

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HAMILTON INTERNATIONAL AIRPORT LIMITED

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5167, AIRPORT UNIT**

TERM OF AGREEMENT

OCTOBER 2 2008 TO OCTOBER 1, 2014

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made, in triplicate this, _____ day of _____, 2010

BETWEEN:

Hamilton International Airport Limited

(hereinafter called the "Employer")

of the FIRST PART,

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5167

AIRPORT UNIT

(hereinafter called the "Union")

of the SECOND PART,

WHEREAS, the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting CUPE Local 5167 Employees of the Employer, including but without restricting the meaning hereof, all of the Employees of the Employer who are employed, from time to time, in the classifications set forth in schedule "A" attached hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 SCOPE

- 1.1 The provisions of this Agreement shall apply to all Employees employed in the job classifications set forth in Schedule "A" attached hereto and forming part of this Agreement and for purposes of clarity the rates of pay set forth in the said Schedule "A" in respect of the job classifications described therein shall apply, during the term of this Agreement, to all Employees employed in the said classifications.
- 1.2 During the course of this agreement the parties will work together to develop a job evaluation/description package, if necessary pursuant to section 13.9.
- 1.3 Except for work properly contracted out pursuant to this agreement, no non-bargaining unit Employee shall be permitted to perform any job function normally performed by a member of the bargaining unit as described in Schedule "A" of this Agreement except in cases of emergency or where there is no qualified member of the bargaining unit available.

ARTICLE 2 EMPLOYER RESPONSIBILITY

- 2.1 The Employer recognizes the Union as the Exclusive Bargaining Agent for all Employees coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "Employee" or "Employees", whichever is the case. In this Agreement the word "Employee" means a person hired by the Employer for a position which is set out in Schedule "A" and who is on the active payroll of the Employer. The Employer further agrees to recognize all Union officers coming within the scope of this Agreement. The Union shall provide the Employer a list of all Union Officers and Committee Members and subsequent amendments.
- 2.2 The Employer agrees not to interfere with the rights of its Employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any Employees because of Union Membership or lawful union activities.
- 2.3 The Employer agrees that during the term of this Agreement, there shall be no lockout of Employees.
- 2.4 The Employer agrees to abide by the Canada Human Rights Code, and further agrees that there shall be no discrimination with respect to any Employee by reason of the Employee's membership or lawful activity in a trade Union.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 2.6 The Employer shall distribute pay remittance slips in sealed envelopes.
- 2.7 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement. No employee or group of Employees shall undertake to represent the Union without proper authorization.
- 2.8 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties or in the event of an emergency or disaster on the airport grounds.

ARTICLE 3 UNION RESPONSIBILITY

- 3.1 The Union agrees that it will not intimidate or coerce Employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation, and other Union activity not specifically provided for in this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in, unless agreed to by the Parties.

- 3.3 The Union agrees that during the term of this Agreement, there shall be no strike, suspension or slow down of work, picketing or any other interference with the operation of the Employer's business, and to this end the Union will take affirmative action to prevent an Employee from engaging in any such activity.
- 3.4 The Union agrees to abide by the Canada Human Rights Code.
- 3.5 The Union recognizes that it is the exclusive right and function of the Employer:
- (a) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and
 - (b) to hire, classify, transfer, promote, demote, dismiss or lay-off Employees because of lack of work or other legitimate reason, and
 - (c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer are subject always to the provisions of this Agreement.
- 3.6 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives, and Employees represented by the Union, and pledges that it, each of its duly authorized officers and representatives, and Employees represented by the Union, will observe the provisions of this Agreement.

ARTICLE 4 STANDARD WORKING HOURS

- 4.1 The standard hours of work per week shall be forty hours for Full Time Employees.
- 4.2 The fire officer standard work week shall be forty hours (40), however scheduled time will be forty-two hours (42) of which two hours (2) per week will be added to the overtime lieu bank.
- 4.3 The standard full time working hours per shift by classification:
- Airport Motor Mechanic – eight hours (8)
 - Airport Equipment Operator/Maintenance Person - eight hours (8)
 - Airport Operations Specialists – eight hours (8) or ten hours (10)
 - Airport Fire Officers – ten hours (10) day shift and fourteen hours (14) night shift
 - Custodian – eight hours (8) to twelve hours (12)
 - Security Officer – eight hours (8) to twelve hours(12)
- 4.4 These working hours, outside of the exception noted below, shall include a one-half (1/2) hour unpaid lunch. By mutual agreement between the parties, this lunch break may be altered.

4.5 Any Employee required to work an afternoon shift (i.e. where the majority of hours worked are between 3:00 p.m. and 12:00 o'clock midnight) or a night shift (i.e. where the majority of hours worked are between 12:00 o'clock midnight and 7:00 a.m.) shall have included as part of their normal standard full-time working hours a one-half (1/2) hour on-the-job paid lunch.

Airport Firefighters shall have a one-half (1/2) hour paid lunch on all shifts.

4.6 All Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of a shift.

4.7 (a) The Employer shall post a schedule a minimum of six (6) months in advance. Any Employee being affected by a shift change or a change in standard hours of work per day from the posted schedule shall be notified in writing ten (10) calendar days in advance. The foregoing shall not apply when the change of shifts or standard hours of work per day is caused by the absence of Employees or matters beyond the control of the Employer in which case the CUPE Local 5167 Unit Vice President will be notified electronically of these matters.

(b) In the event that the Employer changes the scheduled shifts (s) of full-time employees once posted, ten (10) calendar days notification will be given. If (10) calendar days are not given, the Employee's first three (3) days of work will be paid at one and three quarters (1 ¾) times the regular rate of pay.

(c) A dated copy of all work schedules shall be posted in a common work area for all classifications. An electronic copy of all schedules and any amended schedules shall be forwarded to the CUPE Local 5167 Unit Vice President. A hard copy of all schedules shall be supplied to all employees; any amendments (s) shall be communicated to the affected employees in writing.

4.8 All shift work shall be worked as equitably as possible among all Employees in their job classification within a 6 month schedule.

4.9 Requests for specific days off shall be submitted in writing to the supervisor two (2) weeks prior to the schedule being posted. The employer will consider requests of shorter notice on a case-by-case basis provided the Manager has replacement staff available.

Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the manager. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in any overtime, compensation or payment, or any other claims on the Employer by an employee under the terms of this agreement.

