

COLLECTIVE AGREEMENT

BETWEEN

**THE SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION**

And

PUBLIC SERVICE ALLIANCE OF CANADA

RECEIVED
SEP 22 2004

EXPIRY DATE : March 31st, 2009

13331(01)

ARTICLE 1

PURPOSE

1.01

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance, and the Employees, and to set forth herein certain Terms and Conditions of Employment upon which agreement has been reached through Collective Bargaining.

1.02

The provisions of this Agreement apply to the Alliance, Employees, and the Employer.

ARTICLE 2

RECOGNITION

2.01

Bargaining Agent is defined as Public Service Alliance of Canada (PSAC) and hereafter referred to as the "Alliance".

2.02

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

ARTICLE 3

EMPLOYMENT RIGHTS

3.01

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

ARTICLE 4

UNION SECURITY

4.01

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

4.02

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

4.03

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

4.04

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

4.05

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

4.06

The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, limited to the amount actually involved in the error.

4.07

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

ARTICLE 5

OPERATIONAL REQUIREMENTS

5.01

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

ARTICLE 6

STRIKES AND LOCKOUTS

6.01

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

6.02

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

ARTICLE 7

JOINT CONSULTATION

7.01

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

7.02

The employer agrees to meaningful consultations concerning changes to conditions of employment, or working conditions. This Article will not infringe upon the Employer's prerogatives exercised in **Article 3.01**.

ARTICLE 8

INFORMATION

8.01

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

8.02

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

8.03

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

8.04

The Employer shall provide the Union with Audited Annual Financial Statements within thirty (30) days following acceptance of such statements by the SSMADC Board of Directors.

ARTICLE 9

USE OF EMPLOYER FACILITIES

9.01

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

9.02

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

9.03

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

9.04

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

9.04b Parking

The employer agrees to provide the Public Service Alliance of Canada a parking permit for its use at no cost.

9.05

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

ARTICLE 10

EMPI YEE RESENTATI

10.01

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

10.02

The Alliance shall determine the jurisdiction of each representative.

10.03

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

10.04

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

10.05

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

ARTICLE 11

GRIEVANCE PROCEDURE

11.01

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

11.02

If a difference arises between the Employer and Employee(s), an informal meeting may take place between the parties in the dispute, at the workplace. The Employee shall have a Union Representative present at this meeting if so desired. The meeting will be held in private. If a subsequent meeting is required to settle the dispute, a Union Representative shall be required. Where discussion on problems or differences occur, the time limits in *Article 11.09*, will not commence until five (5) working days after the conclusion of these discussions.

11.03

(i) If any dispute arises between:

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

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

11.04

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

11.05

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

11.06

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

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

11.07

The Employer shall designate a representative at each Level of the Grievance Procedure, and shall inform each Employee of the title of the person so designated. This information shall be communicated to Employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the Employees to whom this Grievance Procedures applies.

11.08

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

11.09 - Level 1

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

11.10 - Level 2

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

11.11

a) (i) It is agreed that at the request of either party an attempt at a settlement will be carried out with the aid of a mediator mutually agreed to. This process shall take place within the twenty-five (25) working days period prior to referring the grievance to Arbitration.

(ii) If the grievance is not settled to the satisfaction of the Grievor through mediation, if requested, the Grievor may refer the grievance to Arbitration within twenty-five working (25) days. The parties agree that a single Arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within ten working (10) days.

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

11.12

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

11.13

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

11.14

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

11.15

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

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

11.16

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

ARTICLE 12

SUSPENSION AND GRIEVANCE

12.01

No **Employee** will be disciplined without just and sufficient cause.

12.02

When an **Employee** is suspended from duty with pay, pending investigation, the **Employer** undertakes to notify the **Employee**, and the **Bargaining Agent**, in writing, of the reason for the suspension within ten (10) calendar days.

12.03

The **Employer** shall notify the **Local Representative** of the **Alliance** immediately that such a suspension has occurred, and the purpose of the investigation.

