



**Collective Agreement**

**Between**

**The Greater London International Airport Authority**

**And**

**The Public Service Alliance of Canada**

**Effective January 1, 2003 through December 31, 2007**



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Collective Agreement

between

**Greater London International Airport Authority Inc.  
(Hereinafter referred to as the "Employer")**

and

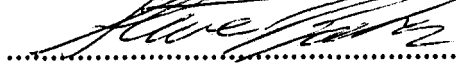
**The Public Service Alliance of Canada  
(Hereinafter referred to as the "Union")**

The parties hereto agree to the terms of this collective agreement as constituting full settlement of all matters in dispute. This includes any potential pay equity issue.

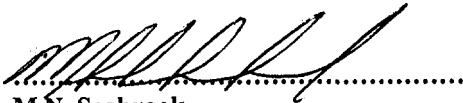
Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on January 1, 2003 and will expire on December 31, 2007.

Signed at London, this 26 day of Aug, 2003.

**For the Employer**



S.J. Baker  
President & C.E.O.



M.N. Seabrook  
Vice President,



Janet K. Carr  
Director, Finance & Human Resources

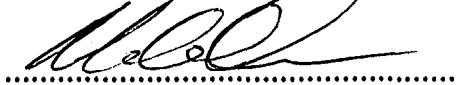
**For the Union**



Judith Monteith-Farrell  
Chief Negotiator



Wayne Carter  
Local President



Mike Cashman  
Negotiating Team Member



Martyn Watson  
Negotiating Team Member



Christine Collins  
Regional Vice President UCTE  
Negotiating Team Member



Gerry Halabecki  
Regional Executive Vice President PSAC

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## **1. PURPOSE AND SCOPE OF AGREEMENT**

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

The provisions of this Agreement apply to the Union, employees included in the bargaining unit, and the Employer.

This agreement recognizes the mutual value of the negotiation process in all matters pertaining to employment, working conditions, wages and benefits for the employees.

This agreement provides processes for the prompt and equitable resolution of disputes.

This agreement reflects the principals of equity, honesty, trust and the desire to create a solid business foundation and a stable future for all employees of the London International Airport.

## **2. MANAGERIAL RESPONSIBILITIES**

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

The rights as set forth in this article and those related to labour relations by the employer shall be exercised in conformity with the provisions of this agreement and shall be exercised fairly, reasonably, in good faith and without discrimination.

## **3. DURATION**

This Collective agreement shall be in effect from January 1, 2003 and shall remain in full force and effect until December 31, 2007.

## **4. RETROACTIVITY**

Unless otherwise stipulated in this Collective Agreement, no provisions of the Collective Agreement shall be retroactive.

## **5. INTERPRETATION AND DEFINITIONS**

### **5.1 Definitions**

For the purposes of this agreement;

**Union** means the Public Service Alliance of Canada,

**Bargaining** unit means the employees of the Employer as described in the "Recognition" article of this agreement.

Compensatory leave means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

Continuous employment means:

- a) for the employees listed on "Appendix B" prior years continuous employment with Transport Canada as recognized in the transfer agreement and length of service with the GLIAA;
- b) for all other employees continuous length of service with the GLIAA.

Day means the twenty-four (24) hour period commencing at 00:01 hours of a day and ending at 24:00 hours in the same day

Day of rest 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 his or her position other than by reason of the employee being on leave or absent from duty without permission;

Employee means a person, who is a member of the bargaining unit;

Employer means the Greater London International Airport Authority (GLIAA).

Holiday means

- (i) the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
- (ii) however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
  - (a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
  - or
  - (b) on the day it terminates where more than half (1/2) of the hours worked fall on that day;

Immediate Family means employee's spouse (including common-law spouse), parent(s), spouse of the father or mother (including common-law spouse), child(ren), sister, brother, father-in-law (including common-law), mother-in-law (including common-law) and any relative permanently residing in the employee's household or with whom the employee resides.

Lay-off means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;

Leave means authorized absence from duty by an employee during his or her regular or normal hours of work;

Membership dues means the amount provided by the Union as the dues payable by its members as a consequence of their membership in the Union. The amount shall be provided in a dollar amount and may be adjusted with 60 days notice.

Overtime means:

- (i) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
- or
- (ii) in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee but does not include time worked on a holiday;

Probationary Employee means employee who has not completed six months of continuous service.

Seasonal Employee means a person employed for work, which is not continuous throughout the year.

Spouse will, when required, be interpreted to include common-law spouse where a common-law 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 his/her spouse and continues to live with that person as if that person were his/her spouse;

**Straight-time** rate means the employee's hourly rate of pay;

**Student** means person hired for a short period of time who is meeting his or her educational curriculum or/and enrolled in school.

**Year means** January 1<sup>st</sup> to December 31<sup>st</sup>.

**Year End** means December 31<sup>st</sup>.

## **6. AGREEMENT RE-OPENER**

Upon written application, this Agreement may be amended by mutual consent between the Employer and the Union.

## **7. WASH UP TIME**

Where the employer determines that due to the nature of work there is a clear cut need, wash up time to a maximum of ten minutes will be permitted before the end of the working day or a meal break.

## **8. STRIKES OR LOCK-OUTS**

### **8.1**

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

### **8.2**

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

### **8.3**

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

## **9. RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the GLIAA, **excluding** the President, Vice President, Director of Operations, Director of Engineering, Director, Finance & Human Resources, Director of Construction, Manager Commercial Services, Financial & Administrative Coordinator, *co-op/summer* students, and those superior to the President.

In the event a new position is created within the corporation, GLIAA will supply PSAC with the job description and posting indicating GLIAA's position as to the inclusion or exclusion to the bargaining unit. Should PSAC disagree with the recommendation, the job description can be forwarded to the Canada Industrial Labour Board for their ruling.

## **10. EMPLOYEE PARKING**

The employer agrees to provide parking to all employees at no cost to the employees.

The employer agrees to provide parking to the Bargaining Agent Representative while performing their duties at the airport.

## **11 EMPLOYEE REPRESENTATIVES**

### **11.1 *Representatives***

The Employer acknowledges the right of the bargaining agent to appoint or otherwise select employees as representatives of the local bargaining unit.

### **11.2**

The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to article 11.1

### **11.3**

The Union representatives identified pursuant to article 11.1 shall not leave their work to investigate an employee complaint, or process a grievance or undertake any other Union business during working hours without prior consent of the representative of the Employer. Such consent(s) will not be unreasonably withheld.

### **11.4**

The Employer will endeavor to introduce a new employee to a representative of the Union on the employee's first day of work and shall provide an opportunity to meet with the representative for 15 minutes during the first 10 days of employment.

## **12. USE OF EMPLOYER FACILITIES**

### **12.1**

Reasonable space on the Intranet e-mail system and on bulletin boards in the Fire hall and Maintenance Garage will be made available to the Union for the posting of official Union notices. The Union shall endeavor to avoid requests for posting of notices, which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives.

Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

### **12.2**

The employer will make available specific locations in the lunchrooms of the fire hall and the maintenance garage for the placement of reasonable quantities of literature of the union.

### **12.3**

A duly accredited representative of the union shall be permitted access to the employees during meal breaks to assist in the resolution of a complaint or grievance.

### **12.4**

The employer agrees to allow the union access to a photocopier for copying official union materials.



## **12.5**

The employer agrees to provide a meeting room with sufficient notice and subject to availability, to be used for the conduct of a general membership meeting outside of normal working hours.

## **13. MEMBERSHIP DUES**

### **13.1 Deduction from Pay**

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 month to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.

### **13.2**

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

### **13.3**

The amounts deducted in accordance with article 13.1 shall be remitted to the Comptroller of the Union by cheque by the end of the month following the month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

### **13.4**

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

### **13.5**

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.

## **14. DISTRIBUTION OF AGREEMENT**

The Employer agrees to supply the Union with a copy of the Collective Agreement and will endeavor to do so within one (1) month after the final execution. The Employer will give a copy of the Collective Agreement to members of the bargaining unit.

## **15. DISCRIMINATION**

There shall be no discrimination or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the Union, or conviction for an offence for which a pardon has been granted.

## **16. HARASSMENT**

The Union and the Employer recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the work place. In the event of a violation of this agreement by the employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in section 53 of the Canada Human Rights Act.

## **17. LEAVE GENERAL**

### **17.1**

An employee is entitled, once in each calendar year, to be informed upon request, of the balance of his or her leave credits.

### **17.2**

An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

### **17.3**

An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

### **17.4**

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee, an amount equivalent to unearned vacation leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

### **17.5**

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

## **18. VACATION LEAVE**

### **18.1 *Vacation Year***

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

### **18.2 *Service***

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

- a) for the employees listed in "Appendix B", previous service with Transport Canada as recognized in the transfer agreement and length of service with the GLIAA excluding any calendar month during which he/she does not receive at least 10 (ten) days pay.
- b) for all other employees length of service with the GLIAA excluding any calendar month during which he/she does not receive at least 10 (ten) days pay.

### **18.3 *Entitlement to Vacation Leave***

An employee is entitled to vacation leave to the extent of the employee's earned credits. An employee who has completed six (6) months of service shall receive his/her accrued credits plus an advance of credits equivalent to the anticipated credits for the vacation year. Subject to operational requirements, requests for vacation leave will not be unreasonably denied.

### **18.4 *Vacation Credits***

For the purpose of this clause:

- (a) a "day" equals average scheduled hours per week divided by (5).

Full-time employees shall earn vacation leave credits at the following rates provided he/she receives at least ten (10) days pay in each calendar month. Vacation credits will increase on the anniversary date in which the employee completes eight, twenty and thirty years of continuous service.

| Years of Continuous Service | Fire Fighters Monthly Vacation Credit | All Others Monthly Vacation Credit |
|-----------------------------|---------------------------------------|------------------------------------|
| 1 - 8 years                 | 1.27 Days                             | 1.25 Days                          |
| 8 - 20 years                | 1.75 Days                             | 1.67 Days                          |
| 20 - 30 years               | 2.23 Days                             | 2.09 Days                          |
| 30 years plus               | 2.54 Days                             | 2.50 Days                          |

**18.5 Conversion of Days to Hours**

For the purpose of applying the leave provisions in this Article, leave credits earned and utilized by an employee shall be calculated in hours. Leave credits will be based on earned and actual leave taken and will not be rounded up to the nearest half day at the end of the year.

**18.6 Carryover**

Employees are expected to take all their vacation leave during the vacation year in which it is earned. Every effort will be made by both the employee and employer to accommodate the scheduling and completion of the leave. At the option of the employer, any unused vacation leave credits will either be paid out at the end of each year or carried forward into the following year, to a maximum of the employee’s annual entitlement.

**18.7 Cancellation of Approved Leave**

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

**18.8 Displacement of Annual Leave**

Where, in respect of any period of vacation leave with pay, an employee is granted bereavement leave or personal leave on the production of a medical certificate, the period of vacation leave with pay so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**18.9 Minimum Leave Periods**

Annual leave may be used in full days or full shifts. The employer may grant Annual leave in half days or half shifts to accommodate the infrequent needs of an employee.

**19. PERSONAL LEAVE WITH PAY**

For the purpose of this clause:

- (a) a “day” equals average scheduled hours per week divided by (5).

**19.1 Credits**

An employee shall earn personal leave credits for each calendar month for which the employee receives pay for at least ten (10) days. Up to eighteen (18) days of earned but unused personal leave credits shall be carried over into the following year.

**Example** – an employee who utilized two personal days in the year, would be entitled to carry over sixteen (16) days of unused personal leave credits.

|   |
|---|
| <b>Personal Leave Credits Per Month</b> |
|---|

|                    |
|--------------------|
| 1.5 Days Per Month |
|--------------------|

## **19.2 Granting of Personal Leave**

An employee shall be granted personal leave with pay for the purpose of marriage or when he or she is unable to perform his or her duties because of illness or injury or family related responsibilities or circumstances not directly attributable to the employee provided that the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer and has the necessary personal leave credits.

If the period of personal leave with pay does not exceed four (4) working days, and unless otherwise informed by the Employer, a statement signed by the employee stating that he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as satisfying the employer.

## **19.3 Transition to Long Term Disability**

Upon application and approval of Long Term Disability and upon exhaustion of all personal leave, the employer will provide 10 days of additional personal leave with pay.

# **20. GENERAL HOLIDAYS**

## **20.1 General Holidays**

Except as provided by Clause 20.3 the following *general* holidays will be recognized by the Employer:

- New Year's Day
- Good Friday
- Easter Monday
- U Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- U Boxing Day
- Civic Holiday as proclaimed or the first Monday in August as determined by the employer.

## **20.2**

Except as provided by Clause 20.3, when any of these holidays occur within the employee's regular work week on a day which the employee would otherwise have worked, the Employer will pay eligible employees for the number of straight time hours they would otherwise have worked on such days. The rate of pay for such time shall be their respective straight time hourly rates for each such holiday not worked.

A full-time employee is eligible for this payment provided he or she has completed thirty working days.

The employer reserves the right to observe the holiday on the preceding Friday or succeeding Monday as may be convenient to the Employer when such holiday falls on a Saturday or Sunday. Except an employee on leave with or without pay for union business, an employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday.

## **20.3 Firefighters Extended Work Schedule**

Firefighters that are subject to extended work schedules will receive an advance equivalent to the anticipated credits for leave with pay in lieu for the general holidays identified in clause 20.1. The calculation is based on the number of general holidays (11) multiplied by the average hours per day of work (weekly hours divided by 5). An employee must schedule his/her lieu leave prior to taking annual leave and/or compensatory leave.

Scheduling of lieu leave:

- (a) Employees are expected to take all the general holidays during the calendar year in which it is granted.

