be added to vacation time in determining schedules. For those persons on continuous operation for only a portion of the year, the designated paid holidays will be treated in the same fashion as those on continuing

continuous operations. While these Employees are working a standard work week, holidays will be scheduled as time off.

Employees scheduled to work on the statutory holiday will receive time and one-half (1-1/2x) pay for that day for all regularly scheduled hours and double time (2x) for any additional hours,

Any amount of unused leave will be treated in the same fashion as the Annual Leave provision for carry over, or cash out at the equivalent straight time rate.

ARTICLE 26

VACATION LEAVE

26.01

The vacation year shall be from April 1st to March 31st, of the following calendar year, inclusive.

Notification requirements:

- (i) For leave periods of more than one (1) week - requests to be submitted by February 28th
- (ii) For leave period of one (1) week - seven (7) days' advance notice
- (iii) For one (1) day leave periods - two (2) days' notice required.

26.02

An Employee shall earn Vacation Leave Credits at the following rates for each calendar month during which the Employee receives at least ten (10) days' pay:

- a) one and one-quarter (1-1/4) days until the month in which the anniversary of the Employee's eighth (8th) year of continuous service occurs;
- b) one and two-thirds (1-2/3) days commencing with the month in which the Employee's eighth year of continuous service occurs;
- c) two and one-twelfth (2-1/12) days commencing with the month in which the Employee's nineteenth (19th) anniversary of continuous service occurs;
- d) two and one-half (2-1/2)) commencing with the month in which the Employee's twenty-ninth (29th) anniversary of continuous service occurs.

26.03

For the purpose of Vacation Leave, continuous service is defined as:

- a) the length of continuous service with the Employer for Employees hired subsequent to **March 28, 1998.**
- b) the length of continuous service with the Employer and the Federal Government, for former Transport **Canada** Employees who joined **SSMADC** at the date of transfer, **March 28, 1998.**

26.04

An Employee is entitled to **Vacation Leave With Pay** to the extent of the **Employee's** earned credits, but an Employee who has completed six (6) months of service may receive an advance of credits equivalent to the anticipated credits for the vacation year.

26.05

If at the end of a vacation year, an Employee's entitlement to **Vacation Leave With Pay** includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest one-half (1/2) day.

26.06

- a) Employees are expected to take all their **Vacation Leave** during the vacation year in which it is earned.
- b) The Employer shall make every reasonable effort to provide an Employee's **Vacation Leave** in an amount, and at such time as the Employee may request

26.07

If an Employee requests **Vacation Leave With Pay**, and the Employer denies the request due to operational requirements, the Employer agrees to *make* every reasonable effort to comply with any subsequent request made by *the* Employee for **Vacation Leave**.

26.08

Where, in respect of any period of **Vacation Leave With Pay**, an Employee is granted:

- a) **Bereavement Leave,**
or
- b) **Sick Leave** upon production of a medical certificate,

The period of **Vacation Leave with Pay** so displaced shall either be added to the vacation period, if requested by the Employee, and approved by the Employer, or reinstated for use at a later date.

26.09

Up to two days, or under special circumstances, a maximum of two (2) weeks' Annual Leave will be permitted to be **carried over** in any fiscal year. In cases where some, or all of an Employee's leave has been denied, **the full amount** of such denied leave shall be **carried over** into the next fiscal year or the Employee may choose to **cash** out the leave on a **straight time** basis if he does not wish to *carry* it forward.

26.10

The Employer will **make** every **reasonable** effort:

- a) not to recall **an** Employee to duty after the Employee **has proceeded** on Vacation Leave With Pay;
- b) not to cancel a period of Vacation **Leave** which has **been** previously **approved in** writing,

26.11

When, during any period of Vacation Leave With Pay, **an** Employee is recalled to duty, the Employee **shall** be reimbursed for reasonable **expenses** that the Employee incurs:

- a) **in** proceeding to the Employee's place of **duty**,
- b) in returning **to** the **place** from which the Employee **was recalled if the Employee** immediately resumes vacation upon completing the **assignment for which the Employee** was recalled, **after submitting** such accounts **as are normally required by the Employer**.

26.12

When the Employer cancels a period of vacation which **it has previously approved in writing**, the Employer shall reimburse the Employee for **the** non returnable portion of **vacation** contracts and reservations made by the Employee in respect of that period, **subject** to the presentation of such documentation **as** the Employer **may** require. **The Employee must make** every reasonable attempt to mitigate any losses incurred, and will provide proof of **such action to the** Employer.