12.04

The **Employer** shall notify, in writing, the **Bargaining Agent**, and the **Employee**, the results of the investigation within ten (10) calendar days, following completion of the investigation.

12.05

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** shall have a representative of the **Bargaining Agent** in attendance to represent the **Employee** at the meeting. The **Employee** and the **Bargaining Agent** shall receive at least one (1) day's notice of such meeting.

12.06

The **Employer** shall not introduce as evidence in a hearing relating to disciplinary action, any document from the file of an **Employee**, the content of which the **Employee** was not aware of at the time of filing, or within a reasonable period thereafter. The **Employee** or the **Alliance Representative** will acknowledge receipt of any such document upon **Management's** request.

12.07

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

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

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

A *Level 3* disciplinary action is a suspension without pay for a period *in excess of five (5) calendar days*. The record of such action will be removed from the Personnel file after forty-eight (48) months if no further disciplinary action occurs in that period.

A *Level 4* disciplinary action is *dismissal*.

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

ARTICLE 13

DISCRIMINATION

13.01

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

13.02

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

ARTICLE 14

HARASSMENT

14.01

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

Each new Employee will be given a copy of the Harassment Policy and appropriate joint training will be provided as soon as practicable.

14.02

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

14.03

A joint Union Management Harassment Policy shall be the standard in dealing with complaints of harassment.

ARTICLE 15

EMPLOYEE STATUS

15.01 - Full Time Employees

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

15.02 - Seasonal Employees

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

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

The SSMADC will pay the monthly premium for Health Insurance for Seasonal Employees, for the period of time they are employed with the SSMADC (Plan of the Employees' choice) providing the Employee provides proof of Insurance and cost of the Plan at the beginning of the season. The maximum rate of contribution will not exceed what the Employer is currently paying for its Full Time Employees. For Employees who cannot provide proof of insurance, a payment will be made in lieu to the maximum level of Two Hundred Dollars (\$200.00) per month of employment.

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

If a *Seasonal Employee* is not recalled because of a change in employment requirement, he or she shall be entitled to severance payments as per *Article 36 Severance* of the Collective Agreement.

Continuous service will be calculated based on actual time employed. *Seasonal Employees* will not accrue vacation credits as per *Article 26 Vacation Leave*, but will be provided with four percent (4%) Vacation Pay on a bi-weekly basis.

15.03 - Term Employee

A Term Employee is an Employee who is appointed to a position for specific period of time and for a specific job requirement. Appointments may be renewed as required at the Employer's discretion. The Term Employee will not become a Full Time Employee until a permanent position is identified, and such job will be filled as per Article 30, or **that a Term Employee will become a Full Time Employee after 5 years. This will be reduced to 3 years in the case of an individual fully qualified as both a heavy equipment operator and fire fighter. This may be reduced to 3 years in the case of an individual that has any other combination of skills acceptable to management.**

Term Employees shall be considered to have completed the requirements of **Article 16 Probation** during the initial six (6) months of Term Employment.

Term Employees shall be covered by all the provisions contained in this Collective Agreement except where noted.

ARTICLE 16

PROBATION

16.01

All new Employees shall complete a six (6) month probationary period. The Employer has the exclusive right to dismiss the Employee during the probationary period, and such dismissal shall be excluded from the grievance procedure. Termination for unsatisfactory performance will take place in accordance with the conditions outlined in **Article 16.02**.

16.02

During the probationary period, an Employee will have his, or her performance discussed and reviewed with them bi-monthly.

ARTICLE 17

HOURS OF WORK

17.01

For the purpose of this Article:

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

17.02 - Schedules of Work

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

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

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

17.03 - Changes to Schedules of Work/Hours of Work

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

- d) Any special arrangement may be at the request of either party, and must be mutually agreed between the Employer and the majority of Employees affected, and shall apply to all Full Time Employees at the work unit who are affected.

