



Collective Agreement

Between

The Greater London International Airport Authority

And

Greater London Airport Employee Association

Effective January 1, 2015 through December 31, 2019

Collective Agreement

between

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

and

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

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

Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on January 1, 2015 and will expire on December 31, 2019.

Signed at London, this day of , 2014.

For the Employer

For the Association

.....
Michael N. Seabrook
President & C.E.O.

.....
Andrew King
President

.....
Janet K. Carr
Director, Finance & Human Resources

.....
Devin Ward
Vice President

.....
Steve Faulkner
Manager, Operations

.....
Michael Cashman
Secretary/Treasurer

TABLE OF CONTENTS

1. PURPOSE AND SCOPE OF AGREEMENT	1
2. MANAGERIAL RESPONSIBILITIES	1
3. DURATION	1
4. RETROACTIVITY	1
5. INTERPRETATION AND DEFINITIONS	1
6. AGREEMENT RE-OPENER.....	3
7. WASH UP TIME.....	3
8. STRIKES OR LOCK-OUTS	3
9. RECOGNITION.....	3
10. EMPLOYEE PARKING.....	4
11. EMPLOYEE REPRESENTATIVES.....	4
12. USE OF EMPLOYER FACILITIES	4
13. MEMBERSHIP DUES.....	5
14. DISTRIBUTION OF AGREEMENT	5
15. DISCRIMINATION.....	5
16. HARASSMENT	5
17. LEAVE GENERAL.....	6
18. VACATION LEAVE.....	6
19. PERSONAL LEAVE WITH PAY	7
20. GENERAL HOLIDAYS	8
21. OTHER LEAVE WITH OR WITHOUT PAY	9
22. LEAVE WITHOUT PAY FOR PERSONAL NEEDS	10
23. WORKPLACE SAFETY & INSURANCE BOARD.....	10
24. LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS	10
25. PAY.....	11
26. OVERTIME COMPENSATION	11
27. CALL-BACK PAY	12
28. STANDBY PAY.....	12

29. SEVERANCE PAY	13
30. STATEMENT OF DUTIES	14
31. STAFFING	14
32. FULL TIME PERMANENT EMPLOYEES	15
33. PERMANENT PART-TIME EMPLOYEES	15
34. SEASONAL, TEMPORARY AND STUDENT EMPLOYEES.....	16
35. BREAK IN SERVICE AND EMPLOYMENT	17
36. CONTRACT WORKERS.....	17
37. EMPLOYEE PERFORMANCE APPRAISAL REVIEW AND EMPLOYEE FILES	17
38. HEALTH AND SAFETY	18
39. EDUCATION AND CAREER DEVELOPMENT LEAVE	18
40. SUSPENSION AND DISCIPLINE	19
41. GRIEVANCE PROCEDURE.....	20
42. HOURS OF WORK	21
43. PENSION AND BENEFIT AND INSURANCE PLANS	22
44. TRAVEL	23
45. CLOTHING PROVISION & SAFETY EQUIPMENT	23
46. COURT LEAVE.....	23
47. PHYSICAL FITNESS	23
 Appendix A - Rates of Pay.....	 24
Appendix B - Transport Canada Service.....	25

1. PURPOSE AND SCOPE OF AGREEMENT

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

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

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

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

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

2. MANAGERIAL RESPONSIBILITIES

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

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

3. DURATION

This Collective agreement shall be in effect from January 1, 2015 and shall remain in full force and effect until December 31, 2019.

4. RETROACTIVITY

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

5. INTERPRETATION AND DEFINITIONS

5.1 Definitions

For the purposes of this agreement;

Association means the Greater London Airport Employee Association.

Bargaining unit means the employees of the Employer as described in the “Recognition” article of this agreement.

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

Continuous employment means:

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

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

Day of rest in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission;

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

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

Holiday means

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

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

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

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

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

Overtime means:

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

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

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

Spouse will, when required, be interpreted to include **common-law spouse** where a common-law relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be his/her spouse and continues to live with that person as if that person were his/her spouse;

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

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

Year means January 1st to December 31st.

Year End means December 31st.

6. AGREEMENT RE-OPENER

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

7. WASH UP TIME

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

8. STRIKES OR LOCK-OUTS

8.1

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

8.2

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

8.3

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

9. RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Greater London International Airport Authority excluding the President & Chief Executive Officer; Director, Finance & Human Resources; Operations Manager; Manager, Business Development; Manager, Commercial Services & Passenger Experience; Operations Support Officer; Supervisor Airfield Operations; Health & Safety Officer and Corporate Services; Financial & Administrative Coordinator; co-op/summer students; and those superior to the President & CEO.

In the event a new position is created within the corporation, GLIAA will provide, in writing, a letter to the Association President with the job description and posting, indicating GLIAA's position as to the inclusion or exclusion to the bargaining unit.

