

SOURCE	union	
EFF.	99	06/01
TERM.	03	05/31
NO. OF EMPLOYEES	15	
NOMBRE D'EMPLOYÉS	15	



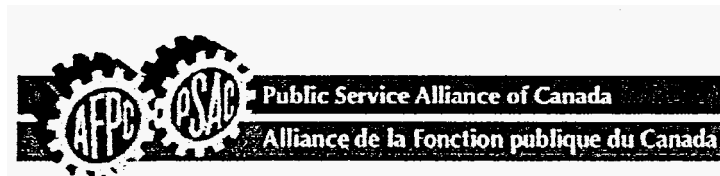
COLLECTIVE AGREEMENT

BETWEEN

SERCQ

SERCO AVIATION SERVICES INC.

AND



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NOV 9 1999

THE PUBLIC SERVICE ALLIANCE OF CANADA

Effective June 1 1999 through May 31, 2003

ENTERED

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Article 1 PURPOSE, SCOPE AND APPLICATION OF AGREEMENT

- 1.01 This Agreement reflects the collective bargaining process that the parties undertook for the purpose of maintaining and promoting the mutually beneficial relationship between the Employer and the Union.
- 1.02 It recognizes the mutual value of the negotiation process in all matters pertaining to wages and benefits, employment and working conditions for the Employees.
- 1.03 It provides processes for the prompt and equitable resolution of disputes.
- 1.04 It promotes the morale, well-being and security of all Employees in the bargaining unit.
- 1.05 It reflects the principles of equity, honesty, trust and the desire to create a solid business foundation and a stable future for all Employees of Serco Aviation Services Inc. - Windsor Airport.

Article 2 UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer described in the certificate issued by the Canadian Industrial Relations Board dated April 16, 1999 or as subsequently amended.
- 2.02 In the event that the Employer creates a new position or wishes to exclude an existing bargaining unit position, it shall advise the Union in writing and provide the name of the incumbent, classification and level, a description of duties and responsibilities, organization chart and the reason for the proposed exclusion. Upon request from the Union, the parties shall meet to conduct meaningful discussions. In the event that the parties fail to agree on whether the position shall be included or excluded from the bargaining unit, either party may refer the matter to the Canadian Industrial Relations Board.

Article 3 MANAGEMENT RIGHTS

- 3.01 The Union agrees that the Employer has the exclusive right to manage its business and shall exercise such right justly, fairly, reasonably, in good faith and without discrimination subject to the express provisions of this Agreement.
- 3.02 Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer:
 - (a) to determine qualifications of staff, the organizational structure, hire,

select, assign work, determine performance standards, promote, demote, lay-off, discipline and discharge staff for just cause and to increase or decrease the work force from time to time;

- (b) to determine materials to be used, design of products, facilities and equipment to be used, to prescribe tools, methods of performing work, the location of equipment, and the schedule of work; and
- (c) to establish reasonable rules and regulations to be observed by staff.

Non-compliance may involve discipline, including dismissal.

3.03 The Employer recognizes that the Union has recourse through the grievance procedure if it feels that the Employer has exercised any of the foregoing rights contrary to the express terms of this Agreement.

Article 4 UNION SECURITY

- 4.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all Employees in the bargaining unit, commencing with the first complete month of employment.
- 4.02 The Union shall inform the Employer in writing of the authorized deduction for each Employee.
- 4.03 The Employer further agrees to make deductions for Union-sponsored insurance premiums upon authorization of the Employee.
- 4.04 No Union, other than the Public Service Alliance of Canada, shall be permitted to have membership dues and/or other monies deducted from the pay of Employees in the bargaining unit.
- 4.05 The amount deducted in accordance with clause 4.01 shall be remitted to the Comptroller of the Union by cheque no later than the 20th of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each Employee and the deductions made on the Employee's behalf.
- 4.06 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.
- 4.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

- 4.08 The Employer agrees to record the Union dues paid by an Employee on the T-4 for income tax purposes.

Article 5 WORK IN THE BARGAINING UNIT

- 5.01 Persons not covered by the terms of this Agreement shall not perform duties normally assigned to those Employees who are covered by this agreement, except in cases of emergency, when no qualified Employees covered by this Agreement are readily available to perform the duties or when there are insufficient qualified Employees readily available to perform all the work required.

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 ensure safe access to the workplace.
- 6.03 If Employees are prevented from performing their duties because of a strike or lockout on the premises of another Employer, the Employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such Employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04 The Employer agrees that should individual bargaining unit members decide to honour a legal picket line, no disciplinary action will be taken and such Employees shall be deemed to be on unpaid leave, provided that the Employee honours the picket line for the whole period of the strike.

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 and constructively at the appropriate level about contemplated significant changes in conditions of employment or working conditions not covered by this agreement.

- 7.03 The parties agree to review the old guidelines for joint consultation through the Union-Management Committee within six months of ratification of this agreement, and such guidelines shall be subject to amendment by mutual consent only.
- 7.04 The Union-Management Committee will meet on a regular basis.
- 7.05 The Union-Management Committee will have no authority to amend or alter the collective agreement except as specifically identified within this Agreement.

Article 8 INFORMATION

- 8.01 The Employer shall provide the Local with the names and classifications of newly appointed Employees within a period of fifteen (15) days of their first day of work.
- 8.02 The Employer agrees to supply each Employee with a copy of this agreement within one (1) week of printing.
- 8.03 The Employer agrees to supply the Union with five (5) signed original Agreements.
- 8.04 The Employer agrees to provide the President of the Local with a copy of the Employer's organization chart and a copy of its personnel policy manual and/or Employee's handbook, if such exists, and as amended from time to time. Such information shall not be included in nor form part of this agreement.
- 8.05 Copies of Appendices amended by the Union Management Committee shall be provided to each Employee and Five (5) signed originals shall be provided to the Union within one (1) week of agreement. In the event of discrepancies, the latest dated and signed agreements held by the Union Management Committee shall be deemed the official documents.

Article 9 USE OF EMPLOYER FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Alliance notices. Posting of notices or other materials, except notices related to the business affairs of the Union, shall require approval of the Employer. Such approval shall not be unreasonably withheld.
- 9.02 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the Union.

- 9.03 A duly accredited representative of the Union 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 or to attend meetings of the Local.
- 9.04 With sufficient notice, the Employer will provide a meeting room to the Local for the conduct of meetings or Local business.
- 9.05 The Employer agrees to permit Union representatives to use the Employer's telephone and e-mail systems where available for the purpose of communications with the members of Local 00012, UCTE. Any additional cost will be borne by the Union.
- 9.06 The Employer agrees to allow the Union access to a photocopier for reasonable copying of official Union materials, provided prior approval is sought from the Employer and provided the Union supplies its own paper. Such approval shall not be unreasonably withheld.

Article 10 EMPLOYEE REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 10.02 The Union shall determine the jurisdiction of each representative.
- 10.03 The Union shall notify the Employer in writing the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of their immediate supervisor before leaving their workplace to investigate Employee complaints or process a grievance. Such permission shall not be unreasonably withheld.
- 10.05 The Employer shall provide new Employees, on their first day of work, with fifteen (15) minutes to meet with a representative designated by the Union.
- 10.06 The Employer and the Union recognize the benefits of negotiating renewals of this agreement in a timely manner and shall both endeavour to complete negotiations for subsequent contracts prior to the expiry date of the current agreement. The Employer agrees to grant On Duty Status to two (2) Employees for the purpose of attending negotiations of this agreement or for negotiations of a re-opener of this agreement.
- 10.07 The Employer will grant On Duty Status to designated Union representatives who are meeting with the Employer on behalf of Employees or at Union-Management meetings.

Article 11 DISCRIMINATION

- 11.01 The Employer and the Union recognize the right of all persons to work in an environment free of harassment, discrimination and abuse of authority and agree that any of the aforementioned actions will not be tolerated in the workplace.
- 11.02 The provision of this Agreement shall be interpreted and applied in a manner consistent with the Canadian Human Rights Act and with Serco's Corporate Policy on Harassment and Discrimination.
- 11.03 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practised with respect to an Employee by reason of activity in the Union.

