

COLLECTIVE AGREEMENT

BETWEEN

YOUR QUICK GATEWAY (WINDSOR) INC.

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

Effective on the date of ratification through June 30, 2012

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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 negotiating 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.

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 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.

- 3.02 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. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deductions from subsequent salary.
- 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, provided the employee has sufficient earnings to pay for the deductions.
- 4.04 No Union, other than the Public Service Alliance of Canada, shall be permitted to have membership dues and/or other monies deduction 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:
- i) in cases of emergency; or
 - ii) when no qualified Employees covered by this Agreement are readily available to perform the duties; or
 - iii) 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. This clause does not apply to employees working in an essential capacity.

Article 7 JOINT CONSULTATION

- 7.01 The parties acknowledge that 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 the formation of a Union-Management Committee consisting of up to four (4) persons. The Employer and the Union will each designate up to two (2) persons for this committee. The Union-Management Committee will meet at least on a quarterly basis.
- 7.04 The Union-Management Committee will have no authority to amend or alter the collective agreement except as specifically identified within this Agreement.
- 7.05 Subject to budgetary restraints, the Employer agrees to provide the costs of one training course (up to three days) for all the members of the Union-Management Committee each year. Topics and training providers may be proposed by either the Union or Management committee members. If more than one topic is proposed, the final selection will be made by majority vote of the Union Management Committee.

The total cost of this training, including fees and all travel costs, shall not exceed \$3,000 per year without the express written consent of the Employer.

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. The parties agree to share the cost of printing the agreement.
- 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 Employee's handbook 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.
- 9.07 The Employer agrees to provide the Public Service Alliance of Canada with a daily exit pass for the airport parking lot when a PSAC representative meets with Employees.

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 of the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of the President & CEO or another member of Management 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. Under no circumstances will overtime be paid to an Employee for any time spent in collective bargaining.
- 10.07 Within six (6) months of the expiry of this agreement, subject to operational requirements, the Employer agrees to grant On Duty Status to two (2) Employees for the purpose of attending union pre-negotiation meetings for the renewal or extension of this agreement. No more than eight (8) hours at the Employee's regular wage rate shall be granted for this purpose.
- 10.08 In the event of a re-opening of this agreement, the Employer agrees to grant On Duty Status to two (2) Employees for the purpose of attending union pre-negotiation meetings for the re-opening of this agreement. No more than eight (8) hours at the Employee's regular wage rate shall be granted for this purpose.
- 10.09 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.

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Article 11 DISCRIMINATION

- 11.01 The Employer, the Union, and the employees confirm that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation, and conviction for which a pardon has been granted.
- 11.02 The provisions of the agreement shall be interpreted and applied in a manner consistent with the Canadian Human Rights Act and with the Employer'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 practiced with respect to an Employee by reason of activity in the Union.
- 11.04 In the event of a grievance under this Article, an arbitrator shall have the jurisdiction to hear the grievance and have the remedial powers as set out in Section 53 of the Canadian Human Rights Act.

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, Part-time Employees shall not be entitled to benefits unless they work at least twenty-five (25) hours a week on a continual basis, in which case they shall be entitled to benefits unless their standard work week is reduced to less than twenty-five (25) hours for a period of two months or more.
- 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 the Employer. 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 regardless of the length of appointment involved;
- (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 the Employer. 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.

Under the terms of 12.04, the Employee becomes eligible for coverage under the sick leave provisions as outlined in Article 38 Sick Leave With Pay and is eligible for participation in all benefit plans if the term of Casual Employment extends beyond twelve (12) months of continuous service.

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) Rotating Shift Schedule
 - (i) This schedule applies to employees in the classifications of Airport Maintenance Specialist, Airport Operations Specialist, Work Coordinator, Manager of Operations and Manager of Safety and Security.
 - (ii) Work for employees on a Rotating Shift Schedule is normally performed on a two shift operation between the hours of 0500 and 2359, seven days per week as follows:

Airport Maintenance Specialist, Airport Operations Specialist, Work Coordinator

Day Shift -	0500 to 1500
Afternoon Shift -	1400 to 2359

Manager of Operations, Manager of Safety and Security

Day Shift - 0700 to 1700

In the event the Employer requires the normal hours of work to be changed on a temporary or permanent basis, the Union and the affected employees will be provided with at least seven (7) calendar days notice of such change.