Changes to Hours of Work:

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

17.04 - Compressed Work Week

General Terms:

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

17.05

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

ARTICLE 18

CONVERSION OF DAYS TO HOURS - COMPRESSED WORK WEEK

18.01

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

18.02

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

ARTICLE 19

E/REPOR' G PAY

19.01

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

19.02

- a) Overtime will be assigned by the Employer with qualified Employees on the basis of minimizing costs, and equalization of opportunities. Overtime hours offered will be charged to Overtime Lists.
- b) Except in cases of emergency, the Employer shall give at least four (4) hours' notice of any requirement for overtime.

19.03

Overtime shall be compensated on the following basis:

- a) time and one-half (1-1/2) for each hour worked in excess of the Employee's normal scheduled daily hours.
- b) time and one-half (1-1/2) for each hour worked on the first day of rest and double time (2x) for each hour worked in excess of the Employee's normal daily hours worked on that day of rest.
- c) double time (2x) will be paid for all time worked on his, or her second and subsequent day of rest provided the days of rest are consecutive.

- d) double time (2x) after eight (8) consecutive hours of overtime.
- e) an Employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the Employee. Overtime must be preauthorized by the designated Employer Representative to be eligible for compensation.
- f) unless the Employee has requested Compensatory Leave With Pay, the Employer will pay overtime compensation within two (2) weeks of submission of the overtime claim.
- g) when an Employee wishes banked Compensatory Leave to be paid out, it shall be paid within three weeks of submission of the request.

19.04

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

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

19.05

- a) Overtime shall be compensated in cash, except where upon request of an Employee, overtime may be compensated in equivalent leave with pay to a maximum of ten (10) working days' leave. The duration of such leave will be equal to the overtime worked, multiplied by the applicable overtime rate.
- b) The Employer shall grant Compensatory Leave With Pay, at the earned applicable rate of pay, at a time convenient to the Employee and the Employer.
- c) *Compensatory Leave With Pay not used by October 31st, for all employees except for those employees that are severing their employment, will be paid for at the earned applicable rate of pay. Each year a new overtime list will start for all employees on November 1st. This overtime list will consist of a running total of all overtime opportunities offered in hours.***
- d) An Employee who works three (3) or more hours of overtime, immediately following the Employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of **Twelve Dollars (\$12.00)**, except where free meals are provided.
- e) When an Employee works overtime continuously beyond the period provided in d) above, the Employee shall be reimbursed for one (1) additional meal in the amount of **Twelve Dollars (\$12.00)** for each four (4) hour period of subsequent overtime worked, except where free meals are provided.

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

ARTICLE 20

CALL BACK

20.01

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

20.02

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

20.03

That an employee called back to work shall receive meal allowances as provided for in Article 19 Overtime/Reporting for each (8) hour period of call back

ARTICLE 21

WASH UP TIME

21.01

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

ARTICLE 22

SHIFT PREMIUMS

22.01

An Employee working on shifts will receive a shift premium of One Dollar and ten cents (\$1.10) per hour for all hours worked, including overtime hours between 4:00 P.M., and 8:00 A.M. The shift premium will not be paid for hours worked between 8:00 A.M., and 4:00 P.M.

22.02

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

ARTICLE 23

PAY ADMINISTRATION

23.01

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

23.02

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

23.03

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

23.04

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

23.05

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

23.06

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

23.07 - Acting Pay

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

23.08

Any new positions in the Bargaining Unit created by the Employer shall have their rate of pay established by negotiations between the Employer and the Bargaining Agent.

23.09 Retroactivity

Full retroactivity of any monetary entitlements from the end date of the last collective agreement till the signing of the new collective agreement.

ARTICLE 24

LEAVE GENERAL

24.01

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

ARTICLE 25

DESIGNATED PAID HOLIDAYS

25.01

The following days shall be designated paid holidays for Employees:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day

- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day
- k) Civic Holiday in August
- l) One (1) additional day when proclaimed by an Act of Parliament as a National Holiday.