26.13

In the event of termination of employment for reasons other than death, or **layoff**, the Employer **shall** recover any monies **owed** the **Employee, an amount equivalent to unearned Vacation Leave** taken **by** the Employee, calculated on the **basis** of the Employee's rate of pay **at the time** of the termination of the Employee's employment.

ARTICLE 27

EDUCATION AND LEAVE

27.01

The Employer recognizes the usefulness of Education Leave. Upon written application, the Employee, and with approval of the Employer, an Employee may be granted Education Leave Without Pay for varying periods of up to one (1) year which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the Employee's present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires, or is planning to provide.

27.02

At the Employer's discretion, an Employee on Education Leave Without Pay under this Article may receive an allowance in lieu of salary of up to one hundred percent (100%) of the Employee's annual rate of pay, depending on the degree to which the Education Leave is deemed by the Employer to be relevant to the organization's requirements. Where the Employee receives a grant, bursary, or scholarship, the Education Leave Allowance may be reduced by an amount no greater than the grant, bursary, or scholarship.

27.03

As a condition of the granting of Education Leave Without Pay, an Employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of leave granted.

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

- a) fails to complete the course;
 - b) does not resume employment With the Employer on completion of the course;
- or,
- c) ceases to be employed, except by reason of death, or layoff before termination of the period he, or she has undertaken to serve after completion of the course; the Employee shall repay the Employer all allowances, or such lesser sum as shall be determined by the Employer paid to him, or her under this Article during the Education Leave.

27.04

Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his, or her career development, and to the organization in achieving its goals.

The following activities ~~shall~~ be ~~deemed~~ to be part of Career Development:

- a) A course given by the ~~Employer~~
- b) A course, ~~seminar~~, convention, or study ~~session in~~ a specialized field directly related to the Employee's work, approved by the Employer.

The Employer agrees to pay for ~~all costs~~ associated with Employer required ~~Career~~ Development.

Employees on Career Development Leave ~~shall~~ be reimbursed for ~~all reasonable~~ travel, ~~and~~ other expenses incurred by ~~them~~ which the ~~Employer m y~~ deem appropriate, including ~~one, five-minute~~ long distance call per day.

ARTICLE 28

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS

28.01

The Employer will grant Leave With Pay, ~~at~~ regular rates, to ~~an~~ Employee called ~~as a witness~~ by an Arbitration ~~Board~~, or the ~~Canada~~ Labour Relations Board.

28.02

The Employer will grant Leave With Pay to a reasonable number of ~~Employees~~ who are meeting with Management on behalf of the Alliance.

28.03

The Employer will grant ~~Leave With~~ Pay to ~~an~~ Employee ~~who is~~;

- a) party to the Arbitration
- b) the Representative of ~~an~~ Employee who is party to ~~an~~ Arbitration.

28.04

The Employer, operational requirements permitting, ~~grant~~ Leave With Pay for one Employee representing ~~the~~ Alliance before ~~an~~ Arbitration ~~Board~~.

28.05

The Employer will grant Leave With Pay to three (3) Employees ~~during~~ regular working hours for ~~purposes~~ of attending ~~contract~~ negotiation meetings on behalf of the Alliance ~~until~~ expiration of the current Collective Agreement. The number of Employees on the negotiating ~~team~~ will not exceed three (3).

28.06

The Employer will, operational requirement permitting, grant Leave Without Pay to a reasonable number of Employees selected as **delegates to attend Executive Council Meetings and Conventions of the Alliance, and the Component, Conventions of the Canadian Labour Congress, and Conventions of Provincial Federations of Labour.**

28.07

The Employer will, operational requirements permitting, grant upon reasonable notice to a reasonable number of Employees, Leave Without Pay to Employees to exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative.

28.08

Recognizing that circumstances may arise whereby an Employee is required to perform Administrative or Executive duties on behalf of UCTE Local 0009, the Employer agrees, on receipt of reasonable advance notice, to grant Leave Without Pay, subject to operational requirements.

28.09

An Employee who has been elected or appointed to a full time office of the Alliance, the Component, or the Local shall be entitled to Leave Without Pay for the period during which he, or she is elected or appointed to hold office, subject to operational requirements.

During the above mentioned Leave, the Employee will continue to contribute to, and accrue benefits as though he, or she was at work. The Employee will also cover the Employer's normal contribution to these benefit plans during this period of time.