- (b) An employee shall advise the employer in writing, of his/her request for time off in lieu of the general holidays as soon as possible after January 1<sup>st</sup>, but before March 31<sup>st</sup> provided that the annual schedule is issued.
- (c) If the employee fails to advise the Employer in writing, of his or her lieu request by March 31<sup>st</sup> the Employer will schedule the lieu leave on behalf of the employee.
- (d) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employees time off in lieu of the general holidays in the calendar year in which it is earned and in a manner acceptable to the employee.

The employer will provide two (2) additional shifts to be classified as flex shifts and will be used during the calendar year at the discretion of the President and based on operational requirements.

#### **20.4**

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

#### **20.5**

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

#### **20.6 Religious Holy Day**

The employer recognizes that its workforce includes employees of various religious beliefs. The employer agrees to allow an employee to exchange one of the statutory paid holidays listed in Clause 20.1 for a requested religious holy day off with pay under this clause.

#### **20.7**

Except as provided by Clause 20.3, when a day designated as a general holiday under article 20.1 coincides with an employees day of rest, the holiday will be moved to the next regularly scheduled work day.

#### **20.8**

Except as provided by Clause 20.3, an employee who works on a holiday shall be paid one and a half (1.5) times for all regular hours of work and double time thereafter, in addition to the pay that the employee would be granted had he or she not worked on the holiday, or, upon request of the employee, compensatory time for all hours worked at the applicable overtime rate plus the regular pay.

### **21. OTHER LEAVE WITH OR WITHOUT PAY**

#### **21.1 Bereavement Leave with Pay**

- (a) Upon completion of three months service, an employee shall be entitled to a bereavement period of a maximum of four (4) consecutive calendar days for the purposes related to the death of an employee's spouse (including common-law spouse), parent(s), spouse of the father or mother (including common-law spouse), child(ren), sister, brother, father-in-law (including common-law), mother-in-law (including common-law) and any relative permanently residing in the employee's household or with whom the employee resides dies. During such period the employee shall be granted leave with pay for those days which are not regularly scheduled days of rest for the employee.
- (b) Upon completion of three months service, an employee shall be entitled to a bereavement period of one (1) calendar day for the purposes related to the death of his or her grandparent, grandchild, son in law, daughter in law, brother in law or sister in law. During such period the employee shall be granted leave **with** pay for that day which is not a regularly scheduled day of rest for the employee.
- (c) Upon completion of three months service, an employee may be granted up to three (3) days leave with pay for the purpose of travel related to a bereavement period in a or b.

## **22. MATERNITY & PARENTAL LEAVE WITHOUT PAY**

### **22.1 (a) General**

- i) An employee shall notify the Employer in writing, at least ten (10) weeks in advance of the initial date of the intended period of leave under this article, unless there is a valid reason why the notice cannot be given.
- ii) When the employee returns to work following any period of leave under this Article, the Employer will return the employee to a comparable position, which the employee held prior to the leave, with the same wages and benefits.

### **22.2 Maternity Leave Without Pay**

- i) An employee who has requested maternity leave shall be granted maternity leave without pay for a period not exceeding seventeen (17) weeks.
- ii) At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.
- iii) **Prior to the birth of the child**, at the employee's option, the employee may request in writing to continue the Canadian Airport Council pension, benefit, and life insurance plans. The employee will be required to continue to pay the employee cost of the plans if the employee elects to continue coverage.
- iv) An employee who has not commenced maternity leave without pay may elect to use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates.

Leave granted under this clause shall count as "continuous employment".

### **22.3 Maternity Leave Allowance**

An employee must complete at least 12 months of continuous service to be eligible to receive the maternity leave allowance. In respect to the period of maternity leave, the maternity leave allowance payments made according to the Supplementary Unemployment Plan will consist of the following:

- i) an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of 93% of her average weekly gross rate of pay, for each week of the two week waiting period; and
- ii) an allowance of 38% of her average weekly gross rate of pay for a maximum of fifteen (15 weeks). Average weekly gross rate will be calculated using the 12 weeks rate of pay preceding the maternity leave.

### **22.4 Parental Leave without Pay**

Upon written request by the employee, leave up to thirty seven (37) weeks under this clause shall be granted to:

- i) a female employee following an approved period of maternity leave,
- ii) a male employee who will come into the care and custody of a newborn child,
- iii) an employee who has obtained a court order to adopt a child.

Parental leave without pay shall not exceed thirty seven (37) weeks.

**Prior to commencement of such leave**, at the employee's option, the employee may request in writing to continue the Canadian Airport Council pension, benefit, and life insurance plans. The employee will be required to continue to pay the employee cost of the plans if the employee elects to continue coverage.

Leave granted under this clause shall count as "continuous employment".

The aggregate amount of leave that may be taken by one or two employees under Maternity and Parental Leave without Pay shall not exceed fifty two (52) weeks.

## **23. LEAVE WITHOUT PAY FOR THE CARE OF PRE-SCHOOL AGE CHILDREN**

Subject to operational requirements, upon written request, an employee may be granted leave without pay for the personal care and nurturing of his or her pre-school age children.

*Prior to commencement of such leave*, at the employee's option the employee may request in writing to continue in the Canadian Airports Council pension, benefit and life insurance plans. The employee will be required to pay both the employee and employer share of the cost of the plans if they elect to continue coverage. Continuance of coverage will be subject to the limitations of the Canadian Airport Council pension, benefit and life insurance plans.

Leave granted under this clause shall not count as "continuous employment" if the leave is greater than 3 months.

## **24. LEAVE WITHOUT PAY FOR PERSONAL NEEDS**

Leave without pay will be granted for personal needs in the following manner:

Subject to operational requirements and approval from the President, leave without pay will be granted to employees for personal needs for a period of up to four weeks. Additional time must be requested in writing and approved by the President.

*Prior to the commencement of such leave*, at the employee's option the employee may request in writing to continue in the Canadian Airports Council pension, benefit and life insurance plans. The employee will be required to pay both the employee and employer share of the cost of the plans if they elect to continue coverage.

Leave granted under this clause shall not be counted for the calculation of "continuous employment" for the purposes of calculating severance pay and "service" for the purpose of calculating vacation leave.

## **25. WORKPLACE SAFETY & INSURANCE BOARD**

### **25.1**

When an employee is injured on duty and is granted personal leave with pay, the personal leave with pay shall be reinstated if and when the Workplace Safety & Insurance Board approves the employee's claim and reimburses the Employer for any amount received by him or her in compensation for loss of pay.

### **25.2**

The employer may grant up to 18 working days of personal leave in advance, should the employee have insufficient credits to cover the period defined in article 25.1

### **25.3**

An employee shall be granted leave with pay for a reasonable period when a Worker's compensation claim has been approved pursuant to the Workplace Safety and Insurance Act and the compensation authority has notified the employer that it has certified that the employee is unable to work because of

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

provided that the employee agrees to remit to the Employer any amount received by him or her in compensation for loss of pay in respect of such claim. When a claim exceeds six (6) months, the Employer may arrange for the Worker's Safety & Insurance Board to directly compensate the employee.

