

# **COLLECTIVE AGREEMENT**

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**BETWEEN**

 **TBI Airport Management Inc. Company**

**(EMPLOYER)**

**AND**

RECEIVED  
MAR 14 2006



**Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada**



**LOCAL 00005**

**(UNION)**

**Effective  
July 1, 2005 to December 31, 2006**

13570(01)

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## **Article 1 – Purpose**

1:01 The purpose of this Agreement is to establish harmonious and mutually beneficial relationships between the Employer, the Union and the employees in the bargaining unit and to set forth certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

## **Article 2 – Existing Terms and Conditions of Employment**

2:01 The Employer shall maintain all policies, practices, and conditions of employment in place on November 1, 2005, which are not specifically addressed and modified by this Agreement.

2:02 Without limiting the provisions of clause 2:01, existing policies, practices and conditions of employment include benefits provided by Great West Life and the Royal Bank of Canada, and leave and absence provisions (excluding short term disability) which match those provided by the collective agreement in effect between the Employer and CAW Canada Local 2002.

## **Article 3 – Union Recognition and Bargaining Unit Work**

3:01 The Employer recognizes the Union as the exclusive bargaining agent for all employees who hold the classification of Supervisors employed by TBI AIRPORT MANAGEMENT CANADA INC., as referred to in the Certificate issued by the Canada Industrial Relations Board on June 30<sup>th</sup>, 2005, pursuant to section 24 of the Canada Labour Code.

3:02 Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this agreement, except in cases of emergency, training, instruction, or other situations that threaten the integrity of the operation.

## **Article 4 – Management Rights**

4:01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this collective agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline and discharge employees who have successfully completed their ninety (90) day probationary period for just cause provided that a claim by an employee who has successfully completed his or her ninety (90) day probationary period that he/she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) determine in the interests of efficient operation and high standards of service the hours of work, work assignments, methods of doing work, and the working establishment of the service;
- d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this collective agreement; and
- e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this collective agreement.

4:02 The Employer shall exercise its rights in a reasonable manner and subject to and consistent with the provisions of the collective agreement.

**Article 5 – Union Security & Check-off**

5:01 Subject to the provisions of this Article, the Employer will deduct an amount equal to the membership fees from the pay of all employees in the bargaining unit. All employees shall, as a condition of their continued employment become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.

5:02 For the purpose of applying this Article, deductions from pay for each employee will start with the first payday on which the employee has earnings.

5:03 The Union shall inform the Employer in writing of the percentage of gross wages to be checked off for each employee.

- 5:04 The amounts deducted in accordance with Article 5:01 shall be remitted to the Comptroller of the Union by cheque once a month, within one week of the last payday of the month, and shall be accompanied by particulars identifying each employee and deductions made on the employees' behalf.
- 5:05 No employee organization, other than the Union, shall be permitted to have dues and other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 5:06 The Union agrees to indemnify and save the Employer harmless against any claim of 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.
- 5:07 This Article does not apply to any employee(s) who establishes an entitlement to an exemption pursuant to the provisions of the *Canada Labour Code*.

#### **Article 6 – Union Access**

- 6:01 The Employer shall provide bulletin boards in a convenient location in the workplace for posting of Union notices. All material posted to the Union bulletin boards must be approved by the Director of Human Resources and such approval shall not be unreasonably denied.
- 6:02 The Employer shall provide the Union Local with reasonable office space including a desk, telephone, file cabinet, use of a computer, fax machine and photocopier.
- 6:03 A designated representative of the Union may be permitted access to non-secure areas of the Employer's premises to assist in the resolution of a complaint or grievance and to attend Union/Management meetings.

#### **Article 7 – Employee Representatives**

- 7:01 The Employer agrees to recognize not more than four (4) employees as representatives for the purpose of representing the employees, one of whom shall be solely responsible for health and safety matters. The Union shall notify the Employer in writing of the name and jurisdictions of its representatives.