An Employee who returns to work with the Employer after a period of Leave Without Pay granted under this Article, shall have the time spent on Leave credited for purposes of seniority. Such an Employee has the right to return to his, or her former Classification.

28.10

Requests for Leave Without Pay for Alliance, or Union Business will be made in advance, in writing.

ARTICLE 29**OTHER LEAVE WITH OR WITHOUT PAY****29.01 - Marriage Leave With Pay**

Mer the completion of one (1) year's continuous employment with the Sault Ste. Marie Airport Development Corporation, and providing the Employer gives the Employer at least two (2)

weeks' notice, the Employee **shall** be granted one (1) days' **Marriage Leave With Pay** for the purpose of getting married.

29.02 - Court Leave

The Employer shall grant **Leave With Pay** at the regular rate to **an Employee** for **the period** of time required:

- a) for **Jury Duty**
- b) for attendance **as a subpoenaed Witness**

29.03 - Injury On Duty Leave/Work Related Illness Leave

An Employee **shall** be granted **Injury On Duty Leave With Pay** when a **claim** has been made, pursuant to the Workplace Safety Insurance **Act**, and the **Worked Safety Insurance Board**, and has notified the Employer that it has **certified** that the **Employee is unable to work** because of

- a) personal **injury** accidentally received in the performance of **his, or her** duties, and **not** caused by the Employee's **willful** misconduct,
- or
- b) **an industrial illness, or a disease arising** out of, and in **the course of the Employee's** employment,

if the Employee agrees to remit to the Employer **any** amount received by **him, or her** in compensation for loss of pay resulting **from, or in respect of such injury, illness, or** disease providing, however, that **such** amount **does not stem** from a personal disability for **which** the Employees' Agent has paid the **premium**.

29.04 - Bereavement Leave With Pay

- a) For the purpose of this Clause, "immediate family" is **defined as Father, Mother** (or **alternatively**, Stepfather, Stepmother, or Foster Parent), Brother, **Sister, spouse** (including Common Law Spouse resident with the Employee), Child (including **Child** of Common Law Spouse), Stepchild, or **ward** of the Employee, **Father in Law, Mother in Law,** and relative permanently residing in the Employee's **household, or with whom** the Employee permanently resides.
- b) When a member of **the Employee's immediate family dies, an Employee shall** be entitled to Bereavement Leave With Pay of four **(4) calendar days. In addition, the Employee may** be granted up to two **(2) days' Leave With Pay** for the purpose of **travel related to the** death,
- c) **An** Employee is entitled to one (1) day's Bereavement **Leave in the event of the** death of

his, or her Grandparent, Grandchild, Son in Law, Daughter in Law, or Brother in Law, Sister in Law.

- d) If, during a period of scheduled Vacation or Compensatory Leave, an Employee is bereaved under this Clause, the Employee shall be granted Bereavement Leave With Pay, and the Compensatory, or Vacation Leave credits shall be restored accordingly.
- e) It is recognized by the parties that the circumstances which call for Leave in respect of Bereavement are based on individual circumstances. Upon request, the Employer may, after considering the particular circumstances involved, grant Leave With Pay for a period greater than that provided in paragraphs b) and c) of the Article. Such Leave shall not be unreasonably withheld.

29.05 - Maternity/Paternity/Adoption Leave Without Pay

The Employee shall be granted Leave Without Pay for the period as required by the statutory requirements of the Canada Labour Code, related to ~~Maternity~~, Paternity, and Adoption.

Where an Employee is entitled to Employment Insurance Maternity Benefits, the Employer shall pay an allowance top up to ninety-three percent (93%) of the Employee's normal rate of pay for the period.

During any 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 Sault Ste. Marie Airport Development Corporation pension, benefit, and life insurance plans.

29.06 ~~Ma i or it~~ Leave Without Pay

General Guidelines:

- a) 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.
- b) 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 their Leave.
- c) Leave granted under this Article shall be counted for the calculation of service for the purpose of calculating Severance Pay, Vacation Leave, seniority and pay increments under this Agreement.
- d) 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 was 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.

29.07 - Leave With or Without Pay For Other Reasons

Subject to **operational requirements**, the Employer shall grant

- a) **Leave With Pay** when circumstances not directly **attributable** to the Employee prevent his or her **reporting for duty**. Such Leave shall not be **unreasonably withheld**;
- b) **Leave With, or Without Pay** for purposes other than those specified in the Agreement.