The hours of work for the Employees working on a Rotating Shift Schedule shall be five (5) days on, four (4) days off. The shifts shall be ten (10) hours per day, inclusive of a 30 minute unpaid meal break. (Employees will receive 9.5 hours pay per full day worked.) The specific work schedule for employees working on a Rotating Shift Schedule is set out in Appendix "E" to this Collective Agreement. This schedule rotates over a nine (9) week period. During each nine (9) week period, Employees will be scheduled to work 35 days and will be scheduled off for 28 days. The average weekly scheduled hours will be 37.2.

The Employer and the Union confirm that the wording in the Collective Agreement with respect to Employees working on the nine (9) week shift cycle constitutes a "Modified Work Schedule" as prescribed in paragraph 170 of the Canada Labour Code and also agree to execute a written agreement for the Modified Work Schedule in accordance with Schedule III of Regulation 986.

- (b) 37.5 Hour/Week Employee Standard Schedule
 - (i) This schedule applies to the Manager of Finance and Administrator classifications.
- (c) Timely consultation with the Union shall take place prior to changes to the length of shift.

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 three (3) months.
 - (d) The rotating shift schedule shall be posted in the Combined Service Building 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 seven (7) calendar days in advance of the implementation of the new schedule.

13.04 Subject to the Employer's written approval, Employees may exchange shifts if there is no extra overall cost to the Employer, and provided the employees switching shifts are able to fully perform all of the required duties of the position.

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(1) additional one-half (1/2) hour at the applicable rate of pay. For the purposes of this clause, normal meal period shall be between three and five hours from the start of a shift.

13.06 Rest Periods

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

minute rest period for each full two (2) hour period worked beyond ten (10) hours.

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.

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.

This clause does not apply when pay rates and classifications are changed as a result of collective bargaining.

- 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 six 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 for their original position that may occur during the six (6) month period 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 minimum 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.

Notwithstanding the above, any new training requirements regulated by Transport Canada (or any other legislative or governmental body having jurisdiction) for Operations personnel shall become part of the Certified training level.

- 14.09 An Employee appointed or reclassified to a position, other than a higher rated position, shall retain their incremental rate.

- 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 six (6) 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 six (6) 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 come into effect 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 three (3) consecutive working days 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. The Employer will not abuse this provision. **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 if the higher classified position also has increments.
- 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 and unearned sick leave taken by the Employee.
- 14.16 The Employer pays Employees an annual salary. For some pay purposes, such **as** overtime, a derived Hourly Rate of pay is required. 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 37.2 hours / week, the annual salary for their position divided by 1938.
- 14.17 Except as provided for in Article 18.03, there shall be no pyramiding of any premiums paid pursuant to this Agreement.

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 for Employees working on the 37.5 Hour Employee Standard Schedule shall be compensated at time and a half. Any further overtime worked during the same period of consecutive days of rest shall be compensated at double time.
- 15.03 On days of rest, the first ten (10) hours of overtime for Employees working on the Rotating Shift Schedule shall be compensated at time and a half. Any further overtime worked during the same period of consecutive days of rest shall be compensated at double time.

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 seventeen dollars (\$17.00), except where a free meal is provided.
- 16.02 An Employee who works overtime continuously beyond the period provided in 16.01 shall be reimbursed for one (1) additional meal in the amount of seventeen dollars (\$17.00) 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 ten (10) hours pay at the applicable overtime rate in a ten (10) 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 \$0.42 per kilometer for travel to and from work under this article to a maximum of \$50.00 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 report for work shall be paid, in addition to the standby pay, compensation in accordance with Article 17 Call Back Pay.

Article 19 NOTICES

19.01 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:

Your Quick Gateway (Windsor) Inc.
Windsor Airport
Unit # 200 3200 County Road 42
Windsor, Ontario Canada
N8V 0A1
Attention: President & CEO
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
Unit # 200 3200 County Road 42
Windsor, Ontario Canada
N8V 0A1
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 sent 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.

Article 20 LAYOFFS AND RECALL

20.01 In the event that an Employee's job function is discontinued, the Employer shall make 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.

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, or fails to report for work upon the expiration of any leave of absence, 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.
- (d) if an Employee works at other employment, including self-employment, during a leave of absence granted pursuant to any of Articles 31, 32, 33, 34, 35, 38, 39, 40 and 41 without permission.
- (e) if an employee works at other employment (including self-employment) without permission that places the employee in a conflict of interest.