Article 12 EMPLOYEE STATUS

- 12.01 Full-time Employee is an Employee hired for an indeterminate period whose hours of work are those established in Article 13 Hours Of Work.
- 12.02 A Part-time Employee is an Employee hired for an indeterminate period whose hours of work are less than those established in Article 13 Hours Of Work. Part-time Employees will be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time Employees. The benefit entitlements for Part time Employees shall be determined by the Employer based on the availability of coverage in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified for full-time Employees.
- 12.03 A Seasonal Employee is an Employee hired for seasonal work in airfield operations. This includes students hired for summer work.

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

Seasonal Employees will not be eligible to participate in the benefit plans during the time they are employed by Serco. Seasonal Employees will not accrue annual leave credits as per Article 29 Vacation Leave, but will be provided with four (4) per cent vacation pay on a biweekly basis.

- 12.04 A Casual Employee is an Employee hired for the purpose of:
- (a) replacement of a permanent Employee who is on leave with or without pay;
 - (b) short-term assignments, not to exceed six months; or

- (c) non-recurring work.

Casual Employees will not be eligible to participate in the benefit plans during the time they are employed by Serco. Casual Employees will not accrue annual leave credits as per Article 29 Vacation Leave but will be provided with four (4) per cent vacation pay on a biweekly basis. If the term of employment extends beyond six (6) months of continuous service, the Employee becomes eligible for coverage under the sick leave provisions as outlined in Article 37 Sick Leave With Pay and is eligible for participation in all benefit plans.

Article 13 HOURS OF WORK

13.01 Scheduling of standard hours of work and the establishment of standard shift schedules shall be done by the Employer following meaningful consultation with the Union.

13.02 The normal hours of work are as follows:

(a) 37.5 Hour/Week Employee – Standard Schedule

- (i) This schedule applies to all employees except Assistant Director, Safety and Security and all Fire Fighter classifications.
- (ii) Work is normally performed between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday inclusive.
- (iii) The hours of work for the Employees working a standard schedule, exclusive of a daily meal break, shall be seven and one-half (7 ½) consecutive hours per day and thirty-seven and one-half (37 ½) hours per week.

(b) 42 Hour/Week Employee – Standard Schedule

- (i) This schedule applies to the Assistant Director, Safety and Security and all Fire Fighter classifications.
- (ii) Should twenty-four (24) hour coverage be required, the standard shift lengths shall be twenty-four (24) hours.
- (iii) In all other circumstances, the standard shift lengths shall coincide with the published daily hours of coverage.
- (iv) Scheduled work shall average 42 hours per week for each Employee over the life of the schedule.

13.03 Scheduling

- (a) The Employer shall make every reasonable effort:
 - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the Employee's previous shift;
 - (ii) to avoid excessive fluctuation in hours of work;
 - (iii) not to schedule more than six (6) consecutive days of work;
 - (iv) during each work week or shift rotation, to schedule at least two (2) consecutive days of rest at a time. Such two (2) days may be separated by a designated paid holiday, provided that the holiday is not worked;
 - (v) to consult with and consider the wishes of the majority of the Employees concerned when arranging shifts within a schedule and establishing starting and stopping times in a work area, and
 - (vi) to allocate shifts on an equitable basis amongst available qualified Employees.
- (b) No Employee shall be required to work split shifts.
- (c) Where practicable, working schedules shall remain in effect for a period of not less than six (6) months.
- (d) An Airport Fire Service shift schedule shall be posted in the Fire Hall at the beginning of each fiscal year. Changes to that schedule and the posting of any other work area schedule shall be made at least eight (8) calendar days in advance of the implementation of the new schedule.
- (e) An Employee who is required to change their scheduled shift without receiving at least five (5) calendar days advance notice shall be paid for the first shift on the revised schedule at time and a half.

13.04 Subject to the Employer's written approval, Employees may exchange shifts if there is no extra overall cost to the Employer.

13.05 Meal Breaks

- (a) The Employer shall endeavour to arrange a meal break of at least one-half (1/2) hour at times convenient to the Employees. A second meal break of at least one-half (1/2) hour shall be provided for any periods of work exceeding twelve (12) hours, and
- (b) When directed by the Employer to conduct continuous operations which

extends through the normal meal period, Employees will be paid for one (I) additional one-half (1/2) hour at the applicable rate of pay. For the purposes of this clause, normal meal period shall be between 11:30 and 13:00 for day shift workers and between 17:00 and 19:00 for afternoon shift workers.

- (c) This Articles shall not apply to Fire Fighters. Fire Fighters paid meal breaks shall be taken at times convenient to the Employees where practicable.

13.06 Rest Periods

The Employer shall provide two rest periods of fifteen (15) minutes each per full working day for all Employees. For Employees whose shifts extend beyond eight (8) hours, an Employee shall be entitled to one (I) additional fifteen (15) minute rest period for each four (4) hour period worked.

13.07 Days of Rest

- (a) 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 on the day on which the majority of the hours fall. Should there be an equal number of hours worked on both days, the day of commencement shall be used.
- (b) The first day of rest shall be deemed to start immediately following the midnight of the calendar day on which the Employee last worked or is deemed to have worked their last scheduled shift, and the second day of rest shall commence immediately after midnight of the Employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if the days of rest are separated thereby.

13.08 Flexible Hours of Work

Subject to operational requirements, an Employee may be granted flexible start and/or finish times, as well as extended meal breaks.

13.09 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 13.02 a) and b).
- (b) Employees may convert to compressed hours of work, provided:
 - (i) no shift in excess of twelve (12) hours 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 a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days.
- (c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements.

Article 14 **PAY ADMINISTRATION**

14.01 Employees shall be paid on a biweekly basis at the rate of pay to which they are entitled as prescribed in Appendix C Rates Of Pay.

14.02 Upon initial appointment, an Employee shall be paid the 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 less than the minimum rate.

14.03 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 as deemed appropriate by the Employer. In no case shall the Employee be paid higher than the maximum rate prescribed for the position.

14.04 An Employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same incremental rate in their new position. If there is no incremental rate the Employee shall receive the established salary or hourly rate.

14.05 An Employee whose position is reclassified downward and who has yet to be offered a reassignment to a permanent position rated the same as or higher than their prior position and for which the Employee has the requisite skills and abilities, shall continue to receive the same rate of pay for a maximum of twelve months, after which the Employee shall receive the new pay rate for their current position. The Employee shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

An Employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than their prior position and for which the Employee has the requisite skills and abilities shall immediately revert to the new rate of pay for their current position.

14.06 Clause 14.05 does not apply to an Employee who obtains a position through the posting procedure which is rated lower than their current position.

Such an Employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the Employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 14.07.

- 14.07 An Employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until they reach the maximum rate for the position. The pay increment period is the period identified in Appendix C Rates Of Pay

A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which an Employee is being paid.

- 14.08 The training criteria for incremental movement is contained in Appendix D Training Criteria. The Union Management Committee shall review the criteria from time to time, and has the authority to make appropriate changes by a two-thirds majority decision.
- 14.09 An Employee appointed or reclassified to a position, other than a higher rated position, shall retain their incremental date.
- 14.10 The Employer may appoint an Employee to a position outside the bargaining unit on an acting basis for a period of up to three (3) months, during which time the Employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond three (3) months to accommodate a temporary vacancy.
- 14.11 For the purpose of this agreement, a position is higher rated than another if its maximum rate of pay is higher, and the position is rated the same as another if its maximum rate of pay is the same.
- 14.12 For the purpose of this agreement, a pay increment shall become effective at the beginning of the first biweekly pay period following the anniversary date.
- 14.13 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.
- 14.14 When an Employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity for one working day or more, the Employee shall be paid acting pay calculated from the date on which they commenced to act, in accordance with clause 14.03. An Employee acting in a higher rated position shall continue to be entitled to their pay increment for the lower rated position based on the Employee's increment date in the lower rated position. When an Employee receives an increment in the lower rated position, their acting rate of pay shall be adjusted accordingly.

14.15 In the event of termination of employment for reasons other than death, lay-off or disability, the Employer may recover from any monies owed the Employee an amount equal to unearned vacation taken by the Employee.

14.16 The determination of the Hourly Rate of Pay for an Employee shall be:

- (a) For Employees who work 37.5 hours/week, the annual salary for their position divided by 1956.
- (b) For Employees who work 42 hours/week, the annual salary for their position divided by 2191.

Article 15 OVERTIME PAY

15.01 The first four (4) hours of overtime worked on a regular working day shall be compensated at time and a half. All further overtime worked on that day shall be compensated at double time.