25.02

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

25.03

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

25.04 - Lieu Days Continuous Operations Staff

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

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

Employees scheduled to work on the statutory holiday will receive two and one-half (2-1/2x) pay for that day, in lieu of time off; or (1-1/2x) pay for that day and an additional day off within the fiscal year. Employees whose scheduled day off falls on a statutory holiday will be given one day off during the fiscal year if possible. If not the employee will be compensated one-day pay.

25.05 – Designated Paid Holidays (Clarification)

Continuous operations staff will receive eleven (11) designated paid holidays, added to their vacation, less any days actually worked according to a schedule agreed to in advance. For such days actually worked, Employees will be compensated double time and one half (2 ½ x) pay, or time and one half (1 ½ x) pay and **an** additional Vacation day.

ARTICLE 26

VACATION LEAVE

26.01

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

Notification requirements:

- (i) For leave periods of more than one (1) week - requests to be submitted by February 28th
- (ii) For leave period of one (1) week – Twenty-One (21) calendar days' advance notice
- (iii) For one (1) day leave periods - one (1) week's advance notice required.

Pending operational requirements, requests with shorter notification will not be unreasonably denied.

26.02

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

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

effective April 1, 2005 two and one-twelfth (2-1/12) days commencing with the month in which the employee's eighteenth (18th) anniversary of continuous services occurs;

effective April 1, 2007 two and one-twelfth (2-1/12) days commencing with the month in which the Employee's seventeenth (17th) anniversary of continuous service occurs;

- d) two and one-half (2-1/2) commencing with the month in which the Employee's twenty-ninth (29th) anniversary of continuous service occurs.

effective April 1, 2005 two and one-half (2-1/2) days commencing with the month in which the employee's twenty-eighth (28th) anniversary of continuous services occurs;

effective April 1, 2007 two and one-half (2-1/2) days commencing with the month in which the Employee's twenty-seventh (27th) anniversary of continuous service occurs.

26.03

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

- a) the length of continuous service with the Employer for Employees hired subsequent to March 28, 1998.

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

26.04

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

26.05

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

26.06

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

26.07

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

26.08

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

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

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

26.09

It is agreed by the parties that it is both appropriate and desirable that each employee utilize his or her full vacation entitlement during the vacation year in which such vacation entitlement is earned. Up to two days, or under special circumstances, a maximum of two (2) weeks' Annual Leave will be permitted to be carried over in any fiscal year. In cases where some, or all of an Employee's leave has been cancelled and alternative time requested has not been made available by the employer, the full amount of such cancelled leave shall be carried over into the next fiscal year or the Employee may choose to cash out the leave on a straight time basis if he, or she does not wish to carry it forward.

26.10

The Employer will make every reasonable effort:

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

26.11

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

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

26.12

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

26.13

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

26.14

Requests for Vacation Leave made by February 28th, of each year, will take precedence over requests made at a later date. Requests made by February 28th will be granted or denied by March 21st. Conflicts in scheduling of requests for Vacation Leave, made by February 28th shall be resolved by granting the Leave request by the Employee with the most continuous service as defined in this Article. This priority request may be limited by Management, to two weeks to resolve conflicts.

ARTICLE 27

EDUCATION AND CAREER DEVELOPMENT LEAVE

27.01

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

27.02

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

27.03

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

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

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

27.04

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

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

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

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

Employees on Career Development Leave shall be reimbursed for all reasonable travel, as per the Sault Ste. Marie Airport Development Corporation Travel Policy, and other expenses incurred by them, which the Employer may deem appropriate, including one, five-minute long distance call per day.

ARTICLE 28

LEAVE WITH OR WITHOUT PAY FOR ALLIANCE OR UNION BUSINESS

28.01

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

28.02

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

28.03

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

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

28.04

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

28.05

The Employer will grant Leave With Pay to two (2) Employees during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance. *Leave without pay will be wanted to additional employees pending operational requirements and sufficient notice provided to eliminate any need for overtime cost.*

28.06

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

28.07

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

28.08

Recognizing that circumstances may arise whereby an Employee is required to perform Administrative or Executive duties on behalf of UCTE Local 00009, the Employer agrees, on receipt of reasonable advance notice, to grant Leave Without Pay, subject to operational requirements.