ARTICLE 5 OVERTIME COMPENSATION

Overtime shall be defined as follows:

- (a) Continuation of the scheduled work day
- (b) All scheduled overtime
- (c) All Call Outs

5.1 Distribution of Overtime

Overtime will be distributed equitably among the Employees by job classification. For the purpose of dividing overtime equitably, overtime offered by the Employer and not taken by the Employee shall be considered taken.

5.2 Continuous hours worked shall not be broken by time taken for sustenance.

An Employee who works non-scheduled overtime contiguous to his/her scheduled work hours in excess of two (2) hours shall be eligible for a meal break at a time mutually agreed upon between the Employee and the immediate supervisor.

When overtime continues, the Employee shall become eligible for further meal breaks at intervals of four (4) consecutive hours following the completion of the previous meal break provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime worked. An Employee is entitled to \$10.00 for each meal break.

5.3 Overtime for all classifications shall be paid at one and three quarter (1 $\frac{3}{4}$) times the applicable standard hourly rate.

5.4 An Employee who is absent because of illness, accident, approved Leave of Absence or on Union business, shall be treated for the purpose of calculating overtime as if he or she had worked their scheduled hours of work on such day or days and shall be paid at the applicable overtime rate for all hours worked in excess of the scheduled work days.

5.5 For the purpose of distributing overtime in an equitable manner an Employee who is absent for any of the reasons listed in Article 5.4 shall be considered to have been offered any overtime which arose during the period of absence.

5.6 Where a statutory or proclaimed holiday occurs on any working day, an Employee who does not work his/her regular shift on such day shall be deemed to have worked his/her regular shift on such day for the purpose of calculating his/her normal work.

5.7 Unless otherwise agreed to, an Employee may be allowed to place accumulated overtime in a lieu time bank, drawing from and adding to said bank, the maximum balance in the lieu bank shall never exceed forty (40) converted hours of overtime. Employees may draw from their lieu time bank to compensate unpaid leave. This lieu time shall be granted at a time mutually agreed to by the Employee and the supervisor taking into account the operational requirement of the section in which the Employee works.

An Employee shall not be allowed to carry over any unused lieu time; therefore, the supervisor shall initiate payment for same by December 31st annually.

5.8 STANDBY

The Employer reserves the right to assign standby duty that requires employees to work overtime hours and will provide as much notice as possible, but not less than eight (8) hours notice prior to the commencement of standby assignments.

The Employer will seek senior, qualified volunteers for standby assignments. If an insufficient number of employees do not volunteer for standby assignments, then standby assignments will be assigned by reverse seniority to those qualified.

- i. Standby Duty commences at the regular quitting time of one (1) working day and terminates at the regular starting time of the following day. Standby Duty on weekends commences at the quitting time on the last regular working day prior to the weekend and terminates at the regular starting time of the next regular working day.
- ii. An employee who is assigned for Standby Duty shall be entitled to receive one and one half (1 ½) hours of pay at his/her standard hourly rate for each week day night so scheduled, and shall be entitled to three (3) hours of pay at his/her hourly rate of each Saturday, Sunday and Statutory or Proclaimed Holiday.
- iii. Employees assigned by the Employer to be on Standby Duty who are required to perform call-out duties will be paid a minimum of one (1) hour for each call, in accordance with the following:
 - a) Monday to Friday – Standard Rate of Pay
 - b) Double time the Standard Rate of Pay will be paid on any single call after four (4) hours worked on a Statutory or Proclaimed Holiday
- iv. The Employer will endeavour to honour employees who have verified in writing prior commitments which shall preclude them from Standby Duties.

5.9 CALL OUT PROCEDURE FOR UNSCHEDULED OVERTIME

A call out shall be defined as a call received at the Employee's home which causes him/her to leave his/her home and proceed to make repairs or adjustments to designated property under the proper authority. Notice of call out shall not exceed one half (1/2) hour. Employees who are called into work on a non-scheduled working day by an authorized official of the Employer shall be guaranteed a minimum of four (4) hours work. Having effected repairs or having made adjustments to property, the Employee shall check his/her source of information as to further work requirements before proceeding home.

- (a) To be eligible for call out, including during a vacation period, the Employee must indicate to the Employer his/her availability for call out and provide a phone number where the Employee can be immediately contacted. Should the Employer be unable to reach the Employee at the phone number provided, the Employer shall document the effort and attempt contact with the next available Employee.

(b) On a call out where the existing workforce has been exhausted, the Employer agrees to call out those Employees who have previously indicated a desire to be called.

5.10 An Employee who is not at work on the day on which overtime occurs or on his/her last scheduled day prior to the overtime shall not be entitled to overtime until he/she returns to work. The only exception to this shall be the Employee who is absent on his/her last scheduled day prior to the overtime for either Union business or his/her scheduled Floating Holiday; in this event the Employee shall be required to contact his/her Foreperson within the first two (2) hours of his/her regular shift to confirm his/her availability and to receive confirmation of the scheduling of overtime.

5.11 No premium pay shall be paid for regularly scheduled working hours except in emergency situations where an Employee works beyond twenty-four (24) continuous hours; in this event, pay shall continue at two (2) times the standard rate per hour until the Employee has been off duty for a period of not less than eight (8) hours between shifts.

If, in an emergency situation, an Employee remains at the workplace at the Employer's direction for a rest period prior to returning to work, he/she shall be paid straight time. When he/she returns to work duties overtime shall recommence as if there had been no break in work.

5.12 For the purpose of overtime calculation:

- lost vacation shall be re-scheduled but shall not take precedence over any other Employee's scheduled vacation;
- overtime shall be calculated as if the Employee had worked his/her standard hours of work on such day;
- beyond the first overtime shift the Employee shall be considered to have returned to work and all relevant provisions of the Agreement shall apply;
- the Employee may elect to return to vacation at any time and there shall be no further obligation on the Employer to contact the Employee for overtime purposes, unless agreed to between the parties.

ARTICLE 6 SHIFT PREMIUM

6.1 Shifts shall be designated as Day, Afternoon and Night. All Employees working regular shift periods shall be paid a shift premium as follows:

6.2 Day Shift – No Shift Premium

7:00 a.m. to 4:00 p.m.

7:30 a.m. to 4:30 p.m.

8:00 a.m. to 5:00 p.m.

6.3 Afternoon Shift One (1) dollar per hour except for Security Officers and Custodians, which shall receive fifty-five cents (.55) per hour.

The afternoon shift is described as a shift in which the majority of the hours worked are between 3:00 p.m. and 12:00 o'clock midnight.

