



Collective Agreement

Between

The Greater London International Airport Authority

and

Greater London Airport Employee Association

Effective January 1, 2025, through December 31, 2029

Collective Agreement

between

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

and

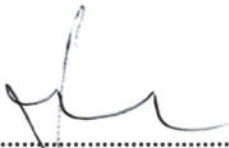
**Greater London Airport Employee Association
(Hereinafter referred to as the "Association")**

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, 2025, and will expire on December 31, 2029.

Signed in London Ontario, this 8th day of January, 2025.

For the Employer


.....
Scott McFadzean
President & C.E.O.


.....
Marc Bricker
C.F.O.

For the Association


.....
Kevin Ryan
Vice President


.....
Jeffrey Stephenson
Vice President

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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 Association, 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 Association, 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 principles 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, 2025, and shall remain in full force and effect until December 31, 2029.

4. RETROACTIVITY

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

5. INTERPRETATION AND DEFINITIONS

For the purposes of this agreement:

Administrative staff means all employees within the administration department including those engaged in marketing and business development.

Association means the Greater London Airport Employee Association.

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.

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.

Eligible Employee means a person, who is a member of the bargaining unit that is entitled to vote on this Collective Agreement.

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), stepfather, stepmother, or foster parent, child(ren) (including common-law), stepchild or ward of the employee 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.

Management means any employee in any level of management or supervisory position.

Membership dues mean the amount provided by the Association as the dues payable by its members as a consequence of their membership of the Association. 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.

Personal Leave Bank means personal hours allocated to the employee through the employer's payroll system.

Probationary Employee means employee who has not completed one year of continuous service or as stipulated in the offer of employment. At the Employers discretion, probation may be extended. Any change in the probationary period will be put in writing and provided to the employee.

Retirement means an employee has reached 30 continuous years of service or 60 years of age, whichever comes first.

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.

Vacation Leave Bank means vacation leave hours allocated to the employee through the employer's payroll system.

Year means January 1st to December 31st.

Year End means December 31st.

6. AGREEMENT RE-OPENER

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

7. STRIKES OR LOCK-OUTS

7.1

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

7.2

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

7.3

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.

8. RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Greater London International Airport Authority excluding Management, Administrative Staff, co-op/summer students, and those superior to Management.

In the event a new position is created within the corporation, GLIAA will provide, in writing, a letter to the Association Executive with the job description and posting, indicating GLIAA's position as to the inclusion or exclusion to the bargaining unit. Excluded from this would be any rename/reclass of existing positions.

Should the Association disagree with the recommendation, the job description can be forwarded to the Canada Industrial Labour Board for their ruling.

9. EMPLOYEE PARKING

The employer agrees to provide parking for all employees. A taxable benefit is applicable per Canada Revenue Agency legislation.

10. EMPLOYEE REPRESENTATIVES

10.1 *Representatives*

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

10.2

The Association shall notify the Employer in writing of the name of its representatives identified pursuant to article 10.1.

10.3

The Association representatives identified pursuant to article 10.1 shall not leave their work to investigate an employee complaint or process a grievance or undertake any other Association business during working hours without prior consent of the representative of the Employer. Such consent(s) will not be unreasonably withheld.

10.4

The Employer will endeavor to introduce a new employee to a representative of the Association 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.

11. USE OF EMPLOYER FACILITIES

11.1

Reasonable space on the Intranet, e-mail system and on bulletin boards in the Airport Operations Center and Terminal Maintenance will be made available to the Association for the posting of official Association notices.

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

11.2

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 Association.

11.3

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

11.4

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

11.5

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.

12. MEMBERSHIP DUES

12.1 *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.

12.2

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

12.3

The amounts deducted in accordance with article 12.1 shall be remitted to the bank account of the Association by direct deposit by the end of the month following the month after deductions are made. The Treasurer will be provided with the particulars identifying each employee and the deductions made on the employee's behalf.

12.4

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

13. DISTRIBUTION OF AGREEMENT

The Employer agrees to supply the Association 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.

14. DISCRIMINATION

There shall be no discrimination or any disciplinary action exercised or practiced with respect to an employee by reason of age, sex, race, gender, colour, creed, religion, ethnicity, pregnancy, ancestry, political belief, marital status, family status, language, citizenship, civil status, nationality, place of origin, physical disability, mental disability, criminal conviction, Aboriginal origin, social condition, sexual orientation, gender identity, gender expression, source of income, linguistic background or other grounds.