Article 22 SEVERANCE PAY

22.01 An Employee must have completed at least 12 months of continuous employment, after the expiry of the probationary period, including authorized absences, to qualify for severance pay, except as otherwise prescribed in the Canada Labour Code.

22.02 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 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.

Notwithstanding the foregoing, current employees as of the date of ratification will be entitled to receive severance pay on retirement provided they are employed continuously until their respective retirement dates.

22.03 For the purpose of this article, excluding clause 22.02, "years of employment" shall only include time employed with the Employer.

Article 23 REGISTRATION & PROFESSIONAL FEES

- 23.01 The Employer shall reimburse an Employee for their payment of membership, trades or other occupational certification or registration fees to an organization or governing body when the payment of such fees is a requirement of the performance of the duties of their position, excluding standard operators' license, birth certificate/passport, as determined by the Employer.
- 23.02 Notwithstanding Article 23.01, for all Employees who must possess a professional level of driver's license as required by the Employer, the Employer will reimburse the difference between a standard operators' license and the professional level license.
- 23.03 The Employer will not be responsible for paying for replacement cards, if lost, stolen or damaged.

Article 24 TRAVEL AND ACCOMMODATION

- 24.01 Employees travelling for the purpose of conduct 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 \$0.42 per kilometer 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 shall maintain the Benefit 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 the twelve (12) months from the date the Employee received the Full Initial Issue.

- 26.07 Each eligible Employee shall be allowed a maximum of \$350.00 per year Annual Clothing Allowance if and only if the Employer does not provide the employees with uniforms. Affected employees will be consulted regarding uniform selection prior to the Employer purchasing uniforms. This allowance may only be used to replace or augment the Employee's work clothing and safety footwear, as applicable. Replacement items must conform to the Approved Replacement Items List created by the Union Management Committee. In the event the Employer provides employees with Uniforms the allowance is reduced to \$125.00 per year for approved safety footwear.
- 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 the Employer of requested items.
- 26.11 Clothing and safety footwear supplied under this program remain the property of the Employer, 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 The Employer agrees to provide, at no cost to the Employee, the tools the Employer deems necessary to perform the duties of the position.
- 26.14 Once the standard uniform is established, the appropriate items will be added to the Approved Clothing List (Appendix B).
- 26.15 The Employer will provide the clothing items, or allowances for items, listed in the Approved Clothing List (Appendix B).
- (a) all tools and clothing items, whether purchased by the Employer or the Employee, shall meet appropriate standards;
 - (b) replacement cycles will be from date of initial issue;
 - (c) replacements will be made as per the replacement cycles outlined in Appendix B;

- (d) initial fitting is the responsibility of the Employer;
- (e) the Employer will determine the practice for the cleaning of coveralls and winter parkas;
- (f) any additional clothing or protective equipment deemed necessary by the Employer will be supplied by the Employer.

26.16 All office staff will have access to an “office smock” if they request. Office staff will be reimbursed for dry cleaning to clean personal work clothing soiled as a result of an extraordinary event in the workplace. Such reimbursement must be pre-approved by the Employer once the Employee has provided a satisfactory explanation of the extraordinary event that soiled the clothing.

Article 27 LEAVE - GENERAL

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

Article 28 DESIGNATED PAID HOLIDAYS

28.01 The following days shall be designated paid holidays for Employees:

New Year’s Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday (the first Monday in August)
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day.

28.02 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.

- 28.03 When a day designated as a holiday or holidays under clause 28.01 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.
- 28.04 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.
- 28.05 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.
- 28.06 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.
- 28.07 Subject to reasonable operational requirements, the Employer shall not schedule Employees to work both December 25 and January 1 in the same holiday season.
- 28.08 For the purpose of this article, a day shall be the normally scheduled daily hours of work for an Employee.
- 28.09 In recognition of the diversity of persons within the workplace, and in order to accommodate the various needs of all Employees, subject to reasonable operational requirements, the Employer agrees that any Employee may substitute any of their religious holy days for the days listed in clause 28.01. The initial request must be made in writing at least ten (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 until the month in which the anniversary of the Employee's third year of continuous service occurs; then
 - (b) Three (3) weeks per year until the month in which the anniversary of the Employee's eighth year of continuous service occurs; then

- (c) Four (4) weeks per year until the month in which the anniversary of the Employee's seventeenth (17th) year of continuous service occurs;
- (d) Five (5) weeks per year until the month in which the anniversary of the Employee's twenty-seventh (27th) year of continuous service occurs;
- (e) Six (6) weeks per year thereafter for Employees hired on or before January 1, 2009.