- 7:02 It is understood that any training provided to the health and safety representative during working hours shall be provided exclusively by the Employer.
- 7:03 Representatives shall obtain the permission of the immediate authorized management representative, or if unavailable, his or her designate, before leaving the work area to investigate employee complaints, to meet with management representatives for the purpose of dealing with grievances and to attend meetings called by the management. Such permission shall not be unreasonably withheld.
- 7:04 No more than one representative shall have the authority to investigate any single incident at any time, other than in the case of a health and safety related incident, in which case both the designated health and safety representative and one other designated union representative may participate in the investigation.

### **Article 8 – No Strikes or Lock-outs**

- 8:01 The parties agree that there shall be no strikes or lockouts during the terms of this Agreement.

### **Article 9 – Information**

- 9:01 Upon ratification of the collective agreement the Employer shall provide the Local Union with a list of names, current departments, position titles, classifications, and hire dates for all employees in the bargaining unit.
- 9:02 The Employer shall inform the President of the Local Union of the PSAC of any new hire to the bargaining unit by providing him/her with a copy of the letter of offer when issued to the new employee. A Union representative shall be given the opportunity to meet with the new member for fifteen minutes, during working hours and without loss of pay, within five working days of being notified of the new hire.
- 9:03 The Employer agrees to supply each employee with a copy of the collective agreement within one (1) month after receipt from the printer.

### **Article 10 - No Discrimination No Harassment**

- 10:01 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 age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status,

mental or physical disability, membership or activity in the Public Service Alliance of Canada, marital status or conviction for which a pardon has been granted.

10:02 All employees have the right to work in an environment free of sexual harassment. All complaints of sexual harassment shall be investigated by the Employer, and if unresolved, are subject to the grievance procedure contained in this Agreement.

### **Article 11 – Grievance and Arbitration Procedure**

11:01 The parties agree that discussions 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 discussions between employees, Union representatives and Employer Representatives.

#### **Informal Stage**

11:02 If a difference arises between the Employer and employee(s), an informal meeting shall take place between the parties in the dispute, at the workplace. The Employee shall have the right to have a Union representative present at the meeting. The meeting will be held in private. Where discussions or differences occur, the time limits in Article 11:10 will not commence until two (2) days after the beginning of these discussions.

#### **Formal Stage**

11:03 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 this agreement, the employee(s) or the Union shall have the right to file a grievance. Grievances must have the approval and support of the Union.

11:04 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 be formally discussed with the Union for the purpose of resolution. If the matter is not thus settled, then it may proceed to arbitration.

11:05 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. Unless the parties have mutually agreed, which agreement shall not be unreasonable withheld, in writing, to extend the time limits, the following consequences shall result:

- a) If the time limits set out are not complied with by the Union, the grievance shall be considered as abandoned.
- b) If the time limits set out are not complied with by the Employer, the grievance shall be considered as allowed.

11:06 A grievance initiated by the Union, or a grievance involving the termination of employment, safety or sexual harassment, shall be processed at Stage 2 in accordance with Article 11:11.

11:07 Employee(s) shall be advised of their right to be representative at any step of the grievance procedure. The Employee(s) and the Union representative shall be given leave with regular pay for all regularly scheduled straight time working hours lost because of attendance at such grievance meetings with the Employer. When an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a representative of the Union wishes to discuss the grievance with that employee, the employee and the representative will each be given reasonable leave without loss of regular wages for all regularly scheduled straight time working hours lost because of attendance at such meetings for this purpose.

11:08 The Employer shall designate a representative at each level in 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 procedure applies.

11:09 Stage one, described in Article 11:10, may be bypassed by mutual written agreement of both parties.

11:10 **Stage One:**

- a) If the decision of the Employer at the informal stage referenced in article 11:02 does not settle the complaint of the employee(s) then the complaint shall be delivered in writing (the "grievance") to the employee(s)' manager/designate within seven (7) calendar days from the date on which the 11:02 decision was made.