15.02 On days of rest, the first eight (8) hours of overtime shall be compensated at time and a half. Any further overtime worked during the same period of days of rest shall be compensated at double time.

15.03 The Employer shall make every reasonable effort to distribute overtime on an equitable basis among readily available qualified personnel.

Article 16 MEAL ALLOWANCE

16.01 For positions where meals are not provided by the Employer, an Employee who works four (4) or more consecutive hours of overtime on a regular working day shall receive a meal allowance of nine dollars (\$9.00), except where a free meal is provided.

16.02 An Employee who works overtime continuously beyond the period provided in sub-clause (a) shall be reimbursed for one (1) additional meal in the amount of nine dollars (\$9.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.

Article 17 CALL BACK PAY

17.01 If an Employee is called back to work after leaving the work place on a normal day of work, or on a day of rest, and the Employee returns to work, the Employee shall be entitled to the greater of:

- (a) Three (3) hours at the applicable overtime rate for each call back to a maximum of eight hours pay at the applicable overtime rate in an eight hour period, or:
- (b) The applicable rate of overtime for all time worked.

17.02 Employees shall be reimbursed for mileage at a rate of \$0.25 per kilometre for travel to and from work under this article to a maximum of \$25.00 for each call back.

17.03 Time spent travelling to and from work shall not be deemed to be time worked.

Article 18 STANDBY PAY

18.01 Where the Employer requires an Employee to be available on standby during off-duty hours, an Employee shall be entitled to a standby payment equivalent to one half (1/2) hour's pay at straight time for each four (4) consecutive hours or portion thereof that they are on standby.

18.02 An Employee designated by letter or by list for standby duty shall be available to return to duty as quickly as possible if called during their period of standby. If, during a period of standby, the Employee is unable or fails to return to duty, all standby pay for the entire period shall be forfeit. This period shall consist of all consecutive hours for which the Employee was on standby.

18.03 An Employee on standby who reports for work shall be paid, in addition to the standby pay, compensation in accordance with Article 17 Call Back Pay.

Article 19 SHIFT/WEEKEND PREMIUM

19.01 This article does not apply to Fire Fighters.

19.02 The Employer agrees to pay a Shift Premium of one dollar and twenty five cents (\$1.25) per hour worked for work outside the hours of work in Article 13 Hours Of Work.

19.03 The Employer agrees to pay an additional Weekend Premium of seventy five cents (\$0.75) per hour for hours worked on Saturdays, Sundays or Designated Holidays.

19.04 The Employer agrees that the Shift Premium rate shall be changed to one dollar and fifty cents (\$1.50) per hour effective January 1, 2001.

19.05 The Employer agrees that the Weekend Premium rate shall be changed to one dollar (~~\$100~~) per hour effective January 1, 2001.

Article 20 LAYOFFS AND RECALL

20.01 In the event that an Employee's job function is discontinued, the Employer shall make every reasonable effort to find the Employee alternate work at the work site. Should no alternate work be available at the work site, the Employee shall be given a six month notice of layoff, during which time the Employer shall make every reasonable effort to place the Employee within Serco. If there is no suitable employment available within Serco, the Employer may lay off the Employee at the end of the six month notice period.

An Employee laid off by the Employer shall have the right of recall to the same or suitable positions within the work site in priority over all other individuals.

20.02 Should the Employer require that an Employee be temporarily laid off, the Employer shall pay a Supplemental Benefit as follows:

- (a) Ninety percent (**90%**) of the Employee's salary for the first two (**2**) weeks of layoff.
- (b) Thirty-five percent (35%) of the Employee's salary for a maximum length of fifteen (**15**) weeks, dependant upon how long the Employee is temporarily laid off.

During the period of time when an Employee is temporarily laid off, the Employer shall continue to pay their share of all benefit plans and pension plan.

Clauses 20.01 and 20.02 are mutually exclusive and shall not both apply to the same layoff.

Article 21 BREAK IN SERVICE AND EMPLOYMENT

21.01 Service and employment shall be terminated when an Employee:

- (a) resigns or retires;
- (b) is discharged for just and sufficient cause; or
- (c) abandons their position by failing to report for five (5) consecutive work days, unless they have notified the Employer in advance of the absence, or unless they have a reasonable explanation as to their inability to notify and attend work.

Article 22 SEVERANCE PAY

- 22.01 An Employee must have completed at least 12 months of continuous employment, including authorized absences, to qualify for severance pay.
- 22.02 An Employee Terminated For Just Cause is not entitled to severance pay unless that Employee has at least 10 years continuous service as defined in clause 29.03.
- 22.03 Severance pay shall be calculated on the basis of the Employee's weekly rate of pay on the last day of employment in the following manner:
- (a) On Lay-off, Retirement or Death of an Employee, two (2) week's pay for the first year of employment and one (1) week's pay for each additional year or portion thereof.
 - (b) On Resignation of an Employee, or Termination For Just Cause of an Employee with more than ten (10) year's continuous service as defined in clause 29.03, one (1) week's pay for the first year of employment, and two and a half (2 1/2) day's pay for each additional year or portion thereof.
 - (c) In all other cases, one (1) week's pay for the first year of employment, and two and a half (2 1/2) day's pay for each additional year or portion thereof.
- 22.04 For the purpose of this article, excluding Clause 22.02 , "years of employment" shall only include time employed with the Employer.

Article 23 REGISTRATION & PROFESSION FEES

- 23.01 The Employer shall reimburse an Employee for their costs for fees to maintain a valid licence or certificate, when the payment of such fees is a requirement of the job.

Article 24 TRAVEL AND ACCOMMODATION

- 24.01 Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed for actual and reasonable expenses incurred by the Employee during such travel.
- 24.02 The Union Management Committee will establish general guidelines for Employees on what is considered "reasonable" expenses during travel.

- 24.03 The Union Management Committee will determine Travel Standards and Procedures which shall ensure that
- (a) the Employees are afforded transportation and accommodation that are of good quality; and
 - (b) that rates and conditions of reimbursement are sufficient to ensure that Employees shall not be out of pocket for business expenses incurred while travelling for business purposes.
- 24.04 The Travel Standards and Procedures will be supplied to all Employees who are required to travel on behalf of the Employer.
- 24.05 The Travel Standards and Procedures shall be reviewed annually by the Union Management Committee and may be amended by a two-third (2/3) majority vote.
- 24.06 Reimbursement for the authorized use of Employee's personal vehicles for business travel shall be set at thirty five cents (\$0.35) per kilometre at the time of signing and shall be subject to review under the terms of Clause 24.05 .

Article 25 PENSIONS AND BENEFITS

- 25.01 The Employer will increase the Employer's share of contributions to the pension plan in order to lower the normal retirement age from sixty-five (65) years of age to sixty (60) years of age at no extra cost to the Employees.
- 25.02 The Employer shall maintain the Benefits Plans at least at the level established at the date of signing. Proposed improvements to the plans or a change in carrier will be provided to the Employees and the Union for their comments before changes are implemented.

Article 26 UNIFORMS, CLOTHING & TOOLS

26.01 Work Clothing and Boot Entitlement

This section applies to all Employees of the Operations and Safety & Security Department except for those Employees whose work is primarily administrative or clerical in nature.

- 26.02 The Employer recognizes the contractual entitlement of Operations and Safety & Security staff to assistance in replacement of work clothing and safety footwear.

26.03 The Union Management Committee will create a list of appropriate work clothing for the Operations and Safety & Security departments. This list, which may be amended from time to time, will contain three sections;

- (a) Initial Issue for Probationary Employees – Spring and Fall
- (b) Full Initial Issue for all Employees after probation; and
- (c) Approved Replacement Items List of items eligible under the Annual Clothing Allowance.

The list in effect at the time of the signing of this contract is attached as Appendix B Approved Clothing List.