15. HARASSMENT

The Association 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 workplace. A company policy is in place and will be adhered to by all employees. The "Respectful Workplace Policy" can be found on the employee intranet and is available in printed form on request.

16. EMPLOYEE CLASSES & ENTITLEMENTS

Entitlement	CBA Article	Full Time	Part Time	Contract
Vacation Leave	21	X		
Vacation Pay	21.9		X	X
Personal Leave	22	X	X	X
General Holidays	23	X	X	X
Bereavement	24.1	X	X	X
Leave without pay	25	X	X	X
Pension Plan	38.1	X		
Full Employee benefits	38.2	X		
Limited Employee benefits	38.3		X	X
HCSA	38.4	X		

The amount of entitlement for each type of employee varies depending on employment class. See each article for specific details.

16.1 *Full Time Permanent Employees*

16.1.1 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.

16.1.2 Entitlements

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

16.2 *Part-time Permanent Employees*

16.2.1 Definition

Part-time permanent employees are persons who are employed continuously throughout the year on an indeterminate basis and whose normal scheduled hours of work are less than 75% than those established in the Hours of Work Article for the majority of the calendar year.

16.2.2 Entitlements

Part-time permanent employees shall be entitled to all provisions per the entitlement matrix and provided under this agreement, unless otherwise stated.

16.3 *Contract Employees*

16.3.1 Definition

Contract employees are people employed on a fixed term contract for both full and part-time hours and can include new hires, seasonal, and other ad hoc positions as required by the employer. Contract lengths will be for no more than 12 months with options for renewal as required. These positions are to cover the labour requirements of the employer which may not be recurring. The intent would be to convert qualified people to permanent full-time positions where possible.

16.3.2 Entitlements

Contract employees shall be entitled to all provisions per the entitlement matrix and provided under this agreement, unless otherwise stated.

17. 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.
- d) Other reasons as noted in Article 30.

18. EXTERNAL 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.

19. HOURS OF WORK

19.1 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.

19.2 Work Schedule

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

19.3 Standard Work Schedule

The hours of work for permanent full-time employees exclusive of a daily one-half (1/2) hour lunch period, shall range from 37.5 to 42 hours per week on average, depending on position. Part-time and contract hours are expected to be variable and further defined in their offer letter.

19.4 Extended Work Schedule

The extended schedule is established for employees working in extended operations (i.e., weekends, evenings, nights, or holidays). Shift schedules will be implemented based on operational requirements and may be modified from time to time.

19.5 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) 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.

19.6 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 and/or emailed at least thirty (30) calendar days in advance of the starting date of the new schedule.

19.7 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.

19.8 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.

20. LEAVE GENERAL

20.1

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.

20.2

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

20.3

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover any monies owed by the employee, an amount equivalent to unearned vacation leave taken by the employee, any leave with pay earned but unused will be paid to the employee upon termination.

20.4

All leave is to be requested in advance through Payworks. In the event of unexpected absence for personal leave causes, this can be done on employees' return or by their direct supervisor if required.

21. VACATION LEAVE

21.1 Vacation Year

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

21.2 Service

For the purposes of applying this Article and calculating vacation leave, "service" includes, for all full-time employees, length of service with the GLIAA excluding any calendar month during which he/she does not receive at least 10 (ten) days' pay.

21.3 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 21.4. Subject to operational requirements, requests for vacation leave will not be unreasonably denied.

21.4 Vacation Credits

For the purpose of this article:

- (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. The accrual of vacation credits will increase on the anniversary date on which the employee moves to their next tier.

Vacation credits will be made available to employees in advance on a 6-month rolling basis beginning at the start of the vacation year subject to article 21.3 & 21.9. These hours will be deposited to the employees Vacation Leave Bank.

Tier	Years of Continuous Service	Annual Weeks of Entitlement	6 Month Entitlement		
			37.5 hour Average work week	40 hour Average work week	42 hour Average work week
1	1 - <7 years	3 weeks	56.25hrs	60.00 hrs.	63.00 hrs.
2	>=7 - <16years	4 weeks	75.00 hrs.	80.00 hrs.	84.00 hrs.
3	>=16 - <26 years	5 weeks	93.75 hrs.	100.00 hrs.	105.00 hrs.
4	>=26 years plus	6 weeks	112.50 hrs.	120 hrs.	126.00 hrs.

21.5 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 which is also tracked by hour.