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.

29.05 Subject to 29.11, Employees must take their vacation leave in the year in which it is earned.

29.06 Subject to reasonable operational requirements, the Employer shall make every reasonable effort not to recall an Employee to duty after the Employee has proceeded on vacation leave.

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 Operations Staff, a maximum combination of two (2) weeks' Vacation Leave and Banked Time 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 Operations Staff 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. Such amounts shall be identified by the Employee to the Employer when the employee is requested to work or at least the fact that such amounts may be claimed if the employee has to return to work.

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 A part-time Employee will receive vacation pay at a rate of 4% paid to the Employee in their pay cycle.
- 29.17 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.
- 29.18 The Employee shall normally give thirty (30) days notice for vacation leave requested.

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 Subject to reasonable operational requirements, the Employer will grant Leave Without Pay for one Employee representing the Union before an Arbitration Board.
- 30.03 Subject to reasonable operational requirements, 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 Subject to reasonable operational requirements, 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 FAMILY LEAVE WITHOUT PAY

- 31.01 The Employer will grant employees compassionate care leave in conjunction with the provisions of section 206.3 of the Canada Labour Code. In the event the provisions of Section 206.3 are repealed or the benefits set out in that section are reduced, the Employer will continue to grant compassionate care leave in accordance with the current provisions of section 206.3 of the Canada Labour Code.

Article 32 COURT LEAVE

- 32.01 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

- 33.01 For the purpose of this clause, "immediate family" is defined as an Employee's Spouse, or common law partner, father-in-law, mother-in-law, Child, Step-Child or Ward, Parent, Brother, Sister, Grandparent, Grandchild, Son in Law, Daughter in Law or the Child, Parent, Brother, Sister, Grandparent of the Employee's spouse or common law partner or other relative permanently residing in the Employee's household, or with whom the Employee permanently resides, if the Employer is provided written notice of residency at least one year before death.
- 33.02 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. Such leave shall normally include the day of the funeral.
- 33.03 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

- 34.01 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.
- 34.02 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.
- 34.03 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.
- 34.04 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 PARENTAL LEAVE WITHOUT PAY

- 35.01 The Employee shall be granted Leave Without Pay for the period as required by the statutory requirements of the Canada Labour Code, related to Parental Leave.

Article 36 MATERNITY ALLOWANCE

- 36.01 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.

36.02 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.

36.03 Failure of the Employee to remit the amounts in 36.01(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.

36.04 Should the Employee fail to return to work in accordance with 36.01(c)(ii), 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.

36.05 Should the Employee return to work but fail to work the total number of hours as specified in 36.01(c)(iii), 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 37 LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

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

Article 38 SICK LEAVE WITH PAY

38.01 An Employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) for each calendar month for which the Employee received pay for at least ten (10) days. A maximum of five (5) days may be used for personal needs or family reasons as prescribed in Section 206.3 of the Canada Labour Code.

Effective January 1, 2011, the foregoing paragraph is no longer effective and an employee shall earn sick leave credits at the rate of three quarters of a day (.75) for each calendar month for which the Employee received pay for at least ten (10) days. A maximum of five (5) of these days may be used for personal needs or family reasons as prescribed in Section 206.3 of the Canada Labour Code. Employees will be able to accumulate unused sick days at the end of each calendar year to be used to bridge to EI sick benefit, or LTD, whichever is applicable. Seniority employees will be permitted to accumulate up to 520 hours. Seniority employees will be permitted to carryover any unused sick leave credits as of December 31, 2010 on a one-time basis, There will be no payout of unused accumulated sick days in any circumstance.

38.02 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 complete the statement provided by the Employer as contained within the Leave Application and Absence Report form; and
- (c) they have the necessary sick leave credits.

38.03 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 38.02 if the period covered does not exceed three (3) days. The Employer will pay up to \$25 for the cost of such note.

38.04 If the period of sick leave exceeds three (3) days, the Employee must submit proof of illness or injury (such as doctor's note, certificate) upon return to work. The Employer will pay up to \$25 for the cost of such note.