- 6.4 Night Shift One (1) dollar per hour except for Security Officers and Custodians, which shall receive fifty-five cents (.55) per hour

The night shift is described as a shift in which the majority of the hours worked are between 12:00 o'clock midnight and 7:00 a.m.

- 6.5 All Employees shall receive a weekend premium of fifty-five (55) cents per hour with respect to any regularly scheduled shift between midnight Friday and midnight Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

- 6.6 Should an emergency require the Fire Officer or Airport Operations Specialist on shift to call in external agencies for assistance, or in the event the Fire Officer or Airport Operations Specialist on shift is required to call-in another Fire Officer or Airport Operations Specialist on overtime, the Fire Officer or Airport Operations Specialist on shift will be paid a lead hand premium.

All other Classifications:

The Company will provide a list to the Employees of all Employees whom the Company deems qualified to perform lead-hand duties. The Employees on the list who want to be considered for lead-hand duties shall advise the Employer in writing before October 1st for work assignments during the period November 1st to May 1st, and before April 1st for work assignments during the period May 1st to November 1st. Lead-hands will be paid hourly premiums per hour when conducting lead-hand work. Lead-hands shall not have managerial authority to hire or discipline employees, but may be assigned to direct work under the direction of management. Lead-hands will be assigned work duties solely at the discretion of management.

Selection of lead hands will be made by the Company, by referring to the list of qualified volunteers. The senior employee on the qualified volunteer list on shift shall have the right to refuse the lead-hand opportunity provided that a junior employee who is on the qualified volunteer list is on shift. Should no employee on the qualified volunteer list want to perform the lead-hand function, the junior qualified volunteer employee on shift will be required to perform the lead-hand duties.

Lead-hands shall contact management should there be, in the opinion of the lead-hand, any material change to the operating circumstances at the airport. Such contact shall allow management to make an appropriate determination on the course of action to be undertaken.

Lead-hand premium rates:

- (a) Fire Officer or Airport Operations Specialist- \$2.50
- (b) Equipment Operators - \$1.50
- (c) Security Officer/Custodian - \$1.00

6.7 Employees performing duties of another classification will be paid the rate of the higher paid classification.

ARTICLE 7 ANNUAL VACATIONS

7.0 All Full Time Employees hired after December 1, 1999 shall be entitled to annual paid Vacation based on the following table:

<u>Years of Service</u>	<u>Vacation with pay</u>
One (1) or more years but less than three (3) years	Two (2) weeks
Three (3) or more years but less than eight (8) years	Three (3) weeks
Eight (8) or more years but less than 16 years	Four (4) weeks
Sixteen (16) or more years but less than twenty-five (25)	Five (5) weeks
Twenty-five or more years	Six (6)weeks

Current employees whose entitlements exceed this schedule will continue to enjoy those levels of entitlement as frozen effective December 1, 1999.

All part-time and seasonal workers will be paid a percentage of earnings as vacation pay based on seniority. Part-Time and seasonal employees will be permitted unpaid vacation at the Employers discretion, not to be unreasonably withheld, and subject to operational requirements.

7.1 Notwithstanding the schedule of vacation leave previously noted, an Employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 8.

7.2 An Employee's vacation period and pay shall be based on his/her standard week and his/her standard rate of pay but shall not include any shift premium, overtime or other increments.

7.3 Pay for a week's vacation with pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

7.4 Pay for a week's vacation for salaried Employees shall be the Employee's basic salary per week on a weekly basis but shall not include overtime, shift premium or other increments.

- 7.5 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All Employees are expected and encouraged to take their vacation during the current year.

However, it is understood that special circumstances may develop which would make it desirable for an Employee to carry over up to one (1) year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Departmental Supervisor/Manager concerned.

Notwithstanding the foregoing, it is understood that an Employee, upon exhausting his/her S.T.D. benefits may exercise his/her option of utilizing any vacation entitlement currently standing to his/her credit, before being placed on L.T.D.

- 7.6 When a Statutory Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days are to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.

- 7.7 On or before the 1st day of February in each year, the Employer shall circulate lists so that each Employee may write in his/her choice of vacation dates. When preparing the annual vacation schedule, and subject to the Employer's right to maintain the efficiency of its operation, all employees within each Job Classification will be entitled, in order of seniority, to select an initial vacation period of up to two (2) weeks durations. Scheduling of the balance of each employee's vacation will be on a rotational basis in descending order of seniority within each Job Classification in blocks of up to two (2) weeks. Notice of initial choice of vacation shall be completed on or before the 1st day of April in each year and when completed, copies shall be posted on the bulletin boards in the departments concerned. An Employee who changes positions through a job posting after April 1st will have to alter his/her vacation scheduled to meet the posted scheduled of the new section, if necessary.

- 7.8 Where an Employee who is entitled to Short Term Disability benefits is on vacation and is,

- (a) hospitalized, or
- (b) convalescing following hospitalization, or
- (c) in home care under O.H.I.P., following hospitalization

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

- 7.9 Where an Employee is on vacation and is entitled to bereavement pay under the terms of Article 12.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.

- 7.10 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union Business. All other periods of absence, other than those noted

above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

- 7.11 Within the first calendar year of employment, an Employee will, upon request, be granted one (1) week leave of absence without pay, at a time suitable to the Supervisor. To qualify for this leave, the Employee must have completed his/her probationary period. No part of this leave may be carried forward into the next calendar year.

ARTICLE 8 VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

8.1 An Employee who separates shall be paid separation vacation pay on the basis of the following:

<u>Vacation Qualification</u>	<u>Vacation Pay</u>
2 weeks	4.0%
3 weeks	6.0%
4 weeks	8.0%
5 weeks	10.0%
6 weeks	12.0%
7 weeks	14.0%
8 weeks	16.0%

8.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following subject to clause 7.1:

- (a) vacation pay on separation for Employees employed after January 1, 1980, shall be the relevant percentage for the period between the Employee's last anniversary date of when the Employee commenced work and the date the Employee actually separates from employment with the Employer;
- (b) vacation pay on separation for Employees employed before January 1, 1980, shall be the sum of:
 - (i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,
 - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

8.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Canada Labour Code and the superior language shall prevail.

8.4 Should death occur to an Employee, any unpaid vacation pay will be paid to the estate of the deceased Employee.

8.5 All vacation entitlement in the retiring year may be converted to days and be taken prior to date of retirement at the option of the Employee.