- 26.04 Upon initial hire to an eligible position, Probationary Employees will be given an initial issue appropriate to the season. If, during the probationary period, additional issue becomes necessary to equip the Employee for changing seasons, then supplementary items from the alternate season issue for Probationary Employees will be issued.
- 26.05 Once an Employee has completed their probationary period, any remaining items on the Full Initial Issue list will be supplied to the Employee.
- 26.06 Once an Employee has received the Full Initial Issue, the Employee is eligible for the Annual Clothing Allowance starting in the next calendar year.
- 26.07 Each eligible Employee shall be allowed a maximum of \$300 per year Annual Clothing Allowance. This allowance may only be used to replace or augment the Employee's work clothing and safety footwear. Replacement items must conform to the Approved Replacement Items List created by the Union Management Committee.
- 26.08 The Approved Replacement Items List may also contain dollar limits on individual items. The Employee shall be responsible for any additional cost on such items.
- 26.09 Once in every five year period commencing June 1, 1999, the Employee shall be allowed an additional \$200 for the replacement of a winter parka.
- 26.10 The Annual Clothing Allowance may be used either by reimbursing the Employee upon production of receipts or by the direct purchasing by Serco of requested items.
- 26.11 Clothing and safety footwear supplied under this program remain the property of Serco, and must be returned if the Employee is no longer an Employee of the Employer. The Employer has the right to deduct from any final paycheque an amount up to the full value of the currently issued clothing if it is not returned.

26.12 Clothing and safety footwear supplied under this program is not to be worn when the Employee is not on active duty.

26.13 Serco agrees to provide, at no cost to the Employee, the tools Serco deems necessary to perform the duties of the position.

Article 27 LEAVE - GENERAL

27.01 An Employee is entitled to be informed upon request of the balance of their annual, sick and compensatory leave credits.

27.02 The amount of leave with pay, excluding Sick Leave, earned but unused at the time when this agreement is signed, or at the time when the Employee becomes subject to this agreement, shall be retained by the Employee.

Article 28 DESIGNATED PAID HOLIDAYS

28.01 In recognition of waiving this article for Fire Fighters, the Employer agrees to grant four **(4)** twenty four hour shifts in lieu. A Fire Fighter is expected to use these shifts in lieu during the year in which they are earned and are required to schedule them accordingly at a time convenient to the Employer and the Employee. The Employer agrees that any shifts in lieu requested by the Fire Fighter as time off in lieu and denied by the Employer shall be cashed out at the end of the year. Shifts in lieu not requested by the Fire Fighter shall lapse at the end of the year without further compensation.

28.02 Subject to clause 28.01, 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
- (9)** Civic Holiday (the first Monday in August)
- (g) Labour Day
- (h) Thanksgiving Day

- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

28.03 An Employee absent without pay on both their full working day immediately preceding and 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 30 Leave With Or Without Pay For Union Business.

28.04 When a day designated as a holiday or holidays under clause 28.02 coincides with an Employee's day or days of rest, the holiday or holidays will be moved to the next regularly scheduled work day or days.

28.05 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 28.04, work performed by an Employee on that day shall be considered as time worked on a holiday.

28.06 An Employee who works on a holiday shall be paid overtime at the applicable rate for all hours worked in addition to the pay that the Employee would have been granted had they not worked on the holiday. Alternately, the Employee may be granted another day off in lieu and receive the applicable overtime rate for the day worked instead of their regular pay rate for that day.

28.07 When a day that is a designated paid holiday coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

28.08 Operations requirements permitting, the Employer shall not schedule Employees to work both December 25 and January 1 in the same holiday season.

28.09 For the purpose of this article, a day shall be the normally scheduled daily hours of work for an Employee.

28.10 In recognition of the diversity of peoples within the workplace, and in order to accommodate the various needs of all Employees, the Employer agrees that any Employee may substitute any of their religious holy days for the days listed in Clause 28.02. The initial request must be made in writing at least 10 working days in advance of the earlier date of either the original designated paid holiday or the substituted holy day. The requested substitution shall remain in effect for that Employee for the remainder of their employment.

Article 29 **VACATION LEAVE**

29.01 For the purposes of this Article, the fiscal year shall be January 1 to December 31.

- 29.02 An Employee shall earn Vacation Leave Credits at one twelfth (1/12) of the following rates for each calendar month during which the Employee receives at least ten (10) days' pay:
- (a) Two (2) weeks per year, or four (4) shifts for Fire Fighters on twenty four hour shifts, until the month in which the anniversary of the Employee's second year of continuous service occurs; then
 - (b) Three (3) weeks per year, or six (6) shifts for Fire Fighters on twenty four hour shifts, until the month in which the anniversary of the Employee's eighth year of continuous service occurs; then
 - (c) Four (4) weeks per year, or seven (7) shifts for Fire Fighters on twenty four hour shifts, until the month in which the anniversary of the Employee's eighteenth year of continuous service occurs; then
 - (d) Five (5) weeks per year, or nine (9) shifts for Fire Fighters on twenty four hour shifts, until the month in which the anniversary of the Employee's twenty-ninth year of continuous service occurs; then
 - (e) Six (6) weeks per year, or eleven (11) shifts for Fire Fighters on twenty four hour shifts, thereafter.

29.03 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 December 31, 1998; or
- (b) the length of continuous service with the Employer and the Federal Government for former Government of Canada Employees who joined Serco Aviation Services Inc. - Windsor Airport on December 31, 1998.

29.04 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 fiscal year.

29.05 Employees are expected to take their vacation leave in the year in which it is earned.

29.06 The Employer shall, subject to operational requirements, schedule an Employee's vacation leave in a manner and at such times and amounts as are acceptable to the Employee.

29.07 The Employer shall make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave.

29.08 If an Employee requests vacation leave with pay in accordance with this article 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 that Employee for vacation leave.

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

29.10 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 be reinstated for use at a later date.

29.11 With the exception noted below for Airport Maintenance Specialists, a maximum combination of two (2) weeks' Vacation Leave and Banked Time (or four (4) shifts for Fire Fighters) 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 and could not be rescheduled, 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 they do not wish to carry it forward.

Banked time earned by Airport Maintenance Specialists from the beginning of the snow season (usually December 1) to the end of the calendar year may be carried over to the next calendar year in addition to the two weeks mentioned in the preceding section.

29.12 When during any period of vacation leave with pay, an Employee is recalled to duty, the Employee shall be reimbursed for all reasonable expenses that the Employee incurs:

(a) in proceeding to the Employee's place of employment,

(b) in returning to the place from which the Employee was recalled, if the Employee immediately resumes vacation leave upon completing the assignment for which the Employee was recalled, after submitting such accounts as are normally required by the Employer.

(c) as a result of non-returnable portions of vacation contracts and reservations which are lost as a result of being recalled, after submitting such accounts as are normally required by the Employer.

- 29.13 When the Employer cancels a period of vacation leave which it has previously approved, the Employer shall reimburse the Employee for all non-refundable costs made by that Employee in respect of that period, subject to the presentation of such reasonable documentation as the Employer may require.
- 29.14 When an Employee dies or otherwise ceases to be employed, the Employee or the estate of the Employee shall be paid an amount equal to the product obtained by multiplying the number of hours of earned but unused vacation leave to Employee's credit by the Employee's hourly rate of pay at the time of termination of the Employee's employment.
- 29.15 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 equal 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.
- 29.16 The Employer agrees to advance payment of estimated net salary for approved vacation leave periods of two (2) or more weeks, provided a written request from the Employee is received at least two (2) weeks prior to the commencement of the leave period.
- 29.17 A part-time Employee will receive vacation pay at a rate of 4% paid to the Employee in their pay cycle.
- 29.18 When two or more Employees request the same or overlapping periods of leave and they cannot be jointly accommodated, the Employer will attempt to resolve the issue between the Employees. If the issue cannot be resolved in this manner, then the Employee who first requested the leave shall be given priority for the leave.

Article 30 LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

30.01 The Employer will grant On Duty Status to an Employee

- (a) called as a witness by an Arbitration Board;
- (b) called as a witness by the Canadian Industrial Relations Board;
- (c) for attendance at an Arbitration Board when it is the Employee's grievance being arbitrated; or
- (d) for up to three hours consultation with their Representative(s) to prepare for the presentation to an Arbitration Board when it is the Employee's grievance being arbitrated.

- 30.02 Operational requirements permitting, the Employer will grant Leave Without Pay for one Employee representing the Union before an Arbitration Board.
- 30.03 Operational requirements permitting and upon reasonable notice, the Employer will grant Leave Without Pay to an Employee exercising authority of a Representative on behalf of the Alliance to undertake training related to the duties of a Representative. Should a conflict arise due to more than one Representative requesting Leave under this Article, and the Employer being unable to grant leave to all Representatives, the Local shall be required to notify the Employer of who shall be granted leave.
- 30.04 Operational requirements permitting and upon reasonable notice, the Employer shall grant Leave Without Pay to a Union Representative in order to attend Conventions of the Union of Canadian Transport Employees and the Public Service Alliance of Canada.
- 30.05 Requests for Leave Without Pay for Union Business will be made in advance, in writing.