- b) The grievance shall be in writing on a Union approved form. The nature of the grievance, the remedy sought, and the section(s) of the collective agreement which are alleged to have been violated must be set out.
- c) A meeting will be held within seven (7) calendar days from the date that the grievance was presented to the employee(s)' manager/designate. The meeting will be attended by the employee(s), a Union representative(s), and applicable Employer representatives.
- d) The Manager/designate of the employee(s)' department shall render a written decision within seven (7) calendar days of this meeting.

**11:11 Stage Two:**

- a) If the decision of the Manager/designate at stage one is not satisfactory to the Union, the grievance shall be presented to the Human Resources Director/designate within seven (7) calendar days from the stage one decision.
- b) A meeting shall be scheduled within seven (7) calendar days from the receipt of the grievance by the Human Resources Director/designate. The meeting will be attended by the grievor (s), a Union representative, a regional union representative, and applicable Employer representatives. The regional representative may attend at no cost to the Employer.
- c) The Director of Human Resources/designate will render a written decision respecting this grievance within seven (7) calendar days from the date of the stage two meeting.

**11:12 Arbitration**

- a) Within seven (7) calendar days from the date of the receipt of the Employer's decision at stage two, the Union may notify the Employer, in writing, of its decision to refer the grievance to arbitration.
- b) The parties agree that a single arbitrator shall be used. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within fourteen (14) calendar days.

**11:13** 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.

**11:14** The arbitrator shall have all the power vested in it by the Canada Labour Code and the collective agreement, including in the 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 decision within a reasonable period.

11:15 The decision of the arbitrator shall be final and binding.

11:16 The Employer and the Union shall equally share the cost of the arbitrator.

11:17 The arbitrator shall not change, modify or alter any of the terms of the collective agreement.

11:18 Notwithstanding anything in this collective agreement, a probationary employee may be disciplined or discharged at the sole discretion of and for any reason satisfactory to the Employer during their ninety (90) day probationary period. The parties agree that any such action by the Employer is not subject to the grievance or arbitration procedures.

### **Article 12 – Employee Status**

12:01 An employee entering into the bargaining unit shall be a probationary employee for a period of ninety (90) calendar days. A probationary employee upon entering the bargaining unit will become a member of the Public Service Alliance of Canada. Upon successful completion of the probationary period an employee's seniority shall be established from the first day of hire.

12:02 A full time employee is an employee whose scheduled work hours average forty (40) hours per week and has completed the probationary period.

### **Article 13 – Seniority**

13:01 In calculating seniority, the Employer will include the actual days worked by each member of the bargaining unit, including holidays, regular days off and days on paid vacation. The Employer will also include days absent due to illness or injury if the employee returns to active payroll.

13:02 In establishing the seniority list, the Employer shall ensure that all existing employees are credited with one (1) year of seniority for each year in which they worked, beginning from their date of hire, regardless of the number of hours worked.

- 13:03 When two or more employees have identical seniority, their relative seniority shall be determined by placing their names in a hat and by having an independent third party conduct a draw in the presence of the Union.
- 13:04 The seniority list as determined by the above process, consisting of the name, amount of seniority, and the employee's start date, shall be posted on the Union bulletin boards by the Employer within thirty (30) days of the ratification of this collective agreement.
- 13:05 An employee who feels that he/she is improperly placed on a seniority list shall have thirty (30) days from the posting date to file a grievance in accordance with the grievance procedure contained in article 11.
- 13:06 Employees temporarily appointed to an acting assignment outside of the bargaining unit shall retain and accumulate seniority for a maximum period of ninety (90) days, after which no seniority shall accrue until the employee resumes a position within the bargaining unit.
- 13:07 Departmental seniority shall be considered a determining factor in matters affecting shift scheduling and company seniority shall be considered a determining factor in matters affecting vacation scheduling.
- 13:08 Except for leave granted under Maternity, Parental and Union Leave Articles, a leave without pay, granted in excess of three (3) months, shall not be counted in the accumulation of seniority.
- 13:09 When the Employer decides that a lay off is necessary, in any classification, or recall to a position in any classification is available, the following factors shall be considered:
- a) skill, ability, experience and qualifications; and
  - b) seniority within the classification.
- When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern.
- 13:10 When the Employer determines that a permanent vacancy exists within the bargaining unit, the Employer will assess applicants on the following factors:
- a) skill, ability, experience and qualification; and
  - b) seniority within the Company.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority shall govern.