ARTICLE 9 STATUTORY HOLIDAYS

- 9.1 (a) The Parties agree to the following Statutory Holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and such other holidays as may be proclaimed or declared by law and are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the Employee's standard basic daily rate of pay.
- (b) Each Employee shall be entitled to two (2) days with pay each year, to be known as Floating Holidays. Employees starting on or before October 15th of any year shall be entitled to such Floating Holidays described in that year. These days may not be carried forward from one year to the next. These days shall be granted at a time mutually agreed to by the Employee and the **Supervisor** subject to the operational requirements of the section in which the Employee works.
- 9.2 Employees required to perform work on a seven (7) day shift basis shall be entitled to an additional day's pay, or a day in lieu at the Employee's option, should any designated Statutory or Proclaimed Holiday fall on his/her scheduled day off.
- The Employee may have the option of a day off in lieu of a day's pay provided he/she gives the Supervisor two (2) weeks notice in advance of such day and where the option of a day off is exercised, it shall be a day that shall be approved by the Supervisor.
- 9.3 Employees required to perform work on any of these Statutory or Proclaimed Holidays shall be paid at two (2) times the standard rate for any hours worked with a guaranteed minimum of four (4) hours pay.
- 9.4 An Employee shall not be paid for any Statutory Holiday,
- (a) if he/she does not work on such Holiday without good cause when he/she has been scheduled to do so, or
- (b) if he/she has been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or
- (c) if he/she has not been employed by the Employer for at least thirty (30) continuous days but, notwithstanding the provisions of this paragraph, where more than one (1) Statutory or Proclaimed Holiday occurs or is observed in such period he/she is to be paid in accordance with the terms of this Agreement for all such Statutory or Proclaimed Holidays except one (1) thereof, and
- (d) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that holiday pay shall not be unjustly withheld
- (e) when an Employee has not earned wages on at least twelve (12) days during the four work weeks immediately preceding such holiday.
- 9.5 Where any Statutory or Proclaimed Holiday described in clause 9.1 of this Article falls on a Saturday or Sunday and is not proclaimed as being observed on another day, the immediately preceding Friday or the immediately following Monday at the discretion of the Employer is to be deemed a holiday for all purposes of this Agreement. The deemed day shall be the only day on which premium pay as described in the Article shall be paid.

Notwithstanding the foregoing, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the Statutory or Proclaimed Holiday only on the actual day on which the Statutory or Proclaimed Holiday falls. The “actual day” for the purposes of this clause shall conform to any Federal or Provincial Statutes which govern the day in which the Statutory or Proclaimed Holiday must fall.

ARTICLE 10 SICK LEAVE, PENSION & GROUP MEDICAL & HOSPITALIZATION PLANS

- 10.1 The benefits provided hereunder shall continue for the life of this Agreement.
- 10.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 10.3 Subject to Article 10.9, permanent full-time Fire Officers and Equipment Operators hired prior to February 14, 2003 shall be covered by Empire Life Insurance Company policy G4017, Plan B, all other permanent full-time employees shall be covered by Plan A, following six (6) months of service. If an employee following six (6) months continuous service from first date of employment exceeds an average of twenty-four (24) working hours per week since first date of employment or within the previous twelve (12) months, whichever is less, that employee shall be eligible for permanent full-time benefits per Plan A.

Benefits will expire once the average working hours (per the above test) no longer exceed twenty-four (24) hours per week, or normal expiry of full time benefits per section 10.5, whichever occurs earlier. The Employer will provide advance written notification to any employee at risk of losing benefits per this clause.

- 10.4 All Employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contribution.
- 10.5 The Employer agrees to pay full coverage for all benefit plans for laid off Airport Operations Specialists, Mechanics, Fire Officers and Equipment Operators, provided the employee was receiving benefits immediately prior to layoff, for a period of up to six (6) months providing the employee has completed two (2) years of continuous employment, and for a period of three (3) months for non-probationary employees who have completed less than two (2) years of continuous employment. Benefit plans shall mean dental, drug, vision care. This section does not apply to Security Officers and Custodians.
- 10.6 The Employer agrees to provide the Union with copies of all relevant Insurance policies.
- 10.7 The Union agrees that the Employer may allocate the Employment Insurance Premium Reduction received for each Employee towards the annual cost of benefit plans.
- 10.8 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union and the Union shall be provided with the proposed benefit manual in a time period prior to the change to allow the Union reasonable time to review the manual. The Employer agrees to address any concerns raised by the Union prior to changing carriers.
- 10.9 This Article shall apply to Employees on staff as of the date of ratification of this agreement: Any Employee who retires under an OMERS factor, or any Employee between ages of 55 and 65 who retires on an early OMERS or Workers' Compensation disability pension if

he/she has a minimum of ten (10) years continuous employment with the Employer at the time of retirement, will be entitled to receive semi-private, extended health and dental care benefits (including drugs).

The following conditions apply:

- (a) The above benefit coverages terminate on the last day of the month in which the Employee attains age 65, or in which his/her death occurs.
- (b) The above benefit coverages will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

Employees hired after the date of ratification of this agreement shall receive benefits as per company policy. This Article applies to Fire Officers and Equipment Operators hired before February 14, 2003. All other Employees shall receive benefits as per Company policy.

10.10 Sick Leave

Fire Officers and Equipment Operators hired before February 14, 2003 will receive status quo as per Appendix "A", Section C of this agreement.

All other Employees shall receive benefits as per Empire Life Insurance Company policy G4017, Plan A.

ARTICLE 11 SENIORITY

11.1 Except Airport Fire Officers and Airport Operations Specialists, Employees with less than six (6) months accumulated service with the Employer will be considered probationary. Such Employees shall attain seniority rights only after completion of such probationary period.

Airport Fire Officers and Airport Operations Specialists with less than 12 months accumulated aggregate service with the Employers will be considered probationary. Such Employees shall attain seniority rights only after completion of such probationary period.

- 11.2 (a) (i) Seniority for the purpose of this Agreement shall be defined as the length of accumulated aggregate service of an Employee in the scope of CUPE Local 5167 with the Employer, uninterrupted by severance of service with the Employer.
- (ii) The intent of the foregoing is to apply for purposes of lay-offs, recalls and promotions.
- (b) On completion of the probationary period, an Employee shall be classed as a regular Employee and shall be entitled to:
 - (i) progress from the hiring rate to the permanent rate established for the job;
 - (ii) a seniority date reflective of his/her aggregate service;
- (c) An Employee laid off prior to completion of his/her probationary period, when called back, shall continue his/her probationary period from where it was interrupted. No new Employees shall be hired until all probationary Employees are recalled.