21.6 Carryover

Employees are encouraged 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.

21.7 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.

21.8 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.

21.9 Vacation Pay

This article is only applicable to those who are not eligible for vacation leave and have continuous employment.

Vacation pay is applicable to permanent part time employees only who shall not earn vacation leave credits, but shall be paid a percentage of gross earnings per pay period as follows:

1 < 6 years of service	4%
6 < 11 years of service	6%
+11 years of service	8%

21.10 Termination

In the event of termination of an employee for any reason, the employee shall be paid an amount equivalent to earned and unused vacation leave

22. PERSONAL LEAVE WITH PAY

For the purpose of this article “day” equals **average** scheduled hours per week divided by (5).

22.1 Credits

Full-time – 18 personal days per year

Part-time – 18 personal days per year, prorated based on expected annual hours compared to full time allotment. Subject to adjustments at year end based on actual hours worked.

Contract – If the position is full time they will receive the same allotment as a full-time employee, subject to a prorated amount based on contract start and end dates. Part-time contract positions are not eligible for this leave.

Personal leave allocated in advance to their Personal Leave Bank on a semiannual basis beginning January 1. An employee must complete 6 months of service before any allotment of their personal leave credits. If an employee does not work at least 10 days in a calendar month, their previously allotted credits may be reduced at the discretion of management.

22.2 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 which is also tracked by hour.

22.3 Carryover

Employees are eligible to carry forward a maximum of 18 days into the following year.

22.4 Granting of Personal Leave

An employee shall be granted personal leave with pay when he or she is unable to perform his or her duties because of illness or injury or unexpected 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.

22.5 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.

23. GENERAL HOLIDAYS & STAT LEAVE

23.1 General Holidays (Stat Leave)

The following *general* holidays (also referred to as Stat Leave) will be recognized by the Employer:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Labour Day
- Truth & Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Civic Holiday
- Employee Birthday

23.2 Credits

For the purpose of this article, a “day” equals **average** scheduled hours per week divided by (5).

Credits in hours will be allocated to the employees Stat Leave Bank on a 6-month rolling basis, starting January 1, for any of the general holidays that fall within the 6-month period following this date for all full-time employees, prorated if a new hire. Part-time and contract employees will have these credits prorated based on expected hours worked and/or contract end dates.

Credits are expected to be used up during the year.

23.3 Conversion of Days to Hours

For the purpose of applying the leave provisions in this Article, credits earned and utilized by an employee shall be calculated in hours. Leave credits will be based on earned and actual leave taken which is also tracked by hour.

23.4 Leave Usage

The intent for all employees is to utilize take these holidays on the actual dates that they occur during the year. It is understood that due to the 24/7 operations of the airport this is not always feasible. The employer will make every reasonable effort to establish staffing schedules to utilize the stat credits on the holidays. In the event the employee is scheduled to work during the holiday, these available credits can be used on an alternative lieu day. The employer reserves the right to schedule this day but will align this to what works best for the employee whenever possible as the intent is lieu day to be taken close to the original general holiday date.

23.5

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.

23.6

Where operational requirements permit, the Employer shall not schedule an employee to work December 25, December 26, and January 1 in the same holiday season.

23.7 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 Article 23.1 for a requested religious holy day off with pay under this article.

23.8 Carryover

There will be no carryover of stat leave to the following year. If due to an extenuating circumstance there are hours remaining as of Dec 1st in any given year which have not been used or scheduled prior to the end of the year, those remaining hours will be rolled into their Vacation Hours Bank, which hold the same “value” to the employee.

24. OTHER LEAVE WITH OR WITHOUT PAY

24.1 Bereavement Leave with Pay

- (a) Upon completion of three months service, an eligible 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 a member of an employee's immediate family or person residing with them. During such a 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 a member of an employee's extended family. During such a 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.
- (d) Part-time employees' entitlement with pay will only be applicable where requested leave is during a scheduled shift.

25. LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

- a) 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.
- b) Prior to the commencement of such leave, at the employee's option the employee may request in writing to continue on the GLIAA 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 GLIAA pension, benefit, and life insurance plans.
- c) Leave granted under this article 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 and personal leave.

26. WORKPLACE SAFETY & INSURANCE BOARD

26.1

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.

26.2

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 22.1

26.3

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 employee's 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 a claim. When a claim exceeds six (6) months, the Employer may arrange for the Worker's Safety & Insurance Board to directly compensate the employee.

27. LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

27.1 *Leave with Pay for Association Business*

When operational requirements permit, the employer will grant to an employee (and their Association representative) during regular working hours:

- when the employer originates a meeting with the employee who has presented the grievance
- when an employee who has presented a grievance seeks to meet with the employer
- when an employee wishes to represent, at a meeting with the employer, an employee who has presented a grievance
- when problems or differences arise between an employee and the employer to attend a meeting with the employer aimed at discussions to resolve the disagreement without resorting to the submission of a grievance
- 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

27.2 *Leave without Pay for Association Business*

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

- to the employee (and their representative) for the preparation or discussion of a formal grievance
- to an employee for the purpose of attending contract negotiation meetings on behalf of the Association
- to the duly appointed bargaining representatives to attend preparatory contract negotiation meetings

28. PAY

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

28.3 *Position description*

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

28.4 *Signing of Agreement*

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

28.5 *Payroll*

Due to 24/7 operations of the Employer, actual hours worked in a given pay period may vary from period to period. Full-time employees will be paid a bi-weekly salary based on their agreed rate in Appendix A multiplied by the biweekly hours required as it related to their position.

28.6 *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 one complete day or shift, 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.

29. OVERTIME COMPENSATION

29.1 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 with the understanding that there is often short notice or urgent need of the requirement

29.2 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 worked, or a minimum of three (3) hours' pay or the rate as specified above whichever is the greater.

29.3 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. A maximum of 46 hours total may be banked on a 12-month basis to be used as time off in lieu.

If any portion of this leave cannot be utilized by the employee by December 1st of each year, then payment in cash will be made at the employee's current regular rate of pay. At the discretion of the employer, unused banked OT hours can also be rolled into the current vacation hours bank prior to the end of the year.

29.4

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

25.4 Meal Allowance

Except when a free meal can be provided, an employee required to work unscheduled 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.

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

26. CALL-BACK PAY

26.1

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.

27. STANDBY PAY

Applies to terminal maintenance, electricians and others designated from time to time by the Employer.

27.1

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.

27.2

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.

27.3

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

27.4

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.

27.5

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

27.6

If an employee is on standby, it is not an automatic guarantee that the same employee will be whom is required to report to work. This will depend on the type of issue being addressed and the skillset of the employee.

30. STOPPAGE OF WORK

30.1 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. The employee who is laid off will be considered for future positions that become available up to 6 months from the date of layoff. An employee will be eligible for severance benefits calculated based on 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. The layoff period will not be counted as continuous service for purposes of benefits or leave credits.

30.2 Termination

An employee who is terminated (except for cause) shall receive severance benefits calculated based on 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.

30.3 Weekly Rate of Pay

The weekly rate of pay referred to 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.

30.4 Grandfathering Additional Severance Benefits

Article 30.5 is only applicable to employees who were employed on or before December 31, 2019, and is not applicable to employees who begin employment on or after January 1, 2020.

30.5 Additional Severance Benefits

Additional severance is provided to an employee whose employment ends due to Retirement or Death shall receive severance benefits calculated based on 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 will receive 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. STATEMENT OF DUTIES

31.1

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.

31.2

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

32. STAFFING

This article is only applicable to positions included in and covered by this collective agreement.

32.1 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.

32.2 Merit

For the purpose of establishing the basis for selection according to merit under article 32, 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.

32.3 Job Notices

The employer shall post all permanent vacancies, including a newly created position where applicable, 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 because 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.

32.4 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 Airside Operations Center and Terminal Maintenance.

The selection representative(s) shall interview all candidates in the bargaining unit who meet the posted basic requirements for the position(s).

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.

32.5 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. EMPLOYEE PERFORMANCE APPRAISAL AND EMPLOYEE FILES

33.1

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.

When a formal Performance Appraisal of an employee's performance is made, the employee must be given an opportunity to sign the appraisal form upon 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 an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

33.2

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

33.3

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.

33.4

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

33.5

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

34. HEALTH AND SAFETY

34.1

The Employer and the Association 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 will welcome suggestions on the subject from the Association.

34.2

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

35. EDUCATION AND CAREER DEVELOPMENT LEAVE

35.1

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.

35.2

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 to an equal amount.

35.3

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.

35.3

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, subject to the provision of the Educational Reimbursement policy.

Employees on employer required training shall be reimbursed all pre-approved expenses including reasonable travel, other expenses that the employer may deem appropriate.