Article 31 MARRIAGE LEAVE WITH PAY

After the completion of one (1) year's continuous employment with the Employer, and providing the Employee gives the Employer at least two (2) weeks' notice, the Employee shall be granted five (5) days' Marriage Leave With Pay for the purpose of getting married.

Article 32 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; or
- (b) for attendance as a subpoenaed witness.

Article 33 BEREAVEMENT LEAVE WITH PAY

For the purpose of this Clause, "immediate family" is defined as an Employee's Spouse, Child, Parent, Brother, Sister, Grandparent, Grandchild, Son in Law, Daughter in Law, or the Child, Parent, Brother, Sister, Grandparent of the Employee's spouse or other relative permanently residing in the Employee's household, or with whom the Employee permanently resides.

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) calendar days' Leave With Pay for the purpose of travel related to the death. Such leave shall normally include the day of the funeral.

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 the paragraphs above.

Article 34 MATERNITY/PATERNITY/ADOPTION LEAVE WITHOUT PAY

- (a) 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.
- (b) 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.
- (c) 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.
- (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.

Article 35 MATERNITY ALLOWANCE

An Employee who has been granted maternity leave without pay shall be paid a maternity allowance provided that she:

- (a) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
- (b) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer; and

- (c) has signed an agreement with the Employer stating that:
 - (i) the Employee agrees to remit to the Employer any amount received by them under Section 22 of the *Employment Insurance Act* in respect to this pregnancy;
 - (ii) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave; and
 - (iii) once she has returned to work, she will complete 6 months of employment on her regular shift:
- (d) While on Maternity Allowance the Employer will provide the Employee with the equivalent of 90% of the Employee's regular salary for a maximum of thirteen (13) weeks.
- (e) Failure of the Employee to remit the amounts in Clause Article 35 (c)(i) shall negate the Employee's right to Maternity Allowance for this pregnancy and all amounts paid under this Article shall be fully recoverable from the Employee.
- (f) Should the Employee fail to return to work in accordance with *section (B)*, for reasons other than death, lay-off or having become disabled as defined in the *Canada Pension Plan*, she will be indebted to the Employer for the full amount of the maternity allowance she has received.
- (g) Should the Employee return to work but fail to work the total number of hours as specified in *sections (B)*, for reasons other than death, lay-off or having become disabled, she will be indebted to the Employer for a pro-rated amount of the benefit paid.

Article 36 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

At its sole discretion, the Employer may grant Leave With or Without Pay for purposes other than those specified in the Agreement.

Article 37 SICK LEAVE WITH PAY

37.01 An Employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the Employee received pay for at least ten (10) days. For Fire Fighters on twenty four hour shifts, the annual sick leave credits shall be six (6) shifts, earn at the rate of one half (1/2) shift for each calendar month for which the Employee received pay for at least ten (10) days. A maximum of five (5) days, or two (2) shifts for Fire Fighters on twenty four hour.; shifts, may be used for personal needs or family reasons.

37.02 An Employee shall be granted sick leave with pay, at one hundred percent (100%) of the Employee's normal rate of pay, when they are unable to perform their duties because of illness or injury provided that:

- (a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer; and
- (b) they have the necessary sick leave credits.

37.03 A statement signed by the Employee stating that because of illness or injury they were unable to perform their duties, when provided to the Employer, shall be deemed as meeting the requirements of 37.02 if the period covered does not exceed five (5) days or in the case of Fire Fighters two (2) shifts.

37.04 Where an Employee requires a medical certificate, the Employee shall submit the certificate upon return to work.

37.05 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for that period, all sick leave granted shall be reinstated to the Employee's credit.

37.06 Sick leave credits shall not be carried over from year to year.

Article 38 SHORT TERM DISABILITY

- (a) Short Term Disability (STD) is provided to ensure income for the period between allotted sick leave and the balance of the waiting period for Long Term Disability.
- (b) During Short Term Disability the Employee will apply for Employment Insurance (EI); and
 - (i) If EI is granted, Serco will "top up" the EI earnings to 90% of the Employee's current salary; or
 - (ii) If EI is not granted, Serco will pay 90% of current salary.

In either case, the benefits paid are taxable and Employees on EI benefits are on a "break in employment".

During Short Term Disability, the Employee is guaranteed the right to return to their job.

Article 39 LONG TERM DISABILITY

- (a) Long Term Disability (LTD) commences 13 weeks after the Employee became sick. Once the Employee is on Long Term Disability, no salary “top up” is provided.
- (b) Persons receiving LTD benefits continue to be Employees of Serco and the Employer will continue to pay the Employer’s portion of applicable benefit plans. If the Employee is able to return to work, Serco will undertake to find up to two (2) positions within the company suitable to the Employee’s skills and abilities. Serco can not guarantee that these positions would be in Windsor. In the event that the positions offered are declined by the Employee, the Employee will be released from Serco’s employment.

Article 40 INJURY ON DUTY LEAVE/WORK RELATED ILLNESS LEAVE

- (a) 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 Workers’ Safety Insurance Board (WSIB), and has notified the Employer that it has certified that the Employee is unable to work because of:
 - (i) personal injury accidentally received in the performance of their duties, and not caused by the Employee’s wilful misconduct, or
 - (ii) 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 them in compensation for loss of pay resulting from, or in respect of such injury, illness, or disease.

- (b) Failure of the Employee to remit the amounts in clause Article 40 (a)(i) shall negate the Employee’s right to Injury On Duty Leave for this injury or illness, and all amounts paid under this Article shall be fully recoverable from the Employee.
- (c) While on Injury On Duty Leave the Employer will provide the Employee with the equivalent of 90% of the Employee’s regular salary for a maximum of thirteen (13) weeks.
- (d) Once the WSIB claim is approved, sick leave used while awaiting the decision shall be reinstated at 90% of the hours used.
- (e) Persons receiving WSIB benefits continue to be Employees of Serco and

the Employer will continue to pay the Employer's portion of applicable benefit plans. If the Employee is able to return to work, Serco will undertake to find up to two (2) positions within the company suitable to the Employee's skills and abilities. Serco can not guarantee that these positions would be in Windsor. In the event that the positions offered are declined by the Employee, the Employee will be released from Serco's employment.

Article 41 GRIEVANCE PROCEDURE

- 41.01 The parties agree 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.
- 41.02 Within ten (10) days of the Employee(s), the Union or the Employer becoming aware of the matter giving rise to the grievance, the parties shall serve notice of intent to commence the grievance process, including the details of the grievance, the Article(s) of the Agreement considered to have been violated and the redress requested.
- 41.03 As the first step of this grievance process, an informal meeting shall take place between the parties in the dispute at the workplace. Such meeting shall take place within five (5) days of receiving notice of intent to commence the grievance process. The Employee may have a Union Representative present at this meeting if so desired. The meeting will be held in private. Either party may declare the discussions completed.
- 41.04 If any dispute arises between:
- (a) the Employer and an Employee(s), or
 - (b) the Employer and the Union,
- concerning the interpretation, application, operation, or any alleged violation of the Agreement, and the difference cannot be resolved at the informal meeting outlined above, the Employee(s), or the Union shall have the right to file a grievance. No grievance may be filed unless an informal meeting has been held with the parties.
- 41.05 Grievances concerning the interpretation, application, operation, or any alleged violation of the Agreement must have the approval and support of the Bargaining Agent.

41.06 The Employer shall have the right to file a grievance concerning the interpretation, application, operation, or any alleged violation of the Agreement.

No grievance may be filed unless an informal meeting has been held with the parties. Either party may declare the discussions completed.

The grievance shall be submitted to the Union within ten (10) days of the conclusion of the informal meeting. The Employer's grievance shall be formally discussed with the Union for the purpose of resolution. The Union shall provide a written response to the Employer within twenty (20) days of the receipt of the above grievance. If the matter is not thus settled, then it may proceed to Arbitration.

Should the Union fail to provide a written response within twenty (20) days, without the time limit being mutually extended, the Employer may transmit the grievance to Arbitration.

41.07 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.

41.08 A grievance initiated by the Union, or a grievance concerning safety, health or harassment shall be processed at Level 2.