11.3 Seniority shall be based on bargaining unit-wide seniority.

11.4 The Employer agrees to compile and post on the Union board yearly, in the month of January, and make available at the Human Resources' Office, a list of names of all Employees, showing the seniority standing of each Employee.

11.5 Protests regarding seniority standing must be submitted by the Union in writing to Human Resources within thirty (30) days from the date seniority lists are posted. When proof of error is presented by an Employee or his/her representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final.

No change shall be made in the existing seniority status of any Employee unless concurred in the by the Union.

11.6 The Union recognizes that Employees, subject to Article 2.8, who are hired in an emergency situation; or who are students and who are hired for school vacation periods; or who are co-op students; or who are hired on make work schemes initiated by either the Federal or Provincial Governments shall not be classed as "Regular Employees" and shall not attain seniority, but the aforementioned shall pay union dues; however, regular Employees who are transferred to a make work scheme shall retain all rights and benefits under the said Collective Agreement.

11.7 No students hired for school vacation periods, co-op students, volunteer "make work" employees or employees hired in an emergency shall continue to be retained/employed beyond the original terms of employment/retention where such terms are governed by this collective agreement, specifically but not limited to Articles 1.3 and 2.8.

No students hired for school vacation periods, co-op students, volunteer "make work" employees or employees hired in an emergency shall be afforded any privileges not available to regular Employees.

11.8 An Employee's seniority rating and credited service shall be severed by reason of:

- (a) dismissal for just cause and is not re-instated through the grievance, mediation or arbitration process; or
- (b) voluntary resignation in writing; or
- (c) failure to report for work within a period of three (3) days of recall and further five days after sending a registered letter of notice to return to work; or
- (d) absence without leave; or
- (e) a lay-off extending continuously for a period of twelve (12) months.

11.9 Employees who are not in receipt of pay for work performed for a period of 30 months for any reason other than lay-off, shall be terminated at the end of the 30 months period, inclusive of Short Term Disability following consultation with the Union. This shall not apply to Employees presently in receipt of W.S.I.B. benefits except permanent pensions.

Any vacation or lieu time paid out during the aforementioned thirty (30) month period shall not constitute receipt of pay for the purposes of this clause.

11.10 Definitions for purpose of defining seniority in this Agreement:

- (a) "Accumulated Aggregate Service" is service in the scope of CUPE Local 5167 uninterrupted by severance of service with the Employer as per Article 11.8 of the Collective Agreement.
- (b) "Probationary period" is a period of twelve (12) months of accumulated aggregate service as defined above if the Employee is in the AFF Division, and a period of six (6) months of accumulated aggregate service as defined above if the Employee is in the Maintenance Division.
- (c) "Probationary Employee" is an Employee with less than twelve (12) months of accumulated aggregate service as defined above and will have no seniority rights if the Employee is in the AFF Division, and an Employee with less than six (6) months of accumulated aggregate service as defined above and will have no seniority rights if the Employee is in the Maintenance Division.
- (d) "Regular Employee" is an Employee who has completed a probationary period of twelve (12) months of accumulated aggregate service as defined above if the Employee is in the AFF Division, or an Employee who has completed a probationary period of six (6) months of accumulated aggregate service as defined above if the Employee is in the Maintenance Division.
- (e) "Part-Time" is an Employee who works scheduled or unscheduled hours averaging less than twenty-four (24) hours per week on a monthly basis.
- (f) "Seasonal Employee" is an Employee who works full-time scheduled hours for less than five (5) months of any year.

11.11 Time spent in the service of the Employer as a student, volunteer, "make work" employee or as an employee hired in an emergency shall not count towards a probationary period or accumulated aggregate service as defined in 11.10 (a) and (b).

ARTICLE 12 LEAVE OF ABSENCE

12.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this Agreement, shall be granted such time off without pay as operational requirements permit.

12.2 (a) All Employees shall be allowed up to three consecutive calendar days' leave of absence, without loss of pay, in the event of a death in the immediate family. Members of the immediate family shall be defined as: spouse, child, stepchild, foster child, parent, foster parent, adopted parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, grandparent or grandchild. Such leave shall be taken for the purpose of attending the

funeral/memorial service, or at the time the Employee received notification of death. In any event Employees shall not be entitled to more than twenty-four (24) hours pay.

The following definition of spouse will be used to determine the entitlement of Employees who are in "common-law" relationships, to bereavement leave in the event of the death of any of the individuals listed above.

"Spouse" shall be defined by the *Family Law Act of Ontario*, 1995, as amended, as a person of the opposite sex residing with the Employee in a conjugal relationship.

The Supervisor, or his/her designate, may require an Employee to provide satisfactory evidence confirming the Employee's status as "spouse" in accordance with the above definition.

Such bereavement leave shall be taken at the time of that bereavement or at the time the Employee received notification of such bereavement. Proof of bereavement may be required by the Supervisor.

Where the burial occurs outside the Province, reasonable travelling time up to five (5) working days without pay may be granted at the discretion of the Employee's Supervisor.

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the Employee must have worked the day before or the day after, provided that an Employee granted leave without pay for compassionate purposes within two (2) weeks prior to death shall not lose benefits under this Clause.

(b) All Employees shall be allowed one (1) day leave of absence, without loss of pay, in the event of the death of an aunt, uncle, niece or nephew. Such leave shall be taken for the purpose of attending the funeral/memorial service, or at the time the Employee received notification of death. In any event, Employees shall not be entitled to more than eight (8) hours pay.

- 12.3 One Employee designated by the President of CUPE Local 5167 (or his/her alternate) from time to time shall be granted one day off with pay for the purpose of attending the funeral of a member of the Airport Bargaining Unit or a retired member of the Airport Bargaining Unit. Where the family of a deceased Employee or member of CUPE Local 5167, Airport Unit requests pallbearers from the bargaining unit, the Employer shall grant the necessary leave with pay for up to six (6) pallbearers subject to operational requirements.
- 12.4 Members of Joint Union/Management committees including but not limited to Grievance Committee, Labour/Management Committee, Joint Occupational Health and Safety Committees shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to the administration of this agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of this Agreement.
- 12.5 The Grievance Committee shall be composed of two (2) members, one of whom shall be the Chairperson. All members of the Grievance Committee shall be Employees of the Employer.
- 12.6 All members of the Negotiating Committee, including the Chairperson, shall be Employees under this Agreement. Notwithstanding the preceding, the President of CUPE Local 5167 or his/her delegate shall be recognized as a member of the Negotiating Committee.