Leave Without Pay for periods greater than **three (3) months** shall be deducted from the calculations of "continuous employment" for the purpose of **calculating Severance Pay**, and **Vacation Leave**, and shall not be counted for pay increment purposes.

ARTICLE 30

STAFFING PROCEDURE

30.01

The Employer shall **post all** permanent **vacancies** and **newly** created positions in the **Bargaining Unit**.

30.02

Job opportunities **will** be open to all **Bargaining Unit Members**, and Employees of Sault Ste. **Marie Airport Development Corporation**. In the event a **qualified** candidate **is** not found, an external search **will** be **carried** out. **By mutual** consent, exclusion **from** this Article **will** not be **unreasonably denied**.

The Employer will notify **all** Employees on **leave**, or **off** shift, of all job opportunities

30.03

The postings shall be for a **minimum** of **fourteen (14) calendar days**, and the **posting shall** indicate the **closing** date.

30.04

The poster shall contain the **following** information:

- a) the **skills**, qualifications, abilities, and experience required of the position to be **filled**;
- b) the **salary** of the position to be **filled**.

30.05

The skills, qualifications, abilities, and experience contained in the posting shall be fair and reasonable in relation to the positions to be filled.

30.06

The poster shall be forwarded to the Union prior to posting.

30.07

- a) All non-probationary Employees who apply for a job posting shall be considered to be candidates in the selection process, and shall be entitled to have their qualifications for the position assessed by the Employer. The qualifications of the candidates for the position will be evaluated against the posted qualifications. Where candidates are equally qualified, and meet the required qualifications, the candidate with the most seniority will receive the offer.
- b) For the purpose of this Article, seniority is defined as the length of continuous service with the Federal Government and Sault Ste. Marie Airport Development Corporation for Employees having accepted the offer of employment from Sault Ste. Marie Airport Development Corporation at the time of transfer from the Federal Government.

30.08

Candidates shall normally be advised within two (2) weeks of the result of the competition, and the name of the successful candidate will be posted.

30.09

The Employer Representative(s) conducting interviews shall interview all candidates in the Bargaining Unit who meet the requirements of the position, as posted.

In filling the job vacancy, or newly created position, the position shall be awarded based on skills, qualifications, abilities and experience.

The Employer may consider an applicant with demonstrated abilities and experience in lieu of other relevant qualifications. In such case the Employer shall so state on the job posting.

30.10

All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition. If requested by the Employee, the reason(s) will also be communicated in writing.

30.11

The Employer may establish eligibility lists for specific positions by pre posting positions and selecting candidates in advance. When this occurs the Union will be notified in writing.

ARTICLE 31

JOB ON**31.01**

When there is a new position created within the Bargaining Unit, or when an evaluation of an existing position is completed and there is a disagreement with the Classification Level assigned to the position by Management, the issue may be referred to the Grievance Article contained in this Agreement.

31.02

If, during the term of this Agreement, a new Classification Standard is established, the Employer shall, before applying rates of pay to new levels resulting from the application of the Standard, negotiate with the Alliance, the rates of pay and rules affecting the pay of the Employees on their movement to new levels.

ARTICLE 32**STATEMENT OF IES****32.01**

Upon written request, an Employee shall be provided with a complete and 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 his, or her position, and an Organization Chart depicting the position's place in the organization.

ARTICLE 33**EMPLOYEE FILES****33.01**

Upon written request of an Employee, the Personnel File of that Employee shall be made available at reasonable intervals for his, or her examination in the presence of an authorized representative of the Employer. Upon request, an Employee will be given a copy of his, or her Personnel File.

ARTICLE 34**TECHNOLOGICAL CHANGE****34.01**

The parties agree that they shall be governed by the Definition and Regulations of Technological Change in the Canada Labour Code.

ARTICLE 35**LAYOFF/RECALL****35.01**

Full Time Employees who are covered by this Agreement on the date of signing, shall not be subject to layoffs, except when their services are no longer required because of lack of work. In those circumstances, the Employer will make every effort to review and consider work options to assist the Employee in continuing employment to avoid layoff. If options cannot be implemented, the Employer may lay off the Employee. An Employee who is laid off will be considered for future positions that become available up to one year from the date of layoff.

35.02

There shall be no layoffs as a result of contracting out of Bargaining Unit work.