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

10. EMPLOYEE PARKING

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

11 EMPLOYEE REPRESENTATIVES

11.1 *Representatives*

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

11.2

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

11.3

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

11.4

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

12. USE OF EMPLOYER FACILITIES

12.1

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

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

12.2

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

12.3

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

12.4

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

12.5

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

13. MEMBERSHIP DUES

13.1 *Deduction from Pay*

Subject to the provisions of this article, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit commencing with the first complete month of employment.

Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.

13.2

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

13.3

The amounts deducted in accordance with article 13.1 shall be remitted to the bank account of the Association by direct deposit by the end of the month following the month after deductions are made. The Treasurer will be provided with the particulars identifying each employee and the deductions made on the employee's behalf.

13.4

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

14. DISTRIBUTION OF AGREEMENT

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

15. DISCRIMINATION

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

16. HARASSMENT

The Association and the Employer recognize the right of employees to work in an environment free from harassment and agree that harassment will not be tolerated in the work place. A company policy is in place and will be adhered to by all employees.

17. LEAVE GENERAL

17.1

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

17.2

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

17.3

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

17.4

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

18. VACATION LEAVE

18.1 *Vacation Year*

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

18.2 *Service*

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

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

18.3 *Entitlement to Vacation Leave*

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

18.4 *Vacation Credits*

For the purpose of this clause:

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

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

Years of Continuous Service	Annual Weeks of Entitlement	Monthly Entitlement		
		37.5 hour Average work week	40 hour Average work week	42 hour Average work week
1 - 8 years	3 weeks	9.375 hrs	10.000 hrs	10.668 hrs
8 - 20 years	4 weeks	12.500 hrs	13.333 hrs	14.700 hrs
20 - 30 years	5 weeks	15.625 hrs	16.666 hrs	18.732 hrs
30 years plus	6 weeks	18.750 hrs	20.000 hrs	21.336 hrs

18.5 Conversion of Days to Hours

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

18.6 Carryover

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

18.7 Cancellation of Approved Leave

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

18.8 Displacement of Annual Leave

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

18.9 Minimum Leave Periods

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

18.10 Termination

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

19. PERSONAL LEAVE WITH PAY

For the purpose of this clause:

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

19.1 Credits

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

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

Personal Leave Credits Per Month

1.5 Days Per Month

19.2 Granting of Personal Leave

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

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

19.3 Transition to Long Term Disability

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

20. GENERAL HOLIDAYS

20.1 General Holidays

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

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

20.2

Except as provided by Clause 20.3, when any of these holidays occur within the employee's regular work week on a day which the employee would otherwise have worked, the Employer will pay eligible employees for the number of straight time hours they would otherwise have worked on such days. The rate of pay for such time shall be their respective straight time hourly rates for each such holiday not worked. A full-time employee is eligible for this payment provided he or she has completed thirty working days. The employer reserves the right to observe the holiday on the preceding Friday or succeeding Monday as may be convenient to the Employer when such holiday falls on a Saturday or Sunday. Except an employee on leave with or without pay for Association business, an employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday.

20.3 Extended Work Schedule

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

Scheduling of lieu leave:

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

20.4

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

20.5

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

20.6 Religious Holy Day

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

20.7

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

20.8

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

21. OTHER LEAVE WITH OR WITHOUT PAY

21.1 Bereavement Leave with Pay

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

22. LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

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

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

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

23. WORKPLACE SAFETY & INSURANCE BOARD

23.1

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

23.2

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

23.3

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

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

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

24. LEAVE WITH OR WITHOUT PAY FOR ASSOCIATION BUSINESS

24.1 Leave with Pay for Association Business

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

- when the employer originates a meeting with the employee who has presented the grievance
- when an employee who has presented a grievance seeks to meet with the employer
- when an employee wishes to represent, at a meeting with the employer, an employee who has presented a grievance

- when problems or differences arise between an employee and the employer to attend a meeting with the employer aimed at discussions to resolve the disagreement without resorting to the submission of a grievance
- an employee who is a party to an arbitration hearing and to an employee who is a witness called by an employee to an arbitration hearing

24.2 Leave without Pay for Association Business

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

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

25. PAY

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

25.1 Position description

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

25.2 Signing of Agreement

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

25.3 Acting Pay

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

26. OVERTIME COMPENSATION

26.1 Assignment of Overtime

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

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

26.2 Overtime Compensation

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

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

26.3 Banking of Overtime - Compensatory Leave

The Employee shall be paid for overtime except where, upon request of an employee and with the approval of the Manager, overtime shall be compensated by leave with pay. The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's

regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken. A maximum of 40 hours total may be banked on a 12 month basis to be used as time off in lieu.