## **26. LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS**

### **26.1 Meetings during the Grievance Process**

When operational requirements permit, the Employer will grant to an employee during regular working hours:

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay.
- and
- (b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee.

### **26.2**

When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay during regular working hours.

### **26.3**

When problems or differences arise between an Employee and the Employer the Employer will provide leave with pay for the employee to attend a meeting with the employer aimed at discussions to resolve the disagreement without resorting to the submission of a grievance.

### **26.4**

Where an employee has asked or is obliged to be represented by the Union relative to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave:

- a) with pay for discussions aimed at the resolution of a disagreement without resorting to the submission of a grievance
- b) without pay for the preparation or discussion of a formal grievance

### **26.5 Contract Negotiation Meetings**

When operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiation meetings on behalf of the Union.

### **26.6 Preparatory Contract Negotiation Meetings**

When operational requirements permit, the Employer will grant leave without pay to the duly appointed bargaining representatives to attend preparatory contract negotiation meetings.

### **26.7 Union Training & Business**

When operational requirements permit, the Employer will grant leave without pay to attend union training, conventions or other union business.

### **26.8 Arbitration Hearings**

When operational requirements permit, the Employer will grant leave with pay during regular working hours to an employee who is a party to an arbitration hearing and to an employee who is a witness called by an employee to an arbitration hearing.



## **27. PAY**

Except as provided in this Article, the terms and conditions governing the application of pay to employees are not affected by this Agreement.

### **27.1 Position description**

An employee is entitled to be paid for services rendered at the pay specified for the position, which the employee is appointed.

### **27.2 Classification Standards**

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

### **27.3 Signing of Agreement**

The rates of pay set forth in Appendix "A" are applicable to all employees who are employed in a full time position as of the date of signing. The rates of pay include all pay equity adjustments.

### **27.4 Acting Pay**

When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least five days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher; classification level for the period in which he or she acts.

### **27.5 Weekend Premium**

Field Maintenance Technicians, Seasonal Maintenance Airfield Technicians and Airfield Maintenance Technician Lead hands working shifts will receive a weekend premium of one dollar (1.00) per hour for all hours worked including overtime hours on a Saturday and/or Sunday (00:01 Saturday through 24:00 Sunday).

## **28. OVERTIME COMPENSATION**

### **28.1 Assignment of Overtime**

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

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

### **28.2 Overtime Compensation**

Overtime shall be paid for hours worked in excess or outside of an employee's scheduled daily hours of work, and shall be compensated at time and one-half (1 ½) for the first day/shift of overtime for each hour worked on the first day of rest; and double time (2) for each hour worked on his/her second or subsequent day of rest, provided the days of rest are consecutive.

An employee who reports for overtime work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay or the rate as specified above whichever is the greater.

### **28.3 Banking of Overtime- Compensatory Leave**

The Employee shall be paid for overtime except where, upon request of an employee and with the approval of the Manager, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.

If any portion of this leave cannot be utilized by the employee by December 1<sup>st</sup> of each year, then payment in cash will be made at the employee's then current regular rate of pay.

#### **28.4 Meal Allowance**

Except when a free meal can be provided, an employee required to work overtime and who works at least three (3) hours in an eight (8) hour period will be reimbursed up to \$10.00 for a meal.

Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break.

#### **28.5 Travel**

If an employee is required to travel more than forty five (45) kilometers from London International Airport for the purpose of company business on a day of rest, the employee shall be compensated at one and one half (1 ½) times of their normal pay for each hour traveling to a maximum of their normal working hours.

### **29. CALL-BACK PAY**

#### **29.1**

If an employee is called back to work

- (a) on a designated paid holiday which is not the employee's scheduled day of work,  
or
- (b) on the employee's day of rest,  
or
- (b) after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:
  - (i) compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period.  
or
  - (ii) compensation at the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

When an employee is called into work prior to his or her scheduled shift, and hours worked continue into his or her normally scheduled starting time, the employee shall be paid for actual hours worked at time and one-half (1 ½) of the regular rate of pay for hours worked prior to the time the employee would normally commence his or her day or shift.

#### **29.2 Reporting to Work**

Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

### **30. STANDBY PAY**

Applies to seasonal airfield maintenance technicians and persons accepting management responsibilities. All other classifications are excluded from this Article.

#### **30.1**

Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

### **30.2**

An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.

### **30.3**

No standby payment shall be granted if an employee is unable to report for duty when required.

### **30.4**

An employee on standby who is required to report for work shall be paid, in addition to the standby pay, the greater of:

- (a) the applicable overtime rate for the time worked,  
or
- (b) the minimum of three (3) hours' pay at the applicable overtime rate of pay, except that this minimum shall apply only the first time that an employee is required to report for work during a period of standby of eight (8) hours.

### **30.5**

Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

## **31. SEVERANCE PAY**

### **31.1 Weekly Rate of Pay**

The weekly rate of pay referred to in the clauses below shall be the weekly rate of pay to which the employee is entitled for the position prescribed in the employee's letter of appointment on the date of the termination of the employee's employment.

### **31.2 Severance Benefits**

Severance is provided to an employee who is terminated (except for cause) for Lay-off, Retirement or Death.

For the purposes of calculating severance pay, continuous employment will also include previous service with Transport Canada as recognized in the Transfer Agreement for transferring employees named in Appendix B and their length of service with the GLIAA.

An employee who is terminated (except for cause) and subject to Clause 31.3 shall receive severance benefits calculated on the basis of the employee's weekly rate of pay equal to one (1) week's pay for each complete year of continuous employment to a maximum of 30 weeks.

An employee who resigns with ten years or more years of continuous employment, one half weeks pay for each complete year of continuous employment up to a maximum of thirty years with a maximum benefit of 15 weeks.

### **31.3 Pyramiding**

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under Clause 31.2 be pyramided.

## **32. STATEMENT OF DUTIES**

### **32.1**

Upon written request, an employee shall be provided within thirty calendar days with a complete and current statement of the duties and responsibilities of his or her position and if applicable an organization chart depicting the position's place in the organization.

### **32.2**

The Employer agrees that job description revisions will be conducted in consultation with affected employee(s). The employee has the right to Union representation during this process.

## **33. STAFFING**

### **33.1 Appointments**

Appointments to or from within the Employer shall be based on a selection according to merit, as determined by the Employer, and shall be made by the President, by competition or by such other process of personnel selection designed to establish the merit of candidates as the President considers in the best interests of the Employer. Selection according to merit may be based on the competence of a person being considered for appointment as measured by such standard of competence as the Employer may establish, for the position. When candidates from within the employer are rated as equal, seniority will apply.

### **33.2 Merit**

For the purpose of establishing the basis for selection according to merit under Clause 33.1, the Employer may prescribe standards for selection and assessment as to education, knowledge, experience, language, residence or any other matters that, in the opinion of the Employer, are necessary or desirable having regard to the nature of the duties to be performed and the present and future needs of the Employer.