13:11 An employee shall lose all seniority and his/her name shall be removed from the seniority list and the employee shall be deemed to be terminated upon the occurrence of any of the following:

- a) quits, resigns, retires or is discharged and such discharge is not reversed through the grievance and arbitration process;
- b) is absent from scheduled work for three (3) or more consecutive scheduled work days without providing a reason that is satisfactory to the Employer;
- c) failure to return from an approved leave of absence without providing a reason that is satisfactory to the Employer;
- d) failure to report for recall within fourteen (14) days following the date on which the Employer sent notice to the employee. It is the employee's responsibility to ensure that his/her home address and telephone number is current; and
- e) an employee will maintain recall rights for a period not to exceed twelve (12) months provided that severance was not paid at the time of layoff. Seniority is lost at the time severance is paid or at the expiration of the twelve (12) months of layoff, whichever first occurs.

#### **Article 14 – Overtime**

14:01 Subject to operational requirements, the Employer:

- a) shall make every reasonable effort to allocate overtime work on an equitable basis among readily available, qualified employees within their work unit;
- b) shall make every reasonable effort to give employees who are required to work overtime reasonable notice of the overtime assignment; and
- c) may, when required, for reasons of safety, assign the overtime work to the most qualified employee, provided that the hours worked by the employee are adjusted during the period used, to determine equitable distribution.

- 14:02 **All** overtime must be authorized by the employee's immediate manager/designate before the overtime rates become effective.
- 14:03 Employees who are required to work overtime due to operational requirements shall be provided with a food voucher to purchase food up to a value of twenty (\$20.00) dollars, including tax and tip.
- 14:04 There shall be no duplication of premiums under this collective agreement or pyramiding of overtime.

### **Article 15 – Discipline**

- 15:01 An employee may only be disciplined for just cause.
- 15:02 When an employee is required to attend a meeting to discuss his/her conduct for which the Employer is considering discipline or termination, the employee is entitled to have, at his or her request, a union representative present.
- 15:03
- a) When an employee is required to attend a meeting, the purpose of which is to render disciplinary action, the employee concerned is entitled to have, before the discipline is imposed, reasonable notice of the meeting. Where practicable the notice should be for at least one (1) day. The employee shall be given an explanation for the discipline and the letter outlining the reasons.
  - b) The Employer shall advise the employee of his/her right to have a union representative attend the meeting.
- 15:04 The Employer shall notify the local representative of the Union, in writing, that such disciplinary action has occurred, where practicable, on the day the discipline is imposed.
- 15:05 The Employer agrees not to introduce as evidence in an arbitration hearing relating to disciplinary action any document from the file of an employee, the content of which was not disclosed to the employee at the time of discipline or within a reasonable period thereafter. The provisions of this clause shall not apply where disclosure of such document(s) has been provided to the Union, as contemplated by Article 15:04; in a timely manner, in advance of the arbitration hearing.
- 15:06 Any document or written statement related to disciplinary action which may have been placed in the personnel file of an employee shall be destroyed by the Employer after two (2) years have elapsed since the

disciplinary action was taken, provided that there has been no repeat of the same or similar conduct during this period.

### **Article 16 – Union Leave for Arbitration**

16:01 The Employer will grant leave, without loss of regular non-premium pay, to an employee who is:

- a) not the grievor, and who is called as a witness by a party to an arbitration hearing, but only for the time reasonably required for such employee to attend,
- b) the grievor in an arbitration proceeding,
- c) one (1) authorized union representative of the grievor(s) in an arbitration proceeding,
- d) where applicable, the other affected parties, except in the case of a policy grievance.

An employee who is summoned or under subpoena, and who is entitled to pay under the provisions of this Clause shall remit all conduct money received to the Employer.

16:02 Each party shall bear its own expenses with respect to their own witnesses, other than those covered by article 11:07.