- 12.7 Members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including with any Committee, Board or other duly constituted statutory authority, arranged or called for the purpose of
- (a) negotiating or determining any matter arising during the terms of this Agreement, or
 - (b) bargaining with the view towards
 - (i) an extension of or renewal of, with or without modification, this Agreement, or
 - (ii) the making of a new Agreement.

12.8 The Union agrees to furnish the Employer with a list of its Negotiating Committee Members, but the said Committee is to be comprised of not more than three (3) members excluding the President of CUPE Local 5167.

The Employer agrees that the number of representatives of the Employer attending grievances or negotiations shall not exceed the entitlement provided to the Union, unless otherwise agreed to between the Parties.

12.9 An Employee who is required to serve as a juror, or as a witness in any court, shall be paid his/her regular rate of pay for his/her normally scheduled working hours for any day or part of a day that he/she is absent because of such service. Jury duty pay, less reasonable expenses incurred by the Employee as a result of serving as a juror, or as a witness, shall be paid to the Employer on receipt thereof by such Employee.

12.10 The Employer will grant leave of absence with accrual of seniority to an Employee selected for a full time position with the Union or elected to a public office for his/her term of office.

12.11 While on such leave of absence as set out in 12.10 the Employee may make the full contribution to continue his/her medical, hospital, pension and other benefits under the Collective Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the Employee's behalf.

12.12 An Employee who is granted a personal leave of absence without pay of one month or longer shall pay the full cost of available benefits during the leave. Service and seniority shall not accumulate during such leave. Granting of personal leaves of absence shall be at the sole discretion of the Employer.

12.13 Parental and Adoptive leave shall be granted on the conditions as set out in the Canada Labour Code.

12.14 The Employer will grant a leave of absence with pay to Employee(s) enrolled in the Literacy in the Workplace program to the extent that, in management's opinion, operational requirements permit.

12.15 Special Leave

- (a) Special leave with pay and without loss of seniority shall be granted for the following reasons:

Reason

Leave of Absence with Pay

Employee' Marriage Three (3) days at the discretion of the employee.

Formal hearing to become a Canadian Citizen One (1) day.

(b) Special leave without pay and without loss of seniority shall be granted for the following reasons:

<u>Reason</u>	<u>Leave of Absence Without Pay</u>
Marriage of employee's child, brother or sister	The day of the wedding.
Divorce or custody	Time required for court appearance.
Serious fire or flood in employee's household	Up to three (3) days.
Moving employee's household	Up to three (3) days.
Serious household or domestic emergency	Maximum one (1) day per year
Employee's or spouse's or dependent's graduation	One (1) day.

ARTICLE 13 PROMOTION AND REDUCTION OF STAFF

13.1 Notice of vacancies within the scope of this Collective Agreement shall be posted in a prominent place in all work locations. Applicants will have five (5) working days from the date of posting to apply for such vacancy. Date of posting shall be entered on the notice when it is posted.

The notice shall include:

- (a) Educational requirements
- (b) Experience requirements
- (c) Special qualifications required
- (d) Wage Rate
- (e) Number of positions available

13.2 When vacancies occur in the bargaining unit in a higher or lower classification, the applicant shall be awarded promotion subject to the following:

- (a) Both parties recognize:
 - (i) The principle of promotion within the service of the Employer

- (ii) That job opportunities should increase in proportion to length of service.
 - (iii) That skill and experience acquired on the job are factors to be considered when assessing the knowledge, efficiency and ability of an applicant to do the work of the job.
- (b) In promotions and demotions, the following factors should be considered:
- (i) seniority
 - (ii) knowledge, efficiency and ability to do the work of the job
 - (iii) physical fitness

and when the factors defined in (ii) and (iii) above are relatively equal, seniority shall prevail in the awarding of the position. It is understood that the physical fitness requirement is only applicable to members of the bargaining unit when an internal candidate for an AFF position, if successful, will cross over to an AFF position from another classification with the bargaining unit.

The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an Employee qualifications as outlined in 13.2 (a) and (b) above, have been adequately and justly considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

- 13.3 In all cases of lay-off and recall after lay-off, including conditions defined under 11.2(c), such lay-off or recall shall be made with seniority being the governing factor provided the Employee retained or recalled can perform the work in a satisfactory manner.
- 13.4 If an Employee is promoted or appointed to a position, whether included in or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory or if the Employee feels he/she cannot perform the job function in his/her new position, he/she shall be returned to his/her former position without loss of seniority or wage rate. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority.
- 13.5 In the event of a temporary transfer to a position outside the bargaining unit, the Employee shall accrue seniority within the bargaining unit for a period of up to six (6) months. During this six (6) month period the Employee shall pay Union dues. The Employee shall have the right to return to his/her position in the bargaining unit at any time during the six (6) month period with full seniority. Thereafter the Employee's seniority shall be frozen. Seniority shall cease twelve (12) months after the Employee leaves the bargaining unit.

Before a temporary transfer to a position outside the bargaining unit may be renewed the position must first be posted and the previous holder of the temporary position must return to the bargaining unit for a period of at least ten (10) working days. The Union shall be informed of the return to the bargaining unit by the Employer of an Employee from a position outside the unit.

- 13.6 Subject as well to 11.2(c) and 13.3, no new Employee will be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity to rehire.

13.7 The Employer shall provide notice of lay-off in accordance with the Canada Labour Code to the Employee affected in the first instance. Notice of lay-off shall contain the following notice based on seniority:

0 – 2 years	2 weeks
3 – 5 years	3 weeks
6 – 10 years	4 weeks
11 – 15 years	5 weeks
16 – 20 years	6 weeks
21 – 25 years	7 weeks
26 years and over	8 weeks

Or pay in lieu of.

Such notice shall be considered to be notice of lay-off and shall contain the possible date of recall and such notice shall also be provided to the junior Employee. A copy of this notice of lay-off will be sent to the Union and also posted in a prominent place in the department affected.

13.8 (a) The Employer agrees that, within a period of thirty (30) working days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of sixty (60) working days after receipt thereof, except this period may be extended by mutual consent. If request for extension does not exceed two (2) weeks, such extension shall not be refused by either party. In the event there is an objection, said objection is subject to the provisions of Article 16 and 17 of this Agreement, except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

(b) The Employer agrees that a copy of all job postings shall be sent to the Airport Unit Vice President and CUPE Local 5167 Recording Secretary.