### **33.3 Job Notices**

The employer shall post all permanent vacancies, including a newly created position, in the bargaining unit. The postings shall be for a minimum of seven (7) calendar days. The closing date shall be identified on all posters.

The posting shall contain the following information:

- a) The salary for the position (s).
- b) The number of position (s) being filled as a result of the competition.
- c) The basic requirements for the position (s).
- d) The additional qualifications required for the position (s), including education, knowledge, abilities, skills, and experience. Such qualifications will reflect the requirements of the position(s) being filled.

The Employer may consider an application with relevant experience in lieu of the basic educational requirement(s). In such cases, the Employer will identify this on the poster.

### **33.4 Selection Process**

The Employer is entitled to seek and consider applications from outside the bargaining unit for the purposes of the competition process.

A copy of the poster shall be forwarded to Fire Hall and Maintenance Garage.

The selection representative(s) shall interview all candidates in the bargaining unit who meet the posted basic requirements for the position(s). Where interviewed candidates are equally qualified, and meet the required qualifications, the candidate with the most seniority will receive the employment offer.

The qualifications of the candidates will be evaluated against the posted qualifications for the position(s), and the most qualified candidate(s) meeting the qualifications of the position(s) will be selected. Where none of the

candidates meet the requirements of the position(s), the Employer may cancel the posting, or re-post the position(s).

The candidates in the bargaining unit shall be advised of the results of the competition within three (3) weeks after the selection decision is made, and the name(s) of the successful candidate(s) will be posted. Candidate(s) in the bargaining unit may request a post competition interview.

### **33.5 Lateral Transfers**

The Employer is not required to post a vacancy for the purpose of a lateral transfer from one permanent position to another permanent position.

### **33.6**

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

## **EMPLOYEE STATUS**

### **34. FULL TIME PERMANENT EMPLOYEES**

#### **34.1 Definition**

A full time permanent employee is an employee hired for an indeterminate period whose hours of work are those established in the Hours of Work Article, and who has completed the probationary period.

#### **34.2 Entitlements**

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

### **35. PERMANENT PART-TIME EMPLOYEES**

#### **35.1 Definition**

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

#### **35.2 Entitlements**

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

#### **35.3 Benefits**

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

#### **35.4 Overtime**

Overtime will be paid for work performed:

- a) in excess of their scheduled daily hours of work, or
- b) in excess of the normal weekly hours of full-time permanent employee

#### **35.5 Designated Paid Holiday Compensation**

Permanent part-time employees shall not be paid for designated paid holidays, but shall instead be paid 4% per pay period for all straight time hours worked.

### **35.6 Severance Pay**

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

### **35.7 Vacation Pay**

Permanent part-time employees shall not earn vacation leave credits, but shall be paid a percentage of gross earnings per pay period as follows:

|                               |    |
|-------------------------------|----|
| 1 < 20 years of service       | 4% |
| 20 > or more years of service | 6% |

### **35.8 Personal Leave**

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

## **36. SEASONAL, TEMPORARY and STUDENT EMPLOYEES**

### **36.1 Definition**

Seasonal employees are persons employed for which work is not continuous throughout the year. Periods of employment are restricted to less than 6 continuous months.

Student employees are persons employed for which work is not continuous throughout the year. Periods of employment are restricted to less than 4 continuous months. Student employees are excluded from the bargaining unit.

Temporary employees are persons employed for work that is not of a continuous period greater than 3 years.

Seasonal, Temporary and Student employees shall not displace full time employees who have traditionally performed that work.

### **36.2 Entitlements**

Unless otherwise provided in this Article, seasonal and temporary employees shall be entitled to the provisions provided under this agreement. Student employees shall not be entitled to the provisions provided under this agreement.

### **36.3 Benefits**

Seasonal employees shall not be entitled to participate in the Employer pension, benefit and life insurance plans available to full time permanent employees.

Temporary employees shall be entitled to participate in the Employer benefit and life insurance plans available to full time permanent employees after six months of continuous employment.

Temporary employees shall be entitled to participate in the Employer pension plan available to full time permanent employees after twelve months of continuous employment.

### **36.4 Severance Pay**

Seasonal, temporary (with less than six months continuous service) and student employees shall not be entitled to severance pay.

### **36.5 Vacation Pay**

Seasonal, temporary (with less than six months continuous service) and student employees shall not earn vacation leave credits, but shall instead be paid 4% of gross earnings per pay.

### **36.6 Personal Leave**

Seasonal, temporary (with less than six months continuous service) and student employees shall not be entitled to personal leave.

### **36.7 Recall**

Subject to the establishment of labour requirements for the following season, seasonal employees will be offered seasonal employment for the subsequent work season by the employer.

## **37. BREAK IN SERVICE AND EMPLOYMENT**

Service and employment will be terminated when an employee:

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

## **38. CONTRACT WORKERS**

The employer shall be permitted to contract out bargaining unit work, provided it does not result in the layoff, or the reduction in regular (non-premium) hours, of the employees in the affected job who have traditionally performed the work being contracted out.

## **39. EMPLOYEE PERFORMANCE APPRAISAL AND EMPLOYEE FILES**

An employee Performance Appraisal is a planned periodic appraisal of an employee's performance over a period of time. The employer's performance review of specific work of an employee on an ongoing basis does not constitute an employee performance appraisal.

- (a) When a formal Performance Appraisal of an employee's performance is made, the employee concerned must be given an opportunity to sign the appraisal form in question upon its completion to indicate that its contents have been read. A copy of the appraisal form will be provided to the employee at that time. An employee's signature on his or her appraisal form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
- (c) An employee has the right to make written comments to be attached to the performance review form and to receive a copy of the review form.

### **39.1**

- (a) Prior to an employee performance appraisal review the employee shall be given:
  - (i) the evaluation form which will be used for the review;
  - (ii) any written document, which provides instructions to the person conducting the review;
- (b) If during the employee performance appraisal review, either the form or instructions are changed they shall be given to the employee.

### **39.2**

Upon written request of an employee, the personnel file of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer and upon request of the employee, a union representative.

### **39.3**

No documents, or written comment or other information related to an employee's performance shall be placed on any files without the knowledge of the employee.

### **39.4**

The employer agrees that any significant deficiencies of employees will be discussed with them during the appraisal period in order to ensure that the employee has an opportunity to make an improvement.

### **39.5**

During the probation period an employee will have his/her performance discussed and reviewed with them on a regular basis.

## **40. JOINT CONSULTATION**

### **40.1**

The parties acknowledge the mutual benefits to be derived from joint consultation and shall enter into consultation on matters of common interest.

### **40.2**

The Employer agrees that joint consultation meetings shall occur on a regular basis.

### **40.3**

The Union Management Committee has no authority to amend or alter the collective agreement.