28.09

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

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

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

28.10

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

ARTICLE 29

OTHER LEAVE WITH OR WITHOUT PAY

29.01 - Marriage Leave With Pay

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

29.02 - Court Leave

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

- a) for Jury Duty
- b) for attendance as a subpoenaed witness

29.03 - Injury On Duty Leave/Work Related Illness Leave

An Employee shall be granted Injury On Duty Leave With Pay when a claim has been made, pursuant to the Workplace Safety and Insurance Act, and the Workers' Safety and Insurance Board has notified the Employer that it has certified that the Employee is unable to work because of personal injury, occupational illness, or disease, accidentally received in the performance of his, or her duties, and not caused by the Employee's willful misconduct.

Any Employee that suffers from an occupational injury, illness, or disease must apply for Workplace Safety and Insurance Benefits. Pending the decision from the Workplace Safety and Insurance Board, the Employee will be advanced Injury on Duty Leave Benefits. When the Employee receives entitlement to his, or her benefits from the Board, they will present the entitlement stub to Administration. The Employee will be responsible for their normal contribution to their Pension and Benefits Plans, and shall complete all necessary forms at Administration.

29.04 - Bereavement Leave With Pay

- a) For the purpose of this Clause, "immediate family" is defined as Father, Mother (or alternatively, Stepfather, Stepmother, or Foster Parent), Brother, Sister, Spouse (including Common Law Spouse resident with the Employee), Child (including Child of Common Law Spouse), Stepchild, or Ward of the Employee, Father in Law, Mother in Law, and relative permanently residing in the Employee's household, or with whom the Employee permanently resides.
- b) When a member of the Employee's immediate family dies, an Employee shall be entitled

to Bereavement Leave With Pay of four **(4)** calendar days. In addition, the Employee may be granted up to two (2) days' Leave With Pay for the purpose of travel related to the death.

- c) An Employee is entitled to one (1) day's Bereavement Leave in the event of the death of his, or her Grandparent, Grandchild, Son in Law, Daughter in Law, or Brother in Law, Sister in Law.
- d) If, during a period of scheduled Vacation or Compensatory Leave, an Employee is bereaved under this Clause, the Employee shall be granted Bereavement Leave With Pay, and the Compensatory, or Vacation Leave credits shall be restored accordingly.
- e) It is recognized by the parties that the circumstances which call for Leave in respect of Bereavement is based on individual circumstances. Upon request, the Employer may, after considering the particular circumstances involved, grant Leave With Pay for a period greater than that provided in paragraphs b) and c) of the Article. Such Leave shall not be unreasonably withheld.

29.05 - Maternity/Paternity/Adoption Leave Without Pay

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

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

During any period of Parental Leave, the Employer shall continue to pay its applicable share of the cost of all pension, benefit, and life insurance plans. The Employee will be responsible for his, or her applicable share of the cost of the Sault Ste. Marie Airport Development Corporation Pension, Benefit, and Life Insurance Plans.

29.06 Maternity, or Parental Leave Without Pay

General

- a) **An** Employee shall notify the Employer, in writing, at least four **(4)** weeks in advance of the initial date of the intended period of Leave under this Article, unless there is a valid reason why the notice cannot be given.
- b) Where the Employee's newborn child is born prematurely, or is born with, or contracts a condition that requires hospitalization during the period of Maternity Leave under this

Article, and the Employee returns to work during all, or any part of any periods, which the newborn child is hospitalized, the Employee may resume their Leave.

- c) Leave granted under this Article shall be counted for the calculation of service for the purpose of calculating Severance Pay, Vacation Leave, seniority and pay increments under this Agreement.
- d) When the Employee returns to work from any period of Leave under this Article, the Employer will return the Employee to the same position, which was held prior to the Leave, provided the position exists, but in any event, the Employee shall be reinstated to a comparable position with the same wages and benefits.