36. SUSPENSION AND DISCIPLINE

This article does not apply to probationary employees.

36.1

An employee may only be disciplined for cause. The "Discipline Policy" can be found on the employee intranet and is available in printed form on request.

36.2

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.

36.3

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

36.4

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

36.5

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.

36.6

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 archived and no longer applicable in relation to employee discipline or performance.

36.7

The employer recognizes the principle of progressive discipline where appropriate.

37. GRIEVANCE PROCEDURE

37.1 Discussion

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

37.2

In this grievance procedure, if the employee(s) or Association 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 Association, 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 Association or employee(s) until they have received the employer's response.

37.3

Employee(s) and the Association 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), an Association representative shall also be invited to attend.

37.4

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

37.5

The Employer has designated the Chief Financial Officer as the representative at each level in the grievance procedure.

37.6 Step One

Within fifteen (15) days of an unsatisfactory conclusion of the discussion process as described in 40.1, the employee(s) or Association may submit a grievance to the Employer representative designated. The grievance shall be presented in writing and signed by the employee(s) and/or the Association representative in the case of an Association originated grievance. The time limit for response is 30 days.

37.7 Step Two

- a) If the grievance is not resolved at Step One, the grievance may be referred to mediation or arbitration, by the Association, by notice in writing to the Employer's representative designated, within thirty (30) days after receipt of the Employer's response to Step One.
- b) Upon receipt of the written notice of referral of a grievance to arbitration, the Association shall submit within ten days a name or list of names, address (es) and business phone number(s) of the person or persons the Association 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 ten days, notify the Association accordingly and grievances shall be submitted to that arbitrator.

- c) If the Employer does not accept any of the persons suggested by the Association, the Employer shall within ten days notify the Association 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 the Minister of Labour to seek the appointment of an arbitrator.

37.8

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

37.9

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

38. PENSION AND BENEFIT AND PLANS

Employees will be eligible to participate in the employer's pension and benefit and insurance plans subject to section 16.

The employer will use their 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.

38.1 CAC Pension Plan

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

Subject to the CAC Plan eligibility criteria the Defined Contribution Plan is available to Employees as identified within the entitlement matrix in section 16.

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. The conditions indicated within this booklet take precedence.

38.2 Benefit Plan

Subject to the eligibility criteria, limitations and exclusions under each plan, the Employer offers full time permanent employees:

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

38.3 Limited Benefit Plan

Subject to the eligibility criteria, limitations and exclusions under each plan, the Employer offers part time & contract employees working at least 30 hours after 6 months of continuous employment:

- 5) Dental Plan
- 6) Extended Health Care Plan

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.

38.4 Employee Health Care Spending Account

For all Full-time permanent employees, the employer will provide a \$500 (annual) Health Care Spending Account (HCSA). The HCSA will be administered by the Employer’s Benefit Plan Provider and details can be found within the Group Benefits Plan booklets.

39. 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.

40. 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.

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 clothing as identified in the *Clothing Policy* held outside the Collective Agreement. This policy will be reviewed on an annual basis in consultation with the Association to ensure adequate clothing is provided.

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.

The “Uniform Policy” can be found on the employee intranet and is available in printed form on request.

41. 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

c) leave with pay is limited to 5 days, at the discretion of the CEO.

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

42. PHYSICAL FITNESS

42.1

The parties agree that specific positions require the incumbent to 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. Upon hire a medical and fitness test may be required as a condition of employment. Once hired the incumbent is expected to maintain the level of fitness required by his or her position.

42.2

The Employer may request a medical assessment and/or job simulation task appraisal assessment should the physical fitness level of an employee be in question as to whether they are able to perform their job responsibilities. Consultation will take place with the Association; however, the Employer reserves the right to a final decision.

42.3

A reasonable time period will be provided for employees for physical fitness subject to operational requirements.

Appendix “A” - Rates of Pay

Position	2025	2026	2027	2028	2029
Maintenance Services 1 (Contract)	21.00	21.63	22.28	22.95	23.64
Maint. & Emergency Services 2	37.39	38.51	39.67	40.86	42.08
Maint. & Emergency Services 3	39.69	40.88	42.10	43.37	44.67
Airport Comfort Enhancer & Security 1 (Contract)	20.00	20.60	21.22	21.85	22.51
Airport Comfort Enhancer & Security 2	22.00	22.66	23.34	24.04	24.76
Airport Comfort Enhancer & Security 3	23.90	24.62	25.36	26.12	26.90