ARTICLE 36**SEVERANCE****36.01**

Severance Pay shall be calculated on the basis of the Employee's weekly rate of pay on the last day of employment.

36.02

When an employee ceases to be employed by reason of incapacity, or incompetence, or layoff, and does not challenge this termination through the grievance procedure the Employee will receive a severance payment of one (1) week's pay for each year of employment. Years of employment will be considered the years employed by the SSMADC .

ARTICLE 37**BREAK IN SERVICE AND EMPLOYMENT****37.01**

Service and employment will be terminated when an Employee:

- a) resigns or retires;
- b) is discharged for just and sufficient cause;
- c) abandons his, or her position by failing to report for duty for five (5) consecutive work days, unless he, or she has notified the Employer in advance, and has provided a reason

acceptable to the Employer.

ARTICLE 38

SENIORITY

38.01

Seniority shall mean length of service in the Bargaining Unit (This includes service prior to transfer *date* of March 27th, 1998).

38.02

An Employee who feels that he, or she is improperly placed on a Seniority List shall have *sixty* (60) days from the posting date to file a grievance in accordance with the Grievance Procedure in this Agreement.

ARTICLE 39

HEALTH AND SAFETY

39.01

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

39.02

Employees are responsible for taking the necessary measures to ensure their health, safety, and physical well being.

To this end, the parties agree to be governed by ~~Part Two~~ of the Canada Labour Code, and its Regulations, and that they form ~~part~~ of this Collective Agreement.

ARTICLE 40

SICK/PERSONAL NEEDS LEAVE WITH PAY

40.01

Sick leave, or Personal Needs Leave shall be earned at a rate of one and one-quarter (1-1/4) days per month.

40.02 - Granting of Sick/Personal Need Leave (All Bargaining Units)

An Employee shall be granted Sick/Personal Needs Leave, with pay, at One Hundred Percent (100%) of the Employee's normal rate of pay, when he, or she is unable to perform his, or her duties because of illness, injury, or personal needs, provided that;

- a) he, or she satisfies **the Employer** of this condition/situation **in such a manner as may be determined by the Employer,**
- b) **he, or she has the necessary credits.**

40.03

Unless otherwise advised in **advance, and for a valid reason,** a statement signed by the Employee **stating** that because of illness, injury, or personal **needs,** he, or she was unable **to perform his,** or her **duties, shall, when provided to the Employer,** be considered **as meeting** the requirements of *Article 40.02,* if the period of **leave requested does not exceed five (5) consecutive days.** No Employee shall be granted **more than ten (10) days' Leave With Pay referred to in this Article, in a fiscal year solely on the basis** of statements signed by the **Employee.**

40.04

When an Employee has insufficient credits to cover the granting of this Leave With Pay under Article 40.02, this Leave With Pay may be granted to an Employee. The Employer shall not unreasonably deny **the advance of these Leave Credits.**

Personal Needs Leave **should not exceed three (3) days per year**

40.05

Sick Leave Credits earned and banked to the signing date of this Collective Agreement will remain in the Sick Leave bank of the Employee. When the Employee has eighty-five (85) days banked, carry over **will be at the rate of fifty percent (50%) of the earned credits remaining at year end.**

40.06 - Return of Credits When Injury on Duty is Approved

When an Employee is granted Sick Leave prior to being granted Injury on Duty Leave, all Sick Leave approved for this period shall be reinstated.

ARTICLE 41**PENSIONS.****41.01**

The Employer **will continue** to supply the **Pension Benefits as** per the 1998 **Transfer Agreement** from the **Federal Government**

ARTICLE 42**HEALTH AND BENEFIT PLANS****42.01**

The Employer will continue to supply the Health and Benefit Plans as per the Transfer Agreement from the Federal Government.

ARTICLE 43**PARKING****43.01**

The Employer agrees to provide parking at no cost to Employees working at SSMADC.

ARTICLE 44**TRAVEL****44.01**

Employees travelling ~~for~~ the purpose of conducting business on behalf of SSMADC will be reimbursed actual and reasonable expenses incurred by the Employee.