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

26.4 Meal Allowance

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

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

27. CALL-BACK PAY

27.1

If an employee is called back to work

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

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

27.2 Reporting to Work

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

28. STANDBY PAY

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

28.1

Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby. The employee may bank their standby time based the payment divided by their hourly rate to determine the hours banked.

28.2

An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if

called. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties.

28.3

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

28.4

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

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

28.5

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

29. SEVERANCE

29.1 Weekly Rate of Pay

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

29.2 Severance Benefits

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

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

An employee who is terminated (except for cause) and subject to Clause 29.3 shall receive severance benefits calculated on the basis of the employee's weekly rate of pay equal to one (1) week's pay for each complete year of continuous employment to a maximum of 30 weeks.

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

29.3 Pyramiding

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under Clause 29.2 be pyramided.

29.4 Layoff

Where the services of an employee are no longer required by reason of lack of work or the discontinuance of a function, the Employer will review and consider work options to assist the employee in continuing employment to avoid layoff. If options cannot be implemented, the Employer may lay off the employee. The employee who is laid off will be considered for future positions that become available up to 6 months from date of layoff. An employee will be eligible for severance benefits calculated on the basis of the employee's weekly rate of pay equal to one (1) week's pay for each complete year of continuous employment to a maximum of 30 weeks. The layoff period will not be counted as continuous service for purposes of benefits or leave credits.

29.5 Termination

An employee who is terminated (except for cause) and subject to Clause 29.3 shall receive severance benefits calculated on the basis of the employee's weekly rate of pay equal to one (1) week's pay for each complete year of continuous employment to a maximum of 30 weeks.

30. STATEMENT OF DUTIES

30.1

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

30.2

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

31. STAFFING

31.1 Appointments

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

31.2 Merit

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

31.3 Job Notices

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

The posting shall contain the following information:

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

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

31.4 Selection Process

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

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

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

The qualifications of the candidates will be evaluated against the posted qualifications for the position(s), and the most qualified candidate(s) meeting the qualifications of the position(s) will be selected. Where none of the candidates meet the requirements of the position(s), the Employer may cancel the posting, or re-post the position(s).

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

31.5 Lateral Transfers

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

31.6

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

EMPLOYEE STATUS

32. FULL TIME PERMANENT EMPLOYEES

32.1 Definition

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

32.2 Entitlements

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

33. PERMANENT PART-TIME EMPLOYEES

33.1 Definition

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

33.2 Entitlements

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

33.3 Benefits

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

33.4 Overtime

Overtime will be paid for work performed:

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

33.5 Designated Paid Holiday Compensation

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

33.6 Severance Pay

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

33.7 Vacation Pay

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

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

33.8 Personal Leave

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

34. SEASONAL, TEMPORARY and STUDENT EMPLOYEES

34.1 Definition

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

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

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

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

34.2 Entitlements

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

34.3 Benefits

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

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

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

34.4 Severance Pay

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

34.5 Vacation Pay

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

34.6 Personal Leave

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

35. BREAK IN SERVICE AND EMPLOYMENT

Service and employment will be terminated when an employee:

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

36. CONTRACT WORKERS

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

37. EMPLOYEE PERFORMANCE APPRAISAL AND EMPLOYEE FILES

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

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

37.1

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

37.2

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

37.3

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

37.4

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

37.5

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

38. HEALTH AND SAFETY

38.1

The Employer and the Association recognize the need for constructive and meaningful consultations on health and safety matters. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures both preventative and corrective, to protect the health and safety of employees. Employees are responsible for taking the necessary measures to ensure their health, safety and physical well being. The Employer will welcome suggestions on the subject from the Association.

38.2

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

39. EDUCATION AND CAREER DEVELOPMENT LEAVE

39.1

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

39.2

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

39.3

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

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

- a) fails to complete the course;
- b) does not resume employment with the employer on completion of the course;

or,

- c) cease to be employed, except by reason of death, or layoff before termination of the period that he/she has undertaken to work after completion of the course; the employee shall repay to the employer all allowances and pay, or such lesser sum as shall be determined by the employer as paid to him/her under this article during the education leave.

39.4

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

The following activities shall be deemed part of career development:

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

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

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

40.SUSPENSION AND DISCIPLINE

This article does not apply to probationary employees.

40.1

An employee may only be disciplined for cause.

40.2

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

40.3

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

40.4

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

40.5

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

40.6

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

40.7

The employer recognizes the principal of progressive discipline where appropriate.

41. GRIEVANCE PROCEDURE

41.1 Discussion

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

41.2

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

41.3

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

41.4

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

41.5

The Employer has designated the Director, Finance & Human Resources as the representative at each level in the grievance procedure.