38.05 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.

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

Article 39 SHORT TERM DISABILITY

39.01 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.

- 39.02 During Short Term Disability, the Employee shall provide the Employer with written notice that the Employee has applied for and is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act in respect of insurable employment with the Employer.
- 39.03 During Short Term Disability, the Employee is guaranteed the right to return to their job.
- 39.04 Short Term Disability shall last no more than 13 weeks, except under a Return To Work scenario in section 39.06. During this 13 week period, the Employee may choose to substitute earned annual leave, banked time, lieu days, sick leave credits or other earned time off for an equivalent period of Short Term Disability. Such time may only be used at the beginning of this period and may not be used after the Employee has applied for EI benefits. No such combination of earned time off and Short Term Disability shall exceed the 13 weeks period for STD.
- 39.05 During this Short Term Disability period, whether or not the employee has used any earned time during this period, leave provisions, benefit schedules and pension payments shall be made as if the Employee was earning full salary.
- 39.06 Where an Employee is returning to work after being absent because of illness or injury and where the Return To Work Program has approved such a return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Disability shall continue. Such trial period must be approved during the period the Employee is receiving Short Term Disability benefits; however the end of the trial period can go beyond the original Short Term Disability benefit period.

Article 40 LONG TERM DISABILITY

- 40.01 Long Term Disability (LTD) commences 13 weeks after the Employee became sick.
- 40.02 Persons receiving LTD benefits continue to be Employees and the Employer will continue to pay the Employer's portion of applicable benefit plans.
- 40.03 Where the Employer receives information from the Employee's physician that the Employee is expected to be able to return to work within three months of going on Long Term Disability and will be able to resume their regular duties, the Employer shall allow the Employee to return to their regular position within this three month period.
- 40.04 The current Long Term Disability Plan shall be maintained subject to such changes which may be agreed from time to time between the parties to this agreement.

Article 41 INJURY ON DUTY LEAVE / WORK RELATED ILLNESS LEAVE

41.01 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:

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

if the Employee agrees to remit to the Employer any amount received by them in compensation for loss of pay resulting from, or in respect of such injury, illness or disease.

41.02 Failure of the Employee to remit the amounts in clause 41.01 shall negate the Employee's right to Injury On Duty Leave for his injury or illness, and all amounts paid under this Article shall be fully recoverable from the Employee.

41.03 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.

41.04 Once the WSIB claim is approved, sick leave used while awaiting the decision shall be reinstated at 90% of the hours used.

41.05 Persons receiving WSIB benefits continue to be Employees of the Employer and the Employer will continue to pay the Employer's portion of applicable benefit plans. If the Employee is able to return to work, the Employer will undertake to find a position within the facility suitable to the Employee's skills and abilities. In the event that the position offered is declined by the Employee, the Employee will be released from employment, provided that such release is in accordance with the Workplace Safety and Insurance Act.

Article 42 GRIEVANCE PROCEDURE

42.01 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.

42.02 Within fifteen (15) 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.

42.03 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 eight (8) 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.

42.04 If any dispute arising 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.

42.05 Grievances concerning the interpretation, application, operation, or any alleged violation of the Agreement must have the approval and support of the Bargaining Agent.

42.06 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 fifteen (15) 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-five (25) 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-five (25) days, without the time limit being mutually extended, the Employer may transmit the grievance to Arbitration.

- 42.07 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.
- 42.08 A grievance initiated by the Union, or a grievance concerning safety, health or harassment shall be processed at Level 2.
- 42.09 A grievance involving the termination of employment shall be processed at Level 2, and then may be referred directly to Arbitration if still unresolved.
- 42.10 If the grievance concerns harassment, the grievance shall not be heard by the person who is the subject of the grievance.
- 42.11 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.
- 42.12 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.
- 42.13 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 or designate.

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

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

Level 2

For all Employees, the Level 2 representative shall be the President & CEO or their representative.

Level 3

For all Employees, the Level 3 representative shall be the President & CEO 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.

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

42.15 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.

42.16 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 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.

42.17 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.