13.9 The wage rate for any new or substantially altered classification is subject to mutual agreement between the Employer and CUPE. Should agreement on the wage rate not be reached, an interim wage rate will be determined and a job evaluation process will be completed within six (6) months of the start date to determine the final wage rate. Notice of any new or substantially altered classifications will be provided by the Employer to CUPE as soon as practicable.

13.10 An Employee replacing another Employee for three (3) hours or more on a shift shall receive the higher of the two rates involved for that shift to be computed on a daily basis.

13.11 In the event of lay-off within the CUPE Local 5167 Bargaining Unit, members of the Executive Board of Local 5167, Grievance Committee persons, Shop Stewards and Sergeant-at-Arms shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members of the Board, Grievance Committee persons, Shop Stewards and Sergeant-at-Arms and in the event of any dispute, the latest list of names as received by the Employer shall govern.

13.12 Modified/Transitional Work Program

Where organizationally and operationally feasible, a modified/transitional work program shall be jointly established and maintained to assist in accommodating all employees with occupationally and non-occupationally related disabilities. Where the Employer and the Union agree, the Employer may implement modified/transitional work programs in order to assist Employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of this Agreement may, where agreed, be varied. The Employer, the Union and the employee will sign the specific terms of the program including the time period after which the modified/transitional work arrangement will be reviewed.

No Employee shall be discriminated against or harassed because he or she has become disabled or ill.

All injured Employees shall be treated in compliance with the Workplace Safety and Insurance Act, the Collective Agreement and other relevant legislation. The parties will endeavour to provide fair and consistent practices to accommodate Employees who are ill, injured or permanently disabled.

An Employee's disability or illness shall be accommodated with work that has been modified to allow the worker to perform the work without risk of injury or illness to the Employee or the Employee's co-workers. The work shall be modified without introducing new hazards into the workplace.

Work shall be modified in accordance with sound occupational health and safety principles in an effort to adapt the workplace to promote the highest degree of emotional and physical well being of the injured Employee.

Prior to the Employee's entry into a modified/transitional work program, the Employer shall conduct the following assessments in consultation with the employee and his/her treating physician:

- (i) determination of the essential job duties
- (ii) physical demands analysis
- (iii) job hazard analysis
- (iv) ergonomic assessment of the job modifications; and
- (v) determination of the modifications necessary to safely accommodate the Employee's medical restriction, determined by an agreed upon 3rd party.

The Employer shall pay all costs incurred for any medical or professional assessment and evaluation related to the employee's placement in a modified work program. The Employer and the Union shall agree upon an outside independent medical examination facility which shall work in conjunction with the Employee's family physician and /or any specialist involved. Both parties will be bound and directed by the results of the assessment.

- 13.13 Vacancies created as the result of an Employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted and filled when it is known that the Employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of the Employee.

The senior Employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

Upon the return of the absent Employee, the Employee filling the position on a temporary basis shall be returned to his/her former position.

In the event the absent Employee does not return the Employee filling the position on a temporary basis shall be confirmed in the position with the exception as noted below.

In the event the absent Employee does not return and there is more than one position in the same classification being filled on a temporary basis because of Employee absence the senior Employee temporarily filling a vacancy in the classification shall be confirmed in the position.

Such requirements shall not be established in a discriminatory manner. Education shall not be the sole factor in denying an Employee a position.

ARTICLE 14 DISCIPLINE

- 14.1 In the event an Employee is disciplined, suspended or discharged for other than irregular attendance, written notification of action stating reasons for such action shall be delivered to the Employee within ten (10) working days of the occasion giving rise to the action. Absence due to vacation, sickness or any other reason by the Employee involved shall extend the item (10) days referred to above. An Employee may request that a Steward be present at any meeting related to discipline and such request shall be granted. An Employee shall have the right to request a copy of the disciplinary notification be provided to the Union.
- 14.2 An Employee who maintains a clear record for a period of twelve (12) months following his/her last warning or suspension shall have his/her record cleared at the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance.
- 14.3 Upon written request to Human Resources, an Employee shall have access during regular working hours to his/her file retained in the Human Resources' Office. He/she shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall be provided with a copy of all documents entered in his/her file. No document entered without his/her knowledge may be used against the employee. The Employee shall be subject to disciplinary measures should he/she remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.

- 14.4 The Employer agrees that no Employee of the bargaining unit shall be required to cross any legal picket line. Failure to cross a picket line as described above shall not be cause for disciplinary action.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

- 15.2 In order to ensure that differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.

Both parties agree that grievances that are submitted after first stage will have the signature of the grievance chairperson/or his/her designate. The grievance will not be recognized by either party without signature.

- 15.3 **STEP ONE:** The Employee and the Union Steward shall present the grievance in writing to the Employee's Supervisor or Foreman/woman within ten (10) working days of the origin of the grievance.

Within five (5) working days of the written submission a meeting with the grievor, Steward, Foreman/woman and Supervisor will occur to attempt to resolve the grievance.

The Foreman/woman or Supervisor shall respond within five (5) working days of the meeting.

- 15.4 **STEP TWO:** Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee, or his/her designate shall submit the written grievance to the Employee's President or his/her designate within ten (10) working days of the response in Step One.

The Employer will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The President or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the President or his/her designate denies the grievance, the reasons shall be stated in writing.

- 15.5 Where the dispute involves:

- (a) the question of general application of or interpretation of the provisions of this Agreement, or
- (b) a group of Employees, or
- (c) the suspension or dismissal of any Employee or group of Employees

The grievance may be submitted by the Chairperson of the Grievance Committee, or his/her designate to the President or his/her designate at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two Employees as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.

- 15.6 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 16 within the thirty (30) calendar days of the receipt of the President's or his/her designate response.
- 15.7 Meetings with the President or his/her designate and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 15.8 The Employer recognizes the President of the Union, or his/her designate replacement, as a member of the Grievance Committee.
- 15.9 Where the complaint referred to in 15.1 relates to a job posting in a section or department other than the one the Employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.
- 15.10 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally. All time lines associated with filing for arbitration shall be suspended pending the outcome of mediation.

ARTICLE 16 ARBITRATION PROCEDURE

- 16.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including:
- (a) the interpretation, application or administration of this Agreement, or
 - (b) whether a matter is arbitrable, or
 - (c) where an allegation is made that this Agreement has been violated, and

if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.