44.02

In consultation process the Employer Will determine Travel Standards and Procedures which will ensure that Employee(s) are:

- 1) **afforded transportation and accommodation that are of good quality and reasonable;**
- 2) **that allowances, rates, and conditions of reimbursement are sufficient to ensure that Employees shall not be out of pocket for expenses incurred while travelling on SSMADC business.**

44.03

When Employees are **required to travel and stay overnight, they shall be compensated at the rate of fifty-five dollars (\$55.00) per diem.**

ARTICLE 45**CLOTHING ALLOWANCE****45.01**

For the health and safety of Employees, protective clothing will be provided on an individual basis to those Employees who are required by the Employer to wear them on duty. Consultation between parties will take place prior to selection to determine the suitability of any equipment or d o r m s required.

45.02

A Clothing Allowance credit of Two Hundred Dollars (\$200.00) shall be provided to each Employee. The Employee will be reimbursed upon the supply of a receipt to the Employer for the items described in 45.02(a). Employees in the Administrative Unit will be able to carry over for one year their allowance.

45.02(a)

Items covered by this Article include Safety Footwear, Uniform Shirts, Pants, Skirts, Blazers, Jackets, Parkas.

45.03

Supply and installation of Identification Crests shall be the responsibility of the Employer.

45:04

The Employer will continue the practice of providing sunglasses for MDO's, Mechanics, Electricians, and Firefighters,

45.05

A Joint Committee will meet, annually, to review the Clothing Policies and recommend changes.

ARTICLE 46**STANDARD OPERATING PROCEDURES****46.01**

Standard Operating Procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Code, or the Collective Agreement, and an allegation of such contravention is subject to the Grievance Procedure, unless as required to remain in compliance with Federal Regulations.

ARTICLE 47

AGREEMENT TO BE REOPENED

47.01

This Agreement may be reopened and amended by mutual consent.

ARTICLE 48

48.01

This Agreement will run from March 01, 1999, for three (3) years, until February 28, 2002.

ARTICLE 49

PAY

49.01

An Employee is entitled to be paid for services rendered at the pay specified in *Appendix "A", Rates of Pay* of this Collective Agreement for the Classification of the position to which he, or she is appointed.

Signed this 22 day of Feb, 1999.

**SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION
(EMPLOYER)**

**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**

[Handwritten signature]

Alan J. Levine

Bernice Baker

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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Appendix "A"RATES OF PAY

<u>Airport Technician (1):</u>	<u>Present Rate</u>	<u>March 1, 1999</u>	<u>March 1, 2000</u>	<u>March 1, 2001</u>
FR	\$17.19 hr.	\$18.65 hr.	\$19.12 hr.	\$19.60 hr.
GL-EIM	\$17.74 hr.	\$18.65 hr.	\$19.12 hr.	\$19.60 hr.
GL-VHE	\$16.98 hr.	\$18.65 hr.	\$19.12 hr.	\$19.60 hr.
GL-MDO-08-C3	\$16.35 hr.	\$18.65 hr.	\$19.12 hr.	\$19.60 hr.

On the March 1, 2000 Rate - additional .5% increase Incentive Allowance added to salary
 On the March 1, 2001 Rate - additional .5% increase Incentive Allowance added to salary

<u>GL-MDO**</u>	<u>Present Rate</u>	<u>March 1, 1999</u>	<u>March 1, 2000</u>	<u>March 1, 2001</u>
	\$13.27 hr.	\$15.86 hr.	\$16.82 hr.	\$17.83 hr.

**Primary GL-MDO Certified with Fire Fighting or Trades Certificate

<u>Airport Technician (2):</u>	<u>Present Rate</u>	<u>March 1, 1999</u>	<u>March 1, 2000</u>	<u>March 1, 2001</u>
GL-MDO	\$13.27 hr.	\$14.42 hr.	\$14.78 hr.	\$15.15 hr.

On the March 1, 2000 Rate - additional .5% increase Incentive Allowance added to salary
 On the March 1, 2001 Rate - additional .5% increase Incentive Allowance added to salary

Seasonal Employees will be paid the \$14.41 per hour rate effective March 1, 1999

Effective March 1, 2000 will receive \$14.78 per hour

Effective March 1, 2001 will receive \$15.15 per hour

<u>Administrative Group:</u>	<u>Present Rate</u>	<u>March 1, 1999</u>	<u>March 1, 2000</u>	<u>March 1, 2001</u>
CR-03	\$13.20 hr.	\$14.65 hr.	\$15.51 hr.	\$16.41 hr.
CR-04	\$15.46 hr.	\$16.10 hr.	\$16.51 hr.	\$16.92 hr.

On March 1, 2000, and March 1, 2001 Rates - additional .5% increase Incentive Allowance added to salary.