- 42.18 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.
- 42.19 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.
- 42.20 The decision of the Arbitrator shall be final and binding on both parties.
- 42.21 The Employer and the Union shall equally share the cost of the Arbitrator.
- 42.22 Employee(s) and the Union Representative(s) who are required to attend such Arbitration shall be granted On Duty Status to attend such meetings.
- 42.23 The Arbitrator shall not change, modify, or alter any of the terms of the Collective Agreement.
- 42.24 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 43 DISCIPLINE, SUSPENSION AND DISCHARGE

- 43.01 The Employer recognizes that the purpose of discipline shall be rehabilitative rather than punitive.
- 43.02 No Employee will be disciplined, suspended or discharged without just and sufficient cause.
- 43.03 Suspension Pending Investigation

The Employer may suspend an Employee from duty, with pay, while conduct 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.

43.04 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.

43.05 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 that has not previously been provided to the Employee or the Union. The Employee or the Union Representative will acknowledge receipt of any such document upon Management's request.

43.06 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.

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

Article 44 PROBATIONARY EMPLOYEES

- 44.01 All newly hired Employees shall be considered Probationary Employees.
- 44.02 For Operations staff, 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.
- 44.03 For all other newly hired Employees the probation period shall be six (6) months.
- 44.04 During the probationary period the Employer will discuss and review the Probationary Employee's work performance with them on a regular basis.

Article 45 JOB CLASSIFICATION

- 45.01 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 42 Grievance Procedure.
- 45.02 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 46 PERFORMANCE REVIEW AND EMPLOYEE FILES

- 46.01 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.
- 46.02 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.

- 46.03 The Employer will advise ~~an~~ Employee of any identified performance deficiencies during the assessment period in order to ensure that the Employee can make improvements.
- 46.04 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 47 STAFFING PROCEDURE

- 47.01 The Employer shall post all permanent bargaining unit vacancies and newly created bargaining unit positions at Windsor International Airport.
- 47.02 Job opportunities will be open to all bargaining unit members.
- 47.03 The postings shall be for a minimum of fourteen (14) calendar days, and the posting shall indicate the final date for application.
- 47.04 The posting 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.
- 47.05 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.
- 47.06 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.
- 47.07 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.

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

The successful candidate shall have the right to return to his/her previous position for a period of three (3) months following appointment.

47.09 All employees hired following ratification of this Agreement shall maintain a level of physical fitness suitable to the requirements of the position. All future employees in the AOS classification will participate in an annual physical fitness test based upon job related tasks.

Article 48 WASH-UP TIME

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

Article 49 TECHNOLOGICAL CHANGE

49.01 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.

49.02 Whenever the Employer proposes to affect 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.

49.03 The notice indicated in clause 49.02 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.
- 49.04 Once the Employer has given the Union the notice described in clause 49.02 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.
- 49.05 During the notice period described in clause 49.02, 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 50 HEALTH AND SAFETY

- 50.01 The Union, in cooperation with the Employer, will encourage Employees to work in a safe manner and will promote a safe and healthy work environment.
- 50.02 Employees are responsible for taking the necessary measures to ensure their health, safety, and physical well being.
- 50.03 To this end, the parties agree to be governed by ~~Part~~ Two of the Canada Labour Code, and its Regulations.
- 50.04 The Joint Health and Safety Committee shall be comprised of no more than 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 or Airport Development.

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

- 50.05 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.
- 50.06 Time spent performing the duties as a member of the Health and Safety Committee, including reasonable preparation time, shall be granted On **Duty** Status.
- 50.07 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.
- 50.08 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 some serious ailment requiring immediate medical attention.
- 50.09 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.
- 50.10 Subject to budgetary restraints, within the first two years of the Agreement the Employer will provide all members of the Health & Safety Committee with training equivalent to the Worker’s Health & Safety Centre’s Level 1 certification.

Subject to budgetary restraints, within the following two years of the Agreement the Employer will provide all members of the Health & Safety Committee with training equivalent to the Worker’s Health & Safety Centre’s Level 2 certification.

The total cost of this training, including fees and all travel costs, shall not exceed \$3,000.00 per year without the express written consent of the Employer.

Article 51 PARKING

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

Article 52 PRECEDENCE OF LEGISLATION

52.01 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 53 AGREEMENT RE-OPENER

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

Article 54 DURATION OF THE AGREEMENT

54.01 This Agreement shall be in effect until June 30, 2012. It shall not be retroactive unless specifically provided.

LETTER OF MEMBERS REQUESTING PENSION

During 2009/ 2010 collective bargaining, the Employer and the Union had extensive discussions regarding the current defined benefit pension plan with Standard Life. The parties discussed the issues that arise with the valuation and solvency of this plan given the fact that there are just a few members.