### **Article 17 – Leave Granted**

17:01 The amount of leave with pay earned, but unused, credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee subject to the conditions respecting the granting of such leave that are in force on the day that this Agreement is signed.

17:02 An employee is not entitled to leave with pay during periods he/she is on leave without pay or under suspension.

17:03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

## **Article 18 – Layoff**

- 18:01 In the event of a permanent work force reduction, or the termination of the Employer's contract with the Greater Toronto Airports Authority, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions or the permanent termination of services.
- 18:02 Employees subject to a permanent workforce reduction arising out of the termination of the Employer's contract with the Greater Toronto Airports Authority will be advised no less than ninety (90) days prior to the date of layoff, provided the Employer is provided with ninety (90) days advance notice by the Greater Toronto Airports Authority. In these circumstances, the Employer will provide as much notice as is practicable. In the event of any other permanent workforce reduction, employees shall be provided with no less than ninety (90) days of advance notice.
- 18:03 A joint Union-Management committee shall be established to discuss workplace issues. This committee shall meet during the thirty (30) days following the signing of the collective agreement, and when necessary thereafter.
- 18:04 Employees subject to permanent layoff shall:
- a) during the ninety (90) days period of notice, be granted five (5) days of leave with pay, only two of which may be taken consecutively, for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel. The Employee shall provide the Employer with the name of the prospective employer when making their leave request. The granting of such leave will be subject to operational requirements and the employee will, where possible, give the Employer five (5) days notice of the required leave.
  - b) be provided with job search assistance and counselling services, coordinated by the Employer; and
  - c) be provided with a letter of reference from the Employer.
- 18:05 The Employer shall make every reasonable effort to promote the hire of employees subject to permanent layoff with other prospective employers, including but not limited to the Greater Toronto Airports Authority.

### **Article 19 – Severance Pay**

- 19:01 Employees subject to permanent lay-off as described in article 18 shall receive two (2) weeks pay for the first completed year of continuous employment and one (1) weeks pay for every subsequent completed year of continuous employment.
- 19:02 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled on the date of the termination of employment.
- 19:03 There shall be no pyramiding of statutory severance pay with the severance pay provisions of the collective agreement.

### **Article 20 – Health and Safety**

- 20:01 The Employer is vested with the primary responsibility for ensuring that safe conditions prevail within the workplace, and to take appropriate measures, both preventative and corrective, to protect the health and safety of employees
- 20:02 Both the Employer and the Union jointly declare their intent to maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and Regulations made there under, as amended from time to time.

### **Article 21 – Agreement Re-Opener**

- 21:01 This Agreement may be amended by mutual written consent.

### **Article 22 - Wages**

- 22:01 On January 1, 2006, all members of the bargaining unit shall receive 3% wage increase, based on the employee's current rate of pay on that date.

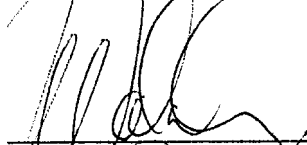
### **Article 23 – Duration**

- 23:01 The term of the collective agreement shall be from July 1, 2005 to December 31, 2006.




Dated this 12 day of January, 2006 at Toronto, Ontario.

**For the Employer:**

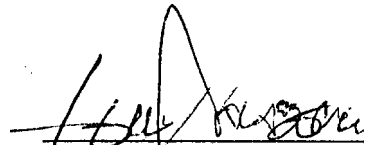
  
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Frank Walsh  
General Manager

  
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David Kerrigan  
Deputy General Manager


  
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Nancy Marzilli  
Director, Human Resources

  
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Katherine Pollock  
Fasken Martineau DuMoulin LLP  
Barristers & Solicitors  
Toronto, Ontario


**For the Union:**

  
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Gerry Halabecki

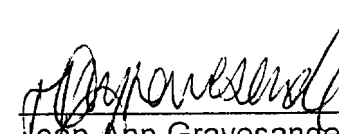
  
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Joan Ann Gravesande

  
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Gaby Levesque