### **40.4**

The parties agree that guidelines for joint consultation will be developed by the Union Management Committee. Best efforts will be used to reach agreement within 6 months of ratification of this agreement and such guidelines shall be subject to amendment by mutual consent only.

## **41. HEALTH AND SAFETY**

### **41.1**

The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures both preventative and corrective, to protect the health and safety of employees. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well being. The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

### **41.2**

Both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition, safe practice regulations may be developed and issued by the Employer, upon consultation with the Union representatives. The Union may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.



### **41.3**

The Employer agrees to provide for transportation to and from the nearest physician or hospital, to an employee suffering an injury or medical emergency on the job.

### **41.4**

A union representative on the joint health and safety committee may participate in conjunction with joint committee participation in accident investigations or workplace inspections conducted by management.

### **41.5**

All time spent in attending joint health and safety committee meetings shall be deemed as paid work.

### **41.6**

Prior to the investigation and decision of a management representative, following a work refusal:

- a) the employer may require that the employee concerned remain at a safe location near the place of work or assign the employee alternate work
- b) the employer shall not assign any other employee to conduct that work until a review of the issue and decision of a management representative.

### **41.7**

When a pregnant employee 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 attempt to find alternate duties for the employee within the bargaining unit.

## **42. EDUCATION AND CAREER DEVELOPMENT LEAVE**

### **42.1**

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

### **42.2**

At the employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the educational leave is deemed by the employer to be relevant to the organization's requirements. Where an employee receives a grant, bursary or scholarship, the education leave allowance may be reduced in an equal amount.

### **42.3**

As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to his/her work for a period of not less than the period of the leave granted.

If the employee (except with the permission of the employer):

- a) fails to complete the course;
  - b) does not resume employment with the employer on completion of the course;
- or,
- c) cease to be employed, except by reason of death, or layoff before termination of the period that he/she has undertaken to work after completion of the course; the employee shall repay to the employer all allowances and pay, or such lesser sum as shall be determined by the employer as paid to him/her under this article during the education leave.

#### **42.4**

Career development refers to an activity, which in the opinion of the employer is likely to be of assistance to the individual in furthering his/her career development, and to the Airport Authority in achieving its goals.

The following activities shall be deemed part of career development:

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

The employer agrees to pay for all costs associated with employer required career development.

Employees on career development leave shall be reimbursed all pre-approved expenses including reasonable travel, other expenses that the employer may deem appropriate including one, five minute long distance call to London or the employees residence per day.

### **43. SUSPENSION AND DISCIPLINE**

This article does not apply to probationary employees.

#### **43.1**

An employee may only be disciplined for cause.

#### **43.2**

When an employee is suspended from duty, the Employer undertakes to notify the employee in writing of the , reason for such suspension. The Employer shall endeavor to give such notification at the time of suspension.

#### **43.3**

The Employer shall notify the local representative of the Union that such suspension has occurred.

#### **43.4**

When an employee is required to attend a meeting, the purpose of which is to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of one day's notice of such a meeting.

#### **43.5**

The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of in advance of the hearing. A copy of any document that may form the basis of disciplinary action will be given to the employee at the time of filing.

#### **43.6**

At the request of the employee or upon review of the employee's file, any document related to disciplinary action, which may have been placed on the personnel file of an employee, shall be reviewed after two (2) years have elapsed since the disciplinary action was taken. Provided that no further disciplinary action has been recorded during this period, the document will be deleted.

#### **43.7**

The employer recognizes the principal of progressive discipline where appropriate.

## **44. GRIEVANCE PROCEDURE**

### **44.1 Discussion**

In the case of Union/employee originated grievances, the parties agree that discussions should occur between the employee(s) and a Union representative(s) and an Employer representative(s) when problems or differences arise in an attempt to resolve problems or differences prior to the submission of a formal grievance.

### **44.2**

In this grievance procedure, if the employee(s) or Union fails to meet a time limit, the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits. If the Employer fails to meet a time limit, the employee(s) or Union, at their option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall run against the Union or employee(s) until they have received the employer's response.

### **44.3**

Employee(s) and the Union shall have the right to request a meeting with the Employer during regular working hours on any grievance. Such a request will not be unreasonably denied. At the request of the employee(s), a union representative shall also be invited to attend.

### **44.4**

The employee(s) or Union may, by written notice to the Employer, withdraw their grievance at any stage of the grievance procedure.

### **44.5**

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

### **44.6**

Any dispute concerning the interpretation, application, administration or alleged violation of the Agreement shall be considered a grievance and shall be processed in the following manner. Grievances involving the interpretation, application, operation or any alleged violation of this agreement must have the approval and support of the bargaining agent.

### **44.7 Step One**

Within fifteen (15) days of an unsatisfactory conclusion of the discussion process as described in 44.1, the employee(s) or Union may submit a grievance to the Employer representative designated as Step One in the grievance procedure. The grievance shall be presented in writing and signed by the employee(s) and/or the Union representative in the case of a Union originated grievance. The time limit for response is 30 days.

### **44.8 Step Two**

If the grievance is not satisfactorily resolved at Step One, Step Two in the grievance procedure may be initiated by the employee(s) or Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within thirty (30) days after receipt of the Employer's response to Step One.

Within thirty (30) days of the receipt of the grievance, the employer representative shall provide a written response to the employee(s) and the Union representative, or to the Union representative in the case of a Union originated grievance.

### **44.9 Step Three**

- a) In the event that the grievance is not resolved at Step Two, the grievance may be referred to arbitration, by the Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within thirty (30) days after receipt of the Employer's response to Step Two.

- b) Upon receipt of the written notice of referral of a grievance to arbitration, the Union and the employer will select an arbitrator from the following list:

Maureen Saltman  
Kenneth A. Hannigan  
Gail Brent

Jane Devlin  
Rick McDowell  
Frank Reilly

Amendments to this list of acceptable arbitrators to be determined by mutual agreement between the union and employer.

In the event that no listed Arbitrator is available within a reasonable period of time, which in any event shall not exceed twenty six (26) weeks, the parties will proceed in accordance with paragraph (c).

- c) In the event a single arbitrator cannot be selected in accordance with Clause 44.9(b), the Union shall submit within five days a name or list of names, address (es) and business phone number(s) of the person or persons the Union is willing to accept as the single arbitrator. If the Employer accepts the person or one of the persons suggested to act as arbitrator, the Employer shall within five days, notify the Union accordingly and grievances shall be submitted to that arbitrator. If the Employer does not accept any of the persons suggested by the Union, the Employer shall within five days notify the Union accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, the parties agree to refer the grievance to an arbitration board.
- d) When the parties are unable to agree on a person to act as a single arbitrator, the Union shall provide within seven days the name, address and business phone number of the Union's appointed member of the arbitration board. The Employer shall within seven days, advise the Union of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall within seven days of the appointment of the second member appoint a third person who shall be chair. If the appointees fail to agree upon a chair within the time limit (or such longer period as may be mutually agreed), the Minister responsible may be requested by either party to appoint a person to act as chair.