The parties discussed their mutual desire that the employees be permitted to join the Ontario Municipal Employees Retirement Saving Plan ("OMERS"). Accordingly, the Employer has made application to OMERS to determine if the YQG employees can become members of the plan. While the Employer has received a generally positive response from OMERS regarding the eligibility of YQG employees to become OMERS members, there is still much leg work, application and actuarial valuations to be done. As well, upon receipt of this information, the Employer will have to make a determination of what amount will be required by way of a cash infusion to make the members accounts solvent and whether it can pay this amount.

Following ratification of this collective agreement, and on the condition that the Union confirms in writing that it wishes to switch to OMERS, the Employer will continue to take steps to assess the cost and viability of moving to the OMERS plan, including having one or more actuarial valuations performed. Upon receipt of this information, the Employer and the Union will meet to review this information and have meaningful discussions regarding the possibility of joining OMERS. In this regard, the Union agrees that the initial enrolment date could commence as early as January 1, 2010 in order to minimize the number of actuarial valuations that may be required.

APPENDIX A

DEFINITIONS

For the purposes 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 Your Quick Gateway (Windsor) Inc.
<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 ($1 \frac{1}{2} \times$) 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

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 Employees to use as a guide to replace worn and or damaged clothing.

Identification badges, logos, 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 the Employer will be worn only when at work, on duty, or on travel to work from home to travel from home to work.

Upon ending employment, 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, crest 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 Probationary/Seasonal	Winter Probationary/Seasonal
2 Pair pants (long or short)	2 Pair long pants
2 T-Shirts of Employer's choice	2 Shirts of Employer's choice
Safety work shoes or boots (to be supplied by Seasonal Employee, which is satisfactory to the Employer)	Safety work shoes or boots (to be supplied by Seasonal Employee, which is satisfactory to the Employer)
Reflective rain suit	Insulated Coveralls – Return at the end of the season
	Winter coat – Return at the end of the season
	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 or T-shirts	2
Rubber boots	1 pair
Safety work shoes/boots	1 pair \$125.00
Light jacket	1
Hat (Ball cap, Tilley or Toque)	1
Winter or work gloves	1 pair
Safety glasses	1 pair
Coveralls (Light)	1 pair
Winter parka	1
Reflective rain suit	1
Shop coat	1

Approved Replacement List

The following list has been agreed upon 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. \$125.00
Jacket	Light or Winter
Hat	Ball cap, Tilley or Toque
Gloves	Work or Winter
Safety glasses	
Coveralls	Light or Insulated
Reflective Rain Suit	
Shop Coat	

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.

**WINDSOR INTERNATIONAL AIRPORT
WAGE SCHEDULE**

	1	2	3	4	5
Period Start	01-Jul-07	01-Jul-08	01-Jul-09	01-Jul-10	01-Jul-11
Calendar Year	2007	2008	2009	2010	2011
Annual Salary Increase⁽¹⁾		-	1.0%	1.5%	1.5%
Airport Maintenance Specialist (AMS)					
Trainee	30,825.00	30,825.00	31,133.25	31,600.25	32,074.25
Certified	36,620.00	36,620.00	36,986.20	37,540.99	38,104.11
Advanced	41,742.00	41,742.00	42,159.42	42,791.81	43,433.69
Supervisor	42,908.00	42,908.00	43,337.08	43,987.14	44,646.94
Coordinator	44,365.00	44,365.00	44,808.65	45,480.78	46,162.99
Airport Operations Specialist (AOS)					
Advanced	-			44,365.00	45,030.48
Specialist	-			46,299.00	46,993.49
Seasonal Labourer					
Trainee (Winter)	31,325.00	31,325.00	31,638.25	32,112.82	32,594.52
Certified (Winter)				36,620.00	37,169.30
Advanced (Winter)			-	41,742.00	42,368.13
General Labourer/Student					
Trainee				18,900.00	19,183.50
Certified	22,947.00	22,947.00	23,176.47	23,524.12	23,876.98
Management and Administration					
Clerk (Level 1)	30,825.00	30,825.00	31,133.25	31,600.25	32,074.25
Clerk (Level 2)	32,025.00	32,025.00	32,345.25	32,830.43	33,322.89
Clerk (Level 3)	33,225.00	33,225.00	33,557.25	34,060.61	34,571.52
Assistant (Level 1)	39,620.00	39,620.00	40,016.20	40,616.44	41,225.69
Assistant (Level 2)	40,681.00	40,681.00	41,087.81	41,704.13	42,329.69
Assistant (Level 3)	41,742.00	41,742.00	42,159.42	42,791.81	43,433.69
Managers	55,007.00	55,007.00	55,557.07	56,390.43	57,236.28