PM-02	\$19.47 hr.	\$20.23 hr.	\$20.73 hr.	\$20.24 hr.
AS-01	\$17.74 hr.	\$18.15 hr.	\$18.60 hr.	\$19.06 hr.

On March 1, 2000, and March 1, 2001 Rates - additional .5% increase Incentive Allowance added to salary.

Incentive Allowance will be paid on criteria established in a Joint Union Management Committee as per Memorandum of Agreement #I, Appendix "B" of the Collective Agreement.

The Winter Foreman and Supervisory Rate is \$1.60 hr. in addition to the Rate of Pay.

**Signing Bonus of Eight Hundred Dollars (\$800.00) for Full T h e Employees
Signing Bonus of Two Hundred Dollars (\$200.00) for Seasonal Employees
To be paid the starting date of the Collective Agreement: March 1, 1999**

APPENDIX "B"

OF AGREEMENT #1
INCENTIVE ALLOWANCE

Between

**SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION
And
PUBLIC SERVICE ALLIANCE OF CANADA**

The Sault Ste. Marie Development Corporation and the Public Service Alliance of Canada are committed to a continued development of knowledge and a skilled, and flexible workforce. To facilitate this, all Employees are encouraged to participate in cross training throughout the life of this Agreement.

The Corporation and the Union will jointly develop the incentive process in order to facilitate a smooth transition of cross training within the first year of the contract.

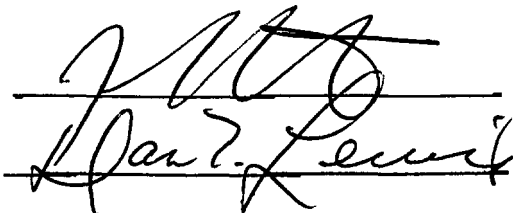
Employees will advise the Joint Committee as to their alternate skills, interests, and preferences for cross assignments and training, or additional training consistent with the Airport's needs. Those Employees will identify and notify the Joint Committee as to their preference within six (6) months of the effective date of the Collective Agreement.

The Corporation will have the right to assign duties to all qualified Employees throughout the operation as needed. If any Employee requires training in order to become qualified, the Corporation will develop the training opportunities consistent with the Employer's needs. No Employee will be denied his, or her Incentive Allowance, if they are actively participating in an approved plan, or assignment, as determined by the Joint Union Management Committee on Incentives.

Signed this 22 day of FEB, 1999.

**SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION
(EMPLOYER)**

**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**



APPENDIX "B" - MEMORANDUM OF AGREEMENT #1
INCENTIVE ALLOWANCE (Cont'd.)

Samuel Baker

Wayne A. Pickett
Harold Ford
Paul H.
Calvin
Susan Smith

APPENDIX "C"

EM()
PHYSICAL FITNESS - FIREFIGHTERS

Between

SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION
And
PUBLIC SERVICE ALLIANCE OF CANADA

The parties agree that Firefighters should maintain a high level of physical fitness,

Operating conditions permitting, the Employee will be granted up to one (1) hour per shift during their regular work hours to exercise in order to maintain their physical fitness on apparatus provided by the Employer

Through the Joint Consultation Process, a review of the exercise facilities and equipment provided to the Employees will be conducted. Any necessary improvements, and/or changes will be implemented.

Signed this 22 day of FEB, 1999.

**SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION
(EMPLOYER)**

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**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**

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Tech 1 Salary Grid March 1, 1999

1999	32,980	34,144	35,308	36,472	37,636	38,800			
							39,770	39,969	
2000	33,805	34,998	36,191	37,384	38,577	39,770			
							40,764	40,968	41171.9
2001	34,650	35,873	37,095	38,318	39,541	40,764			

Tech 2 Salary Grid March 1, 1999

1999	25,500	26,400	27,300	28,200	29,100	30,000			
							30,750	30,904	
2000	26,138	27,060	27,983	28,905	29,828	30,750			
							31,519	31,676	31833.9
2001	26,791	27,737	28,682	29,628	30,573	31,519			

Clerical Salary Grid March 1, 1999

1999	26,690	27,632	28,574	29,516	30,458	31,400			
							32,185	32,346	
2000	27,357	28,323	29,288	30,254	31,219	32,185			
							32,990	33,155	33319.5
2001	28,041	29,031	30,021	31,010	32,000	32,990			