29.07 - Leave With or Without Pay For Other Reasons

Subject to operational requirements, the Employer shall grant:

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

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

ARTICLE 30

STAFFING PROCEDURE

30.01

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

30.02

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

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

30.03

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

30.04

The poster shall contain the following information:

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

- b) the salary of the position to be filled.

30.05

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

30.06

The poster shall be forwarded to the Bargaining Agent prior to posting.

30.07

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

30.08

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

30.09

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

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

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

30.10

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

30.11

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

ARTICLE 31

JOB CLASSIFICATION

31.01

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

31.02

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

ARTICLE 32

STATEMENT OF DUTIES

32.01

Upon written request, an Employee shall be provided with a complete and current statement of the duties and responsibilities of his, or her position, including the Classification Level, and where applicable, the point rating allotted by factor to his, or her position, and an Organization Chart depicting the position's place in the organization.

32.02

Other Related Duties will be distributed in a fair and equitable manner.

ARTICLE 33

EMPLOYEE FILES

33.01

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

ARTICLE 34

TECHNOLOGICAL CHANGE

34.01

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

ARTICLE 35

LAYOFF/RECALL

35.01

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

35.02

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

ARTICLE 36

SEVERANCE

36.01

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

36.02

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

ARTICLE 37

BREAK IN SERVICE AND EMPLOYMENT

37.01

Service and employment will be terminated when an Employee:

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

ARTICLE 38

SENIORITY

38.01

Seniority shall mean length of service in the Bargaining Unit (This includes service prior to transfer date of March 28th, 1998).

38.02

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

ARTICLE 39

HEALTH AND SAFETY

39.01

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

39.02

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

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

39.03

If an Employee who is pregnant expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall make every reasonable effort to find alternate duties for the Employee within or outside the bargaining unit and in a manner consistent with this agreement and the law.

39.04

The Employer will provide training for one union member of the Joint Health & Safety Committee who is named by the union for the duration of this contract. Should this employee leave our employment we will train a replacement named by the union, under the same provisions. Training will be equivalent to the Workers Health & Safety Centre's Level I & 2 certification. Arrangement will be made for the employee to obtain such training as soon as possible with the Employer covering the cost of materials, instruction and lost wages.

ARTICLE 40

SICK/PERSONAL NEEDS LEAVE WITH PAY

40.01

Sick leave, or Personal Needs Leave shall be earned at a rate of one (1) day per month.

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

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

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

40.03

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

40.04

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

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

40.05

Sick Leave Credits earned and banked to April 1st, 2002 will remain in the Sick Leave bank of the Employee. All earned and unused Sick Leave Credits will be carried over on a continuing basis.

40.06 - Return of Credits When Injury on Duty is Approved

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

ARTICLE 41

PENSIONS/RRSP's

41.01

The Employer will contribute to a self directed Registered Retirement Savings Plan in the following manner:

A contribution of up to 5% will be deducted from regular pay for each Full Time Employee, and a matching contribution will be collected from the SSMADC and placed into the Plan on the Employee's behalf.

A contribution of up to 5% will be deducted from regular pay for each Term Employee with one year or more continuous employment, and a matching contribution will be collected from the SSMADC and placed into the Plan on the Employee's behalf.

ARTICLE 42

HEALTH AND BENEFIT PLANS

42.01

The Employer will maintain a Health and Benefit Plan and any changes to the Plan will be carried out after meaningful consultation between the SSMADC and the Union.

ARTICLE 43

PARKING

43.01

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

ARTICLE 44

TRAVEL

44.01

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

44.02

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

- 1) afforded transportation and accommodation that is of good quality and reasonable;
- 2) that allowances, rates, and conditions of reimbursement are sufficient to ensure that

Employees shall not be out of pocket for expenses incurred while traveling on SSMADC business.

44.03

When Employees are required to travel and stay overnight, they shall be compensated at the rate of fifty-five dollars (\$55.00) per Diem. Part days in travel status shall be paid as per Appendix "A" of the SSMADC Travel Policy.