(1) All increases, except those noted herein, are in accordance with % increase indicated

(2) Airport Operations Advanced and Specialist represent new classifications. Employees previously classified as Firefighters Level 3 have been reclassified at the highest classification under AOS.

(3) Seasonal Labourer Certified and Advanced and General Labourer Trainee represent new classifications.

APPENDIX D TRAINING CRITERIA

Airport Operation Specialist (“AOS”)

For all AOS positions, employee must have completed the minimum AMS Level 1 training modules.

- | | |
|---------|---|
| Level 1 | Employee rate from initial hire to the successful completion of Firefighting Certification Level A and B under supervision. |
| Level 2 | The successful completion of Firefighting Certification Level C under supervision. |
| Level 3 | Fully certified Airport Firefighter and the successful completion of AMS Level 2 training modules. |

Airport Maintenance Specialist (“AMS”)

- | | |
|---------|--|
| Level 1 | Employee rate from initial hire until successful completion of AMS training modules as follows: <ul style="list-style-type: none">• Airport Orientation• Safety & Records• Radio Communication• Truck Operation• Plough Operation• Sweeper Operation• Foreign Object Debris Control• Emergency Services• Tractors, Mowers, Rollers, Trenchers, Backhoes• Pollution Control and Environmental Protection• Equipment – Material Operating Principles & Safety – Vol. 1 |
|---------|--|

- Equipment – Material Operating Principles & Safety – Vol. 1

Level 2

Employee rate commencing the day following the successful completion of AMS Level 1 until the successful completion of AMS Level 2 training modules as follows:

- Snow Blower Operation
- Loader Operation
- Bird & Mammal Control
- Surface Maintenance
- Drainage Systems
- Pavement Markings
- Vegetation Control
- Ground Maintenance
- Landscaping
- Signage
- Sewer and Water System Monitoring & Maintenance

Level 3

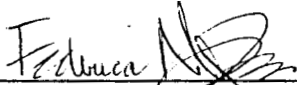
Full certified AMS, having completed Level 1 and 2 and charged with supervision of AMS crew

Work Coordinator

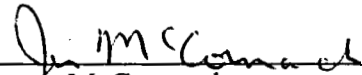
For the Work Coordinator position, employee must have completed the minimum AMS Level 2 and successful completion of training requirements for the Safety Management Systems (SMS) program.

SIGNED AT WINDSOR this 25th day of February, 2011.

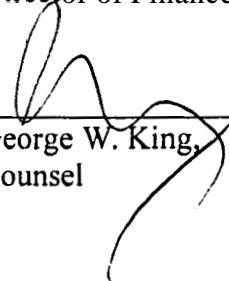
YOUR QUICK GATEWAY
(WINDSOR) INC.



Federica Nazzari,
President & CEO

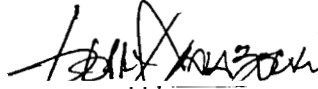


James McCormack,
Director of Finance

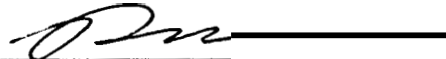


George W. King,
Counsel

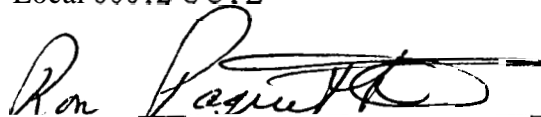
THE PUBLIC SERVICE ALLIANCE
OF CANADA



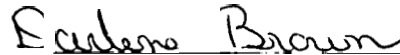
Gerry Halabecki, REVP PSAC Ontario
Region



Richard Laframboise, President,
Local 00012 UCTE



Ron Paquette, Bargaining Team Member



Darlene Brown, RVP UCTE



Tom Milne, PSAC Negotiator