#### **44.10**

The arbitrator or arbitration board shall hear and determine the matters and shall issue a decision, which shall be final and binding upon both parties and upon any employee affected by it. The arbitrator or arbitration board shall not make any decision inconsistent with the provision of this Agreement or make any decision which would later, modify, amend, add to or subtract from any part of the agreement. The arbitrator or arbitration board shall have all the powers vested in it by the Canada Labour Code.

#### **44.11**

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

#### **44.12**

For the purpose of this article a day is considered a business day.

### **45. HOURS OF WORK**

#### **45.1 Hours of Work**

For the purposes of this Agreement:

- (a) a "day" equals AVERAGE scheduled hours per week divided by five (5) .
- (b) "week" means a period of seven (7) consecutive calendar days beginning at 00:01 hours Monday morning and ending at 24:00 hours the following Sunday night.

#### **45.2 Work Schedule**

The Employer shall schedule the hours of work and establish shift schedules for all employees.

### **45.3 Standard Work Schedule**

The hours of work for permanent full time employees exclusive of a daily one-half (1/2) hour lunch period, shall be 7.5 hours per day, 37.5 hours per week, for the trades group, 7.5 hours per day, 37.5 hours per week for the administration group and an average of 42 hours per week for the firefighter group.

### **45.4 Extended Work Schedule**

The extended schedule is established for firefighters working in extended operations (i.e. weekends, evenings, nights or holidays). Subject to operational requirements, an extended work schedule of (forty-two) 42 hours will remain in effect

The Firefighter shift schedules that will be implemented will be based on operational requirements as follows:

- 1) Eight hour twenty-four minute shifts running on a five on, two days off pattern. Average of forty-two hour workweek.
- 2) Sixteen hour shifts running on a one day on, one day off, one day on, one day off, one day on, and three days off pattern. Average of forty-two hour workweek.
- 3) Sixteen hour shifts running on a two days on, two days off, two days on, two days off, two days on, and six days off pattern. Average of forty-two hour workweek.
- 4) Eighteen hour shifts running on a one day on, two days off pattern. Average of a forty-two hour workweek.
- 5) A twenty-four hour staffed fire hall. A shift pattern of four ten hour days on, six days off, four fourteen hour nights on, four days off, three ten hour days plus three fourteen hour nights on, four days off. Average of forty-two hour workweek.
- 6) A twenty-four hour staffed fire hall. A shift pattern of twenty-four hours on, three days off. Average of forty-two hour week.
- 7) Other shift patterns may be introduced that meet the operational needs of the Employer.

### **43.5 Scheduling**

- a) The Employer shall make every reasonable effort:
  - i) not to schedule the commencement of a shift within eight (8) hours (exclusive of a one half (1/2) hour meal break) of the completion of the employee's previous shift;
  - and
  - ii) to avoid excessive fluctuation in hours of work;
  - and
  - iii) not to schedule more than eight (8) consecutive days of work unless by mutual agreement of the employee affected;
  - iv) except for firefighters to schedule at least two (2) consecutive days of rest at a time.
- b) The Employer shall have meaningful consultation with the affected employees when establishing the shift schedule and starting and stopping times in a work area.

### **45.6 Consultation**

Subject to operational requirements, the Employer agrees to consult with the Union and consider the preferences of employees in the allocation of shifts amongst employees governed by the same shift schedule.

### **45.7 Posting of New Work Schedules**

The Employer shall schedule hours of work for all employees. Subject to operational requirements, the Employer, shall, where practicable, arrange schedules, which shall remain in effect for a period of not less than

two (2) months. Subject to operational requirements, schedules shall be posted at least thirty (30) calendar days in advance of the starting date of the new schedule.

### **45.8 Shift Change**

Provided sufficient advance notice is given and with the approval of the employer, employees may exchange shifts if there is no increase in the cost to the employer.

### **45.9 Rest Periods**

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

## **46. PENSION AND BENEFIT AND INSURANCE PLANS**

The employer will use best efforts to maintain the overall value of the benefit and insurance plans during the period of this agreement. If a future plan provides a reduction of more than 30% in the overall value of benefits to the employee, the financial difference in funding the revised plan will be provided to the employees in other improved benefits or a cash allowance.

Full-time permanent employee will be eligible to participate in the employer's pension, benefit and insurance plans.

### **46.1 CAC Pension Plan**

The Canadian Airports Council Pension Plan (London International Airport) was established August 1, 1998 as a multi employer pension plan.

The CAC Plan has two parts:

(i) The Superannuation Plan provides benefits similar to the federal government plan and is available only to those employees who transferred from Transport Canada on August 1, 1998.

(ii) Subject to the CAC Plan eligibility criteria the Defined Contribution Plan is available to full time permanent employees.

The CAC Plan is a registered pension plan conforming to the requirements of the *Income Tax Act (Canada)* and the *Pension Benefits Standards Act, 1985*, as amended from time to time.

The "Canadian Airports Council Pension Plan for Employees of Employer Member Booklet" provides information regarding the pension plan. This information shall not be included in, nor form part of the Collective Agreement.

### **46.2 Benefit & Insurance Plans**

Subject to the eligibility criteria, limitations and exclusions under each plan, the Employer offers:

- 1) Dental Plan
- 2) Extended Health Care Plan
- 3) Long Term Disability Plan
- 4) Life Insurance

The "Your Group Benefits Plan" booklet provides information on the benefit and insurance plans. This information shall not be included in, nor form part of the Collective Agreement.

## **47. TRAVEL**

Employees shall be reimbursed in accordance with the rates as issued periodically by the Employer for the purpose of conducting business on behalf of the employer or if pre-approved will be reimbursed actual reasonable expenses incurred by the employee.

Employee travel must be pre-approved.

## **48. CLOTHING PROVISION & SAFETY EQUIPMENT**

The employer will provide and replace, appropriate items of clothing and safety equipment to employees where:

- a) the employer has determined that the identification of employees is necessary for the effective performance of duties, and/or
- b) the nature of work is such that special protection is required for reasons of occupational health and safety.

The employer will provide laundry services for coveralls. The employer may provide laundry services for parkas and bunker gear at no cost to the employee. Maintenance of an employee's "Personal Clothing Issue" is the responsibility of the employee.

### Initial Personal Clothing Issue for New Employees:

Permanent employees who have completed at least six months of employment with the Employer and require Employer clothing as determined by the employer, will be eligible to receive the following clothing issue:

- 1) 3 pairs of pants
- 2) 5 shirts
- 3) 1 sweatshirt
- 4) 1 jacket

Additional costs for alterations will be the responsibility of the employee.

### Replacement of Personal Clothing Issue After Initial Issue:

Acting reasonably, at the discretion of the employer, items under personal clothing issue will be replaced as required.

### Specialized Equipment and Gear:

The employer will provide the employee with safety footwear, coveralls, parka, bunker gear, safety related items such as welding mask, safety goggles, and breathing apparatus/protection.