41.09 A grievance involving the termination of employment shall be processed at Level 2, and then may be referred directly to Arbitration if still unresolved.

41.10 If the grievance concerns harassment, the grievance shall not be heard by the person who is the subject of the grievance.

41.11 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 granted On Duty Status to attend such meetings.

41.12 When an Employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance, and the Representative of the Union wishes to discuss the grievance with that Employee, the Employee and the Representative shall be allowed reasonable time to meet during normal working hours, subject to operational requirements, and shall be granted On Duty Status to attend such meetings.

41.13 The Employer shall designate a representative at each Level of the Grievance Procedure.

Level 1

For those Employees in the Operations department, the Level 1 representative shall be the Director, Operations.

For those Employees in the Safety & Security department, the Level 1 representative shall be the Director, Safety & Security

For all other Employees, the grievance shall start at Level 2

Level 2

For all Employees, the Level 2 representative shall be the Airport Manager.

Level 3

For all Employees, the Level 3 representative shall be the President, Serco Aviation Services Inc. or their representative.

The Employer may change these designated representatives by providing formal notification to the Union and by posting the new information on the Union bulletin boards provided by the Employer.

41.14 Level 1 may be bypassed by mutual written agreement of both parties.

41.15 Level 1

Within ten (10) days of the informal meeting, 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 delivered confidentially to the Employee(s) and the Union Representative.

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 to the Employee and the Union Representative, and within twenty (20) days of the receipt of the grievance.

Level 3

If the grievance is not settled to the Grievor's satisfaction at Level 2, the Grievor may transmit the grievance to Level 3 within ten (10) days. Management shall give written response within twenty five (25) days of the receipt of the grievance.

Should the Employer fail to provide a written response at any level within the prescribed time limits above, without the time limit being mutually extended, the

Employee may transmit the grievance to the next level in the grievance procedure.

- 41.16 If the grievance is not settled to the satisfaction of the Grievor at Level 3, the Union 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 twenty-five (25) days.
- 41.17 With mutual consent, the parties may agree to attempt a resolution to the grievance with the aid of a mediator. If this process fails, the grievance may still be taken to Arbitration within twenty five (25) days of the conclusion of the mediation process.
- 41.18 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.
- 41.19 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 their Award within a reasonable period.
- 41.20 The decision of the Arbitrator shall be final and binding on both parties.
- 41.21 The Employer and the Union shall equally share the cost of the Arbitrator.
- 41.22 Employees(s) and the Union Representative(s) who are required to attend such Arbitration shall be granted On Duty Status to attend such meetings.
- 41.23 The Arbitrator shall not change, modify, or alter any of the terms of the Collective Agreement.
- 41.24 An Employee who has filed a grievance alleging that they have been the victim of discrimination or harassment may request that their employment duties be adjusted to suspend or modify contact with the alleged harasser. The Employer may adjust employment duties as appropriate to facilitate such request.

Article 42 DISCIPLINE, SUSPENSION AND DISCHARGE

- 42.01 The Employer recognizes that the purpose of discipline shall be rehabilitative rather than punitive.
- 42.02 No Employee will be disciplined, suspended or discharged without just and sufficient cause.

42.03 Suspension Pending Investigation

The Employer may suspend an Employee from duty, with pay, while conducting an investigation. The Employer undertakes to notify the Employee, in writing, of the reason for suspension within five (5) days. The Employer shall notify the Local Representative of the Union that such suspension has occurred.

42.04 Fact Finding Hearings

Prior to taking disciplinary action, the Employer will endeavour to obtain information from the Employee and other parties to determine the facts pertaining to the matter. All Employees shall be required to attend such hearings and to provide a full and accurate account of their knowledge of the matter.

42.05 Disciplinary Hearings

When an Employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning them, the Employee is entitled to have, at their request, a representative of their choice attend the meeting. The Employee shall receive a minimum of two days notice of such a meeting. The Employee shall have the right to bring one other person with them to the meeting to act as an observer.

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 Union Representative will acknowledge receipt of any such document upon Management's request.

42.06 Any record of 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, at the request of the Employee, 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, at the request of the Employee, 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 be removed from the Personnel File after forty eight (48) months, at the request of the Employee, if no further disciplinary action occurs in that period.

A Level 4 disciplinary action is dismissal.

42.07 For the purpose of this article, "days" shall mean normal business days, exclusive of weekends or Statutory Holidays.

Article 43 PROBATIONARY EMPLOYEES

43.01 All newly hired Employees shall be considered Probationary Employees.

43.02 For Airport Maintenance Specialists, the probation period is not complete until the Employee has completed a full winter season's operations or achieved six month's service, whichever is greater.

43.03 For Fire-fighters, the probation period is not complete until the Fire-fighter has completed Level 3 certification or achieved six month's service, whichever is greater.

43.04 For all other newly hired Employees the probation period shall be six (6) months.

43.05 During the probationary period the Employer will discuss and review the Probationary Employee's work performance with them on an regular basis.

Article 44 JOB CLASSIFICATION

44.01 When there is a new position created and it is decided that this position is a bargaining unit position, or an evaluation of an existing bargaining unit position is completed, and there is disagreement with the classification level assigned to the position by the Employer, the issue may be referred to Article 41 Grievance Procedure

44.02 If, during the term of this agreement, a new classification standard is established, the Employer shall, before applying rates of pay to the new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of the Employees on their movement to the new classification standard and levels.

Article 45 PERFORMANCE REVIEW AND EMPLOYEE FILES

45.01 The Employer and the Union agree that the purpose of performance review is to assess the work performance of Employees and to improve the Employee's performance by assisting in the development of their skills.

45.02 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. The Employee must also be given the opportunity to add their comments to the assessment. The Employee's signature on the form merely indicates that they have read the form and in no way shall it be considered as an indication of agreement with the assessment. A copy of the completed assessment shall be provided to the Employee at the time of presentation to the Employee.

The Employer's representative(s) who assess the Employee's performance shall have observed or been aware of the Employee's performance for at least one-half (1/2) of the period for which the Employee's performance is being evaluated.

- 45.03 No surprises should be contained in the review, and the Employer agrees that any identified deficiencies of Employees will be discussed with them during the assessment period in order to ensure that the Employee can make improvements without the need for it to be formally identified in a performance review.
- 45.04 Upon written request of an Employee, the personnel file of that Employee shall be made available at reasonable intervals for their examination in the presence of an authorized representative of the Employer, and, upon request of the Employee, a Union representative.

Article 46 STAFFING PROCEDURE

- 46.01 The Employer shall post all permanent vacancies and newly created position Windsor Airport in the bargaining unit.
- 46.02 Job opportunities will be open to all bargaining unit members.
- 46.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the final date for application.
- 46.04 The poster shall contain the following information:
- (a) the skills, qualifications, abilities and experience required for the position to be filled; and
 - (b) the salary of the position to be filled; and
 - (c) the licence(s) or certification(s) required for Trades positions.
- 46.05 The skills, qualifications, abilities, experience and any licence or certification required, which is contained in the posting, shall be fair and reasonable in relation to the position(s) to be filled.

46.06 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.

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

46.08 The Employer may consider an applicant with demonstrated abilities and experience in lieu of relevant academic qualifications. In such a case, the Employer shall so state this factor on the job posting.

The successful candidate shall have the right to return to his previous position for a period of six (6) months following appointment.

Article 47 WASH-UP TIME

47.01 The Employer shall provide wash-up time as required.

Article 48 TECHNOLOGICAL CHANGE

48.01 Definition of "technological change"

- (a) the introduction by an Employer into his 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.

48.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the employment security of Employees, the Employer shall give notice of the proposed technological change to the Union as soon as known, and in no event, at least one hundred and fifty (150) days prior to the planned implementation date.

48.03 The notice indicated in clause 48.02 shall be given in writing, and shall contain the following information:

- (a) the nature of the technological change;
- (b) the date on which the Employer proposes to implement the technological change:

- (c) the approximate number, type and location of Employees likely to be affected by the change;
- (d) the effect that the technological change is likely to have on the terms and conditions or employment security of the Employee(s) affected; and
- (e) all pertinent data related to the anticipated effects on Employees.

48.04 Once the Employer has given the Union the notice described in clause 48.02 the Employer shall, at the request of the Union, provide the Union with a statement in writing outlining the following:

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

48.05 During the notice period described in clause 48.02, the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement on solutions to the problems or implications occurring out of the technological change.