44.04

When Employees are required to travel on a day of rest, they shall be compensated at the straight time rate of pay, up to their regular hours of work.

ARTICLE 45

CLOTHING ALLOWANCE

45.01

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

45.02

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

45.02(a)

Items covered by this Article include Safety Footwear, Uniform Shirts, Pants, Skirts, Blazers, Jackets, Parkas, T-shirts, and Sweaters.

45.03

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

45.04

The Employer will continue the practice of providing non-prescription sunglasses as required for Airport Maintenance Technician Personnel.

45.05

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

ARTICLE 46

STANDARD OPERATING PROCEDURES

46.01

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

ARTICLE 47

AGREEMENT REOPENER

47.01

This Agreement may be reopened and amended by mutual consent.

ARTICLE 48

DURATION

48.01

This Agreement will run from April 01, 2004, for five (5) years, until March 31, 2009.

ARTICLE 49

PAY

49.01

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

Signed at Sault Ste. Marie, Ontario this 18 day of August, 2004.

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

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

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APPENDIX "A"

Rates of Pay

Effective 1 April 2004

Tech 1

1	2	3	4	5
HOURLY				
18.19	18.78	19.37	19.96	20.65
ANNUAL				
37,835.20	39,062.40	40,289.60	41,516.80	42,952.00

Effective 1 April 2004

Tech 2

1	2	3	4	5
HOURLY				
14.26	14.71	15.17	15.63	16.16
ANNUAL				
29,660.80	30,596.80	31,553.60	32,510.40	33,612.80

Effective 1 April 2004

Clerical

1	2	3	4	5
HOURLY				
15.82	16.33	16.84	17.35	17.94
ANNUAL				
30,849.00	31,843.50	32,838.00	33,832.50	34,983.00

That all pay levels be increased yearly for the term of the contract on April 1 by the greater of 2% or the National 12-month CPI rates as of December 31st of the previous year and based on the average base salary of all bargaining unit staff on March 31st of that year. For the first year of the contract the National 12-month CPI rate was 2% for December 2003, which would amount to an increase of \$0.35 per hour.

APPENDIX "B"

MEMORANDUM OF AGREEMENT #1

PROFIT SHARING PLAN

Between

SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION

And

PUBLIC SERVICE ALLIANCE OF CANADA

A Profit Sharing Bonus on total Bargaining Unit base salary costs will be provided. This Bonus will be divided equally among all Bargaining Unit Staff based on the following formula:

A one-tenth (1/10) of one percent (0.1%) Profit Sharing Bonus will be provided to Employees for each 1,000-passenger increase realized above the base of 120,000 passengers, **up to a maximum of 170,000 passengers (that is to a maximum of 5%)**

Example: 130,000 passengers = 1% Profit Sharing Bonus
137,000 passengers = 1.7% Profit Sharing Bonus

Lump sum payments will be made annually, December 15th, in each year of the Collective Agreement for which the passenger number exceeds 120,000 (the base) based on one year of passenger statistics beginning December 1st, of the previous year, and ending November 30th, of the current year.

Seasonal Staff will be entitled to this benefit on a prorated basis.

Signing Bonus:

A signing Bonus of \$460.00, for each continuing Full Time and Term Employee, and \$190.00, for each Seasonal Employee will be provided as soon as possible after signing.

APPENDIX "B"
PROFIT SHARING PLAN (cont'd.)

Signed this 18 day of August, 2004.

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

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

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APPENDIX "C"

MEMORANDUM OF AGREEMENT #2

PHYSICAL FITNESS - FIREFIGHTERS

-Between-

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

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

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

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

Firefighter Training

All employees that are certified airport firefighters will be allowed **24** hours (3 shifts) per quarter of on-duty status time for the updating and maintaining firefighting knowledge and skills.

Signed this 18 day of August, 2004.

SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION
(EMPLOYER)

PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)

Dan T. Lewis
[Signature]
Kat Jay
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Diane Letang
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Todd Wojcik
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