## **49. COURT LEAVE**

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

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

An amount equivalent to any monies paid by the court system other than for direct expenses will be deducted from the employee's pay.

## **50. TECHNOLOGICAL CHANGE**

### **50.1 Technological change means:**

- a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and
- b) a change in the Employer's operation directly related to the introduction of that equipment or material.

### **50.2**

Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees, which might result from the change.

### **50.3**

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and **fifty (150)** days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

The written notice will include the following information:

- a) the nature and degree of change;
- b) the anticipated date or dates on which the Employer plans to effect change;
- c) the location or locations involved.

### **50.4**

As soon as reasonably practicable after notice is given, the Employer shall consult with the Union concerning the effects of the technological change on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a) the approximate number, class and location of employees likely to be affected by the change;
- b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

### **50.5**

When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

## **51. STANDARD OPERATING PROCEDURES**

### **51.1**

Employees shall comply with all Employer implemented standard operating procedures and rules and regulations including those relating to conduct and work performance. The Employer agrees that in the event any employee is disciplined for failure to comply with any such standard operating procedures, rules and regulations, article 44 (Grievance Procedure) will apply.

### **51.2**

Standard operating procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Act, or the collective agreement, and an allegation of such contravention is subject to grievance procedure.



## **52. FIREFIGHTER PHYSICAL FITNESS**

### **52.1**

The parties agree that firefighters should maintain a high level of physical fitness and recognize that many factors such as age, health and physiological changes can affect an individual's ability to maintain such a high level of physical fitness.

### **52.2**

The Employer will oversee the functioning of the physical fitness program for the purpose of improving or expanding the program. Advice will be requested from an Advisory Committee on an annual basis. The advisory committee will include one firefighter.

### **52.3**

Operating conditions permitting, firefighters will be granted 5% of their daily shift during their regular hours to exercise in order to maintain their physical fitness on apparatus provided by the employer.

### **52.4**

Such a program will include but will not be limited to a medical examination and assessment, and professional assessment and follow-up advice.

### **52.5**

The Advisory Committee will schedule an initial meeting within thirty (30) days of the signing of the collective agreement. The committee will provide their initial advice within twelve (12) months of the initial meeting and on an annual basis thereafter.

### **52.6**

Firefighters must participate in and meet an annual medical assessment and job simulation task appraisal assessment as a condition of employment.

## **53. LAYOFF**

### **53.1 Layoff**

Where the services of an employee are no longer required by reason of lack of work or the discontinuance of a function, the Employer will review and consider work options to assist the employee in continuing employment to avoid layoff. If options cannot be implemented, the Employer may lay off the employee. An employee who is laid off will be considered for future positions that become available up to one year from date of lay off.

### **53.2 Temporary Layoff**

- (i) An employee subject to temporary layoff shall be considered as being on a leave of absence.
- (ii) Employees may but will not be required to liquidate either vacation or compensatory leave credits to cover any part of a temporary layoff.
- (iii) Time spent on temporary layoff shall be counted as continuous time for purposes of calculating leave.
- (iv) The employer / employee shall continue to pay their respective share of premiums (if any) for medical or dental coverage or pension contribution.
- (v) Severance benefits are not applicable

#### **Employee Status on Temporary Lay-off**

An employee subject to temporary layoff shall be considered as being on a leave of absence, subject to the following plan. An employee who provides the employer with proof that the employee has applied for and is receipt of Employment Insurance benefits, shall be paid Supplementary Unemployment benefits as follows:

- (i) for the first two (2) weeks, where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance benefits, payment equivalent to ninety three (93) percent of the employees weekly rate of pay; and
- (ii) for up to a maximum of an additional fifteen (15) weeks, payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety three (93) percent of the employee's weekly rate of pay.
- (iii) For a full time employee, the weekly rate of pay shall be the weekly rate of pay to which the employee is entitled on the day immediately preceding the commencement of the layoff.
- (iv) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of supplemental unemployment benefits, the payments shall be adjusted accordingly.
- (v) Time spent on temporary layoff shall be counted as continuous employment for all purposes including pension.
- (vi) The employer/employee shall continue to pay their respective share of premiums (if any) for medical or dental coverage or pension contribution.
- (vii) Employees will not be required to liquidate either vacation or compensatory leave periods/credits to cover any part of a temporary layoff.

**Appendix "A"- Rates of Pay**

| <b>POSITION</b>   | <b>EFFECTIVE<br/>Jan 1, 2003</b> | <b>EFFECTIVE<br/>JAN 1, 2004</b> | <b>EFFECTIVE<br/>JAN 1, 2005</b> | <b>EFFECTIVE<br/>JAN 1, 2006</b> | <b>EFFECTIVE<br/>JAN 1, 2007</b> |
|---|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <i>Contract Services<br/>Supervisor</i>                       | \$24.78                          | \$26.78                          | \$27.32                          | \$28.13                          | \$28.98                          |
| <i>Technical Support<br/>Technician</i>                       | \$25.92                          | \$26.78                          | \$27.32                          | \$28.13                          | \$28.98                          |
| <i>Electrical &amp;<br/>Building Services<br/>Supervisor</i>  | \$25.23                          | \$26.78                          | \$27.32                          | \$28.13                          | \$28.98                          |
| <i>Airfield &amp; Mobile<br/>Services<br/>Supervisor</i>      | \$25.23                          | \$26.78                          | \$27.32                          | \$28.13                          | \$28.98                          |
| <i>Airport Firefighter</i>                                    | \$22.44                          | \$22.89                          | \$23.35                          | \$24.04                          | \$24.76                          |
| <i>Airport Mechanic</i>                                       | \$20.74                          | \$21.15                          | \$21.58                          | \$22.22                          | \$22.88                          |
| <i>Airfield<br/>Maintenance Lead<br/>hand</i>                 | \$19.68                          | \$20.05                          | \$20.42                          | \$20.98                          | \$21.56                          |
| <i>Structural Services<br/>Technician</i>                     | \$18.79                          | \$19.17                          | \$19.55                          | \$20.13                          | \$20.73                          |
| <i>Airfield<br/>Maintenance<br/>Technician</i>                | \$18.18                          | \$18.55                          | \$18.92                          | \$19.48                          | \$20.06                          |
| <i>Airfield<br/>Maintenance<br/>Technician<br/>(Seasonal)</i> | \$16.18                          | \$16.55                          | \$16.92                          | \$17.48                          | \$18.06                          |

## Appendix B

With reference to Article 18 (Vacation Leave) and Article 31 (Severance Pay)

Employees recognized with previous service with Transport Canada under the transfer agreement dated August 1, 1998:

Baker, Steve  
Barnes, Arthur  
Bennett, Winston  
Buckley, Lee  
Carter, Wayne  
DeGeit, John  
Hodgins, Allan  
Jukes, Don  
Lee, John  
McClafferty, Meghan  
McGill, Dale  
Ryan, Harry  
Seabrook, Michael  
Stevenson, David