41.6 Step One

Within fifteen (15) days of an unsatisfactory conclusion of the discussion process as described in 42.1, the employee(s) or Association may submit a grievance to the Employer representative designated. The grievance shall be presented in writing and signed by the employee(s) and/or the Association representative in the case of an Association originated grievance. The time limit for response is 30 days.

41.7 Step Two

- a) In the event that the grievance is not resolved at Step One, the grievance may be referred to mediation or arbitration, by the Association, by notice in writing to the Employer's representative designated, within thirty (30) days after receipt of the Employer's response to Step One.
- b) Upon receipt of the written notice of referral of a grievance to arbitration, the Association shall submit within ten days a name or list of names, address (es) and business phone number(s) of the person or persons the Association is willing to accept as the single arbitrator. If the Employer accepts the person or one of the persons suggested to act as arbitrator, the Employer shall within ten days, notify the Association accordingly and grievances shall be submitted to that arbitrator.
- c) If the Employer does not accept any of the persons suggested by the Association, the Employer shall within ten days notify the Association accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, the parties agree to refer the grievance to the Minister of Labour to seek the appointment of an arbitrator.

41.8

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

41.9

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

42. HOURS OF WORK

42.1 Hours of Work

For the purposes of this Agreement:

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

42.2 Work Schedule

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

42.3 Standard Work Schedule

The hours of work for permanent full time employees exclusive of a daily one-half (1/2) hour lunch period, shall be 7.5 hours per day, 37.5 hours per week, for the trades group; 7.5 hours per day, 37.5 hours per week for the administration group; an average of 40 hours per week for the airport operation specialists group; and an average of 42 hours per week for the firefighter group.

42.4 Extended Work Schedule

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

42.5 Scheduling

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

42.6 Consultation

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

42.7 Posting of New Work Schedules

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

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

42.8 Shift Change

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

42.9 Rest Periods

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

43. PENSION AND BENEFIT AND INSURANCE PLANS

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

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

43.1 CAC Pension Plan

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

The CAC Plan has two parts:

- (i) The Superannuation Plan provides benefits similar to the federal government plan and is available only to those employees who transferred from Transport Canada on August 1, 1998.
- (ii) Subject to the CAC Plan eligibility criteria the Defined Contribution Plan is available to full time permanent employees.

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

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

43.2 Benefit & Insurance Plans

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

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

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

43.3 Eye Vision Examinations

The employer will reimburse the cost of up to one hundred dollars (\$100) in any 24 month period for eye vision examinations for each full time employee upon the presentation of a receipt.

44. TRAVEL

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

45. CLOTHING PROVISION & SAFETY EQUIPMENT

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

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

Initial Personal Clothing Issue for New Employees:

Permanent employees who have completed at least six months of employment with the Employer and require Employer clothing as determined by the employer, will be eligible to receive clothing as identified in the *Clothing Policy* held outside the Collective Agreement. This policy will be reviewed on an annual basis in consultation with the Association to ensure adequate clothing is provided.

Specialized Equipment and Gear:

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

46. COURT LEAVE

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

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

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

47. PHYSICAL FITNESS

47.1

The parties agree that specific positions require the incumbent to maintain a high level of physical fitness and recognize that many factors such as age, health and physiological changes can affect an individual's ability to maintain such a high level of physical fitness. Upon hire a medical and fitness test may be required as a condition of employment. Once hired the incumbent is expected to maintain the level of fitness required by his or her position.

47.2

Operating conditions permitting, those identified in 48.1 will be granted 5% of their daily shift during their regular hours to exercise in order to maintain their physical fitness on apparatus provided by the employer.

47.3

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

Appendix "A" - Rates of Pay

Position	2015	2016	2017	2018	2019
Technical Support Technician	35.51	36.22	36.94	37.68	38.44
Electrical & Building Services Supervisor	35.51	36.22	36.94	37.68	38.44
Airport Mechanic	30.58	31.19	31.82	32.45	33.10
AOS – Trainee	25.97	26.49	27.02	27.56	28.11
AOS – Class 1	27.31	27.86	28.41	28.98	29.56
AOS – Class 2	30.38	30.99	31.61	32.24	32.88
AOS – Class 3	32.42	33.07	33.73	34.40	35.09
Lead Hand	2.00	2.00	2.00	2.00	2.00
Structural Service Technician	30.38	30.99	31.61	32.24	32.88
HVAC Technician	30.58	31.19	31.82	32.45	33.10
Airfield Maintenance Technician Seasonal – year one	21.41	21.84	22.27	22.72	23.17
Airfield Maintenance Technician Seasonal – year two and beyond	21.93	22.37	22.82	23.27	23.74

Appendix B

With reference to Article 18 (Vacation Leave) and Article 29 (Severance Pay)

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

Cole, Meghan
Seabrook, Michael