Article 49 HEALTH AND SAFETY

49.01 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.

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

49.03 To this end, the parties agree to be governed by Part Two of the Canada Labour Code, and its Regulations.

49.04 The Joint Health and Safety Committee shall be comprised of three (3) Union representatives appointed by the Union and no more than three (3) management representatives appointed by the Employer. The Union representatives shall be appointed to represent the following areas; one from Operations, one from Safety and Security and one from Administration.

Chairing of the meeting shall rotate between the Union and the Employer.

49.05 Where the Health and Safety Committee is required by the Canada Labour Code or by other portions of this collective agreement, to participate in activities, the Employer and the Union agree that at least one member of the committee from

the Union and one member from management shall participate in such activities, including but not limited to accident investigation, workplace inspections or “refusal to work” situations due to Employee concerns about the safety of the work to be performed.

- 49.06 Time spent performing the duties as a member of the Health and Safety Committee, including reasonable preparation time, shall be granted On Duty Status.
- 49.07 When an Employee exercises their right under the Canada Labour Code – Part II and refuses to perform work due to Health and Safety concerns, and the Employer disagrees, the Employer agrees that no other Employee shall be assigned the work in question that has been identified as dangerous until the Health and Safety Committee has ensured that the danger is eliminated or has determined that no danger is present. If the Health and Safety Committee fails to reach a consensus, the matter shall be referred to a Government of Canada Safety Officer for resolution.
- 49.08 If required, the Employer agrees to provide, at no cost to the Employee, appropriate transportation to the nearest physician or hospital and from there to their residence 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 injury, heart attack or other serious ailment requiring immediate medical attention.
- 49.09 If 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, the Employer shall make every reasonable effort to find alternate duties for the Employee within or outside the bargaining unit and in a manner consistent with this agreement.

Article 50 PARKING

- 50.01 The Employer agrees to provide parking to all Employees at no cost to the Employees.

Article 51 PRECEDENCE OF LEGISLATION

- 51.01 In the event that any law passed by Parliament, applying to Employees covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.



Article 52 AGREEMENT RE-OPENER

52.01 This agreement may be re-opened by mutual consent.

Article 53 DURATION OF THE AGREEMENT

53.01 This Agreement shall be in effect for a four **(4)** year period from June 1, 1999 until May 31, 2003.

Article 54 NOTICES

54.01 Whenever in this Agreement it is required or permitted that notice or demand be given or delivered by either party of this Agreement to or on the other, such notice or demand shall be in writing and will be validly given or sufficiently communicated if personally delivered or forwarded by registered mail, priority post, telegram or facsimile transmission as follows:

To the Employer at:

Serco Aviation Services Inc.
Windsor Airport
3200 County Road 42
Windsor, Ontario
N9A 6J3
Attention: Airport Manager
Facsimile: 519-969-6053

To the Union at:

Public Service Alliance of Canada
Regional Representative
480 Sovereign Road, U-11
London, Ontario
N6M 1A4
Facsimile: 519-659-1132

To the Local at:

President, UCTE Local 00012
Windsor Airport
3200 County Road 42
Windsor, Ontario
N9A 6J3
Facsimile: 519-969-8827

Such addresses may be changed from time to time by either party giving notice as above provided. If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day personally delivered or sent by facsimile transmission, or on the fifth day after it was mailed or sent by telegram, whichever is the earlier.

Appendix A DEFINITIONS

For the purpose of this Agreement:

<i>Common-law Spouse</i>	a common-law spouse relationship exists when, for a continuous period of at least one year, an Employee has lived with a person, publicly represented that person to be their spouse and continues to live with the person as if that person were their spouse.
<i>Compensatory Leave</i>	means leave with pay in lieu of cash payment for overtime or call back.
<i>Day Of Rest</i>	in relation to a full-time Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of their position other than by reason of the Employee being on leave or absent from duty without permission.
<i>Double Time</i>	means two times (2x) the Employee's normal hourly rate of pay.
<i>Employee</i>	means a person who is a member of the Bargaining Unit as described in Article 2.01.
<i>Employer</i>	means Serco Aviation Services Inc. operating at Windsor Airport.
<i>Lay Off</i>	means the termination of an Employee's Employment as a result of permanent lack of work or because of the discontinuance of a function.
<i>Leave</i>	means the authorized absence of an Employee from duty during their regularly scheduled hours of work.
<i>Local</i>	means Local 00012 of the Union of Canadian Transport Employees, PSAC.
<i>On Duty Status</i>	means the Employee shall receive payment for their normal work hours. No overtime shall be incurred as a result of granting On Duty Status.
<i>Overtime</i>	means authorized work in excess of the Employee's regularly scheduled hours of work.
<i>Spouse</i>	will, when required, be interpreted to include <i>Common-law Spouse</i> .

<i>Straight Time</i>	means the Employee's normal hourly rate of pay.
<i>Temporary Lay Off</i>	means a temporary release of an Employee due to an immediate lack of work.
<i>Time and a Half</i>	means one and one half times(1½ x) the Employee's normal hourly rate of pay.
<i>Union</i>	means The Public Service Alliance of Canada.
<i>Week</i>	means the period of time commencing at 00:01 hours on Sunday and ending at 24:00 hours on Saturday.

Appendix B APPROVED CLOTHING LIST

Effective August 9, 1999

This clothing list has been compiled by the Local Union - Management Committee, and may be amended by mutual consent, if the need arises.

This list will be provided for Employee's to use as a guide to replace worn and or damaged clothing. Employee's will choose the colours recommended by the Employer, that being Dark Blue (navy) for pants, coveralls, jackets, etc. Shirts may be dark or light coloured blue.

Identification badges, logo's, crests etc. will be supplied by the Employer and attached at no cost to the Employee and will not be deducted from the Employee's clothing allowance.

Clothing issued by the Employer, that carries the name and or logo of **Serco** and or **Windsor Airport** will be worn only when at work, on duty, or on travel to work from home or travel from home to work.

Upon ending employment with Serco, all clothing issued under this agreement and currently in use by the Employee, will be returned to the Employer. Before discarding worn or damaged clothing, badges, crests and other removable identification markings will be removed and returned to the Employer.

Probationary/Seasonal Employees Initial Issue

Probationary and Seasonal Employees will be issued the following.

Summer Seasonal

2 Pair pants (long or short)

2 Shirts of Employee's choice (from list)

Safety work shoes / boots

Shop coat

Rain suit

Winter Seasonal

2 Pair long pants

2 Shirts of Employee's choice (from list)

Safety work shoes / boots

Insulated Coveralls

Winter coat

Winter gloves

Full Initial Issue

After successfully completing the required probationary period, Employees will be issued an appropriate allowance to supplement their Probationary Initial Issue to provide the following;

Work pants	2 pairs
Work shirts	2 pairs
Rubber boots	1 pair
Safety work shoes/boots	1 pair (max. \$100.00)
Lightjacket	1
Hat	1
Gloves	1 pair
Sunglasses	1 pair
Coveralls	1 pair
Winter Jacket	1
Reflective rain suit	1
Shop coat	1
<u>Fire Fighters only</u>	
Sweat pants	1 pair
Running shoes	1 pair (Max \$40.00)

Approved Replacement List

The following list has been agreed upon (*July 1999*) as acceptable clothing to purchase with the provided allowance. Only items on the following list will be eligible under this agreement.

Work pants	Long or Short
Work shirts	Long or Short Sleeved, T shirt, Polo or Golf style all acceptable
Rubber boots	
Winter Parka	
Safety work shoes/boots	Max. \$100.00
Jacket	Light or Winter
Hat	Ball cap, Tilley or Toque
Gloves	Work or Winter
Sunglasses	
Coveralls	Regular or Insulated
Sweater, Sweat Shirt, Pull Over, Hooded Pull Over	
Reflective Rain Suit	
Winter Vest	
Shop Coat	
<u>Fire Fighters only</u>	
Sweat pants	
Running shoes	Max \$40.00

Appendix C RATES OF PAY

Notes:

For the purpose of pay levels, continuous service is defined as:

- (a) the length of continuous service with the Employer for Employees hired subsequent to December 31, 1998; or
- (b) the length of continuous service with the Employer and the Federal Government for former Government of Canada Employees who joined Serco Aviation Services Inc. - Windsor Airport on December 31, 1998.

excluding periods of Leave Without Pay unless otherwise specified in this Agreement.

Management & Administration

Officer		Level 1	Level 2	Level 3
Effective June 1, 1999	Annual Salary	33,000	34,000	35,000
	Hourly Rate	\$16.87	\$17.38	\$17.89
Effective June 1, 2000	Annual Salary	33,660	34,680	35,700
	Hourly Rate	\$17.21	\$17.73	\$18.25
Effective June ■ 2001	Annual Salary	34,333	35,374	36,414
	Hourly Rate	\$17.55	\$18.08	\$18.62
Effective June ■ 2002	Annual Salary	35,020	36,081	37,142
	Hourly Rate	\$17.90	\$18.45	\$18.99

- Level 1 Employee rate from initial hire until the day before the second anniversary of continuous service.
- Level 2 Employee rate from the second anniversary of continuous service until the day preceding the fourth anniversary of continuous service.
- Level 3 Employee rate commencing on the fourth anniversary of continuous service.

Senior Officer

Effective June 1, 1999	Annual Salary	44,000
	Hourly Rate	\$22.49
Effective June 1, 2000	Annual Salary	44,880
	Hourly Rate	\$22.94
Effective June 1, 2001	Annual Salary	45,778
	Hourly Rate	\$23.40
Effective June 1, 2002	Annual Salary	46,693
	Hourly Rate	\$23.87

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Safety & Security

<u>Fire Fighter Trainee</u>		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Effective June 1, 1999	Annual Salary	29,750	34,000	38,250
	Hourly Rate	\$13.58	\$15.52	\$17.46
Effective June 1, 2000	Annual Salary	30,345	34,680	39,015
	Hourly Rate	\$13.85	\$15.83	\$17.81
Effective June 1, 2001	Annual Salary	30,952	35,374	39,795
	Hourly Rate	\$14.13	\$16.15	\$18.16
Effective June 1, 2002	Annual Salary	31,571	36,081	40,591
	Hourly Rate	\$14.41	\$16.47	\$18.53

Notes:

Levels depend on the successful completion of the training requirements in Appendix D Training Criteria.

<u>Airport Fire Fighter</u>		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Effective June 1, 1999	Annual Salary	42,500	44,000	46,000
	Hourly Rate	\$19.40	\$20.08	\$20.99
Effective June 1, 2000	Annual Salary	43,350	44,880	46,920
	Hourly Rate	\$19.79	\$20.48	\$21.41
Effective June 1, 2001	Annual Salary	44,217	45,778	47,858
	Hourly Rate	\$20.18	\$20.89	\$21.84
Effective June 1, 2002	Annual Salary	45,101	46,693	48,816
	Hourly Rate	\$20.58	\$21.31	\$22.28

Notes:

- Level 1 Employee rate from initial status of fully certified Airport Fire Fighter able to stand shifts without supervision until the day before the second anniversary of continuous service.
- Level 2 Employee rate from the second anniversary of continuous service as a Level 1 Airport Fire Fighter until the day before the fourth anniversary of continuous service.
- Level 3 Employee rate commencing on the fourth anniversary of continuous service as a Level 1 Airport Fire Fighter.

Assistant Director

Effective June 1, 1999	Annual Salary	48,300
	Hourly Rate	\$22.04

Effective June 1, 2000	Annual Salary	49,266
	Hourly Rate	\$22.49

Effective June 1, 2001	Annual Salary	50,251
	Hourly Rate	\$22.94

Effective June 1, 2002	Annual Salary	51,256
	Hourly Rate	\$23.39

Operations

Student/General Labourer

Effective June 1, 1999	Annual Salary	21,000
	Hourly Rate	\$10.74
Effective June 1, 2000	Annual Salary	21,630
	Hourly Rate	\$11.06
Effective June 1, 2001	Annual Salary	22,279
	Hourly Rate	\$11.39
Effective June 1, 2002	Annual Salary	22,947
	Hourly Rate	\$11.73

AMS Trainee & Winter Snow Crew

Effective June 1, 1999	Annual Salary	24,000
	Hourly Rate	\$12.27

Effective June 1, 2000	Annual Salary	24,720
	Hourly Rate	\$12.64

Effective June 1, 2001	Annual Salary	25,462
	Hourly Rate	\$13.02

Effective June 1, 2002	Annual Salary	26,225
	Hourly Rate	\$13.41

Airport Maintenance Specialists

		<u>Certified</u>	<u>Advanced</u>	<u>Supervisor</u>
Effective June 1, 1999	Annual Salary	28,500	31,600	34,600
	Hourly Rate	\$14.57	\$16.16	\$17.69
Effective June 1, 2000	Annual Salary	29,355	32,548	35,638
	Hourly Rate	\$15.01	\$16.64	\$18.22
Effective June 1, 2001	Annual Salary	30,236	33,524	36,707
	Hourly Rate	\$15.46	\$17.14	\$18.77
Effective June 1, 2002	Annual Salary	31,143	34,530	37,808
	Hourly Rate	\$15.92	\$17.65	\$19.33

Notes:

AMS – Certified

This level requires a minimum of six months experience, including at least three months during the snow removal season, plus successful completion of the training requirements in Appendix D Training Criteria.

AMS – Advanced

All Certified AMS hired after the date of signing shall require a minimum of two years experience, including at least two snow removal seasons, a Personal Appraisal rating of Satisfactory or better in each of the past two years and successful completion of the training requirements in Appendix D Training Criteria.

AMS - Supervisor

This level is charged with supervision of AMS crews. Normally, the AMS Supervisor is expected to reach the Advanced level prior to qualifying for this position.

Building Superintendent

Effective June 1, 1999	Annual Salary	37,000
	Hourly Rate	\$18.92

Effective June 1, 2000	Annual Salary	37,740
	Hourly Rate	\$19.29

Effective June 1, 2001	Annual Salary	38,495
	Hourly Rate	\$19.68

Effective June 1, 2002	Annual Salary	39,265
	Hourly Rate	\$20.07


Appendix D TRAINING CRITERIA

Fire Fighter Trainee

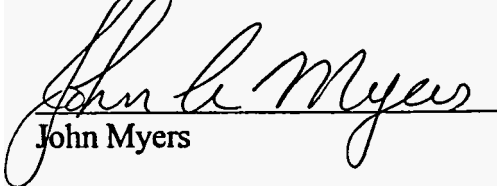
- Level 1 Employee rate from initial hire until successful completion of Certification Level 2.
- Level 2 Employee rate commencing the day following the successful completion of Certification Level 2 until the successful completion of Certification Level 3.
- Level 3 Employee rate commencing the day following the successful completion of Certification Level 3 while standing dual shifts under the supervision of an Airport Fire Fighter.
- AMS – Certified Passing of the following twelve Training Modules:
- e Airport Orientation
 - e Safety & Records
 - e Radio Communication
 - e Truck Operation
 - e Plough Operation
 - e Sweeper Operation
 - e Foreign Object Debris Control
 - e Emergency Services
 - e Tractors, Mowers, Rollers, Trenchers, Backhoes
 - e Pollution Control and Environmental Protection
 - e Equipment – Material Operating Principles & Safety – Vol. 1
 - e Equipment – Material Operating Principles & Safety – Vol. 1

Signed at Windsor, this 23rd day of the month of October 1999.

Serco Aviation Services Inc.

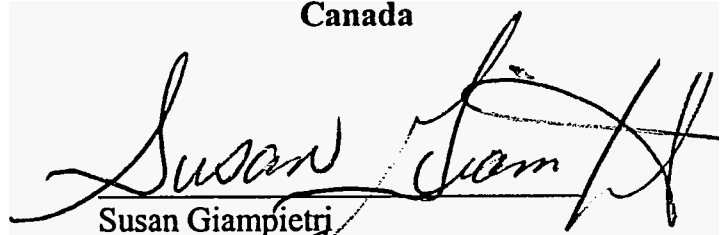


Alan Graham




John Myers


**The Public Service Alliance of
Canada**



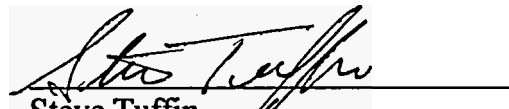
Susan Giampietri



Art Curtis



Wayne Elliot



Steve Tuffin



Richard Laframboise


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