The Board of Arbitration may consist of a single Arbitration or by joint Agreement of the parties may constitute a three person Board of Arbitration.

- 16.2 **SINGLE ARBITRATOR:** Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour upon the request of either party.

16.3 BOARD OF ARBITRATION: Either of the parties to this Agreement desirous of exercising this provision, shall give written notice of the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavor to select a third member who shall be the Chairperson of the Board. If within ten (10) days the two members have not reached an Agreement the matter shall be referred to the Minister of Labour who shall appoint an Arbitrator.

16.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairperson and arbitration proceedings.

Any arbitration fees or disbursements occasioned by a request for an adjournment shall be borne by the party making the request.

16.5 The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with, the provisions of this Agreement.

16.6 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.

16.7 Notwithstanding the provisions of Article 15 or of this Article

(a) no matter in dispute is to be submitted to arbitration which has not been properly processed through all the previous steps of the grievance procedure as set forth in Article 15, and

(b) a grievance which has not been processed by the grievor, his/her representatives or agents, in accordance with the time limit prescribed in Article 15 and this Article shall be deemed to be withdrawn.

16.8 The time limits and other procedural requirements set forth in Article 15 and this Article are mandatory and not directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this section shall not be considered to have been waived under any circumstances by the parties hereto unless they expressly provide a waiver thereof in writing duly signed by both parties.

ARTICLE 17 DEPARTMENT STEWARDS

17.1 Department Steward is a person elected or appointed by the Union members of his/her department, or sub-department, to represent the Employees of the department, or sub-department, in which he/she is employed.

17.2 The Employer acknowledges the right of the Union to elect or appoint one Steward for each department, sub-department, to assist Employees in the presentation of their grievances to their foreman/women or immediate supervisor.

- 17.3 The Union acknowledges that Stewards, as well as other members of the Union's committees and the Union's officers, will continue to perform their regular duties on behalf of the Employer, and that:
- (a) such persons (not more than one of the above plus the grievor) will not leave their regular duties without obtaining permission from their foreperson or immediate supervisor who will be given a reasonable explanation for the requested absence (e.g. to investigate a grievance) without violating Union confidentiality and
 - (b) when resuming their regular duties after engaging in duties on behalf of the Union the Steward will report to his/her foreperson or supervisor immediately upon his/her return.
- 17.4 A Department Steward will assist in the Grievance Procedure, as set forth in Article 15 of the Agreement, except that in the absence of a Steward, the Chairperson of the Grievance Committee may act in his/her place. In the event of a grievance by a Steward, the Grievance Chairperson will represent the Steward with his/her grievance.
- 17.5 Time lost by a Steward, or Chairperson of the Grievance Committee, during his/her normal hours of work as set out in Article 4 of the Agreement when authorized to be absent from his/her regular duties under Section 3 of this Article, shall not thereby disqualify him/her for premium rates under Article 5 of the Agreement to which he/she would otherwise be entitled.
- 17.6 The Union shall notify Human Resources in writing of the name of each Steward and the Department(s) or sub-department(s) he/she represents before the Employer shall be required to recognize the Steward.

ARTICLE 18 UNION SECURITY

- 18.1 A compulsory check-off shall apply to all Employees coming within the scope of this Agreement. It shall continue during the period of this Agreement. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union or its members according to its constitution, for general Union purposes; it shall not extend to special assessments or to an increment in an assessment which relates to special benefits such as for instance, Union insurance, in which the non-union member Employees as such would not participate or the benefit of which he/she would not enjoy.
- 18.2 All deductions made under the provisions of Article 18.1 will be remitted no later than the 20th day of the month following the month of deduction to the proper authorized officials of the Union, together with a list of Employees' names eligible for such deductions.
- 18.3 The Union will save harmless the Employer from any and all claims which may be made against the Employer for amounts deducted from pay as provided in this section.
- 18.4 The Employer agrees that within thirty (30) days of ratification of the Agreement by the Employer, the Union will receive a draft copy of the Collective Agreement between the parties.

- 18.5 Each Employee is to advise his/her immediate supervisor and the Union of his/her current mailing address and phone number as well as any changes thereof within seven (7) days of the effective date of such change.
- 18.6 The Employer agrees to supply the Union with the list of the names, phone numbers and address of the present and new Employees of the bargaining unit. The Union will save the Employer harmless from any and all claims which may be made against the Employer for disclosing such information.

ARTICLE 19 HEALTH AND SAFETY COMMITTEE

- 19.1 The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the Employees in all matters dealing with Health and Safety subject to Part V of the Canada Labour Code.
- 19.2 The Employer agrees that no new substance, material, agent or chemical shall be introduced into the workplace environment without a complete review by the Joint Health and Safety Committee(s) of its ingredients and/or properties.

ARTICLE 20 HEALTH AND WELFARE

- 20.1 Each unit of a department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of the Canada Labour Code by an Employee duly trained in First Aid or by a St. John's Ambulance Course. A First Aid kit is to be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer.
- 20.2 The Employer agrees to provide proper accommodation for all Employees to have their meals, proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing and lunches. A personal clean-up time of up to ten (10) minutes duration shall be allowed before meals and quitting time. Employees shall not utilize this period to extend lunches or to leave work before the end of the work day.
- 20.3 All Employees shall be provided with the following when required:
- 1 pair of rain pants or leggings
 - 1 rain jacket – long or short
 - 1 pair of rubber boots or overshoes
 - 1 safety helmet with liner
 - leather, rubber and cotton gloves
 - safety glasses and prescription safety glasses where prescription glasses are worn
 - ear protection (noise control)

- lined rubber gloves (winter issue)
- insulated winter coveralls
- “Protective fire gear-bunker suit, boots, gloves and helmet
- same issue of sweater or vest supplied to Transport Canada Fire Fighters

20.4 All Full time Fire Officers; Equipment Officers and Operations Specialist shall receive the following upon completion of the probationary period:

- 2 short sleeve all weather shirts or 2 T-shirts or a combination thereof
- 2 long sleeve all weather shirts
- 4 pairs of all weather pants
- 2 pairs of coveralls (jackets and trousers)
- 1 parka
- 1 pair winter mitts (lined with thumb and forefinger) where required
- Safety shoes or boots of a standard approved by the Canadian Standard Association – this provision includes winter safety boots Commuter boots for Employees choosing low safety shoes.

Part time and Seasonal Fire Officers, Equipment Operators and Operations Specialists shall receive the following upon completion of the probationary period:

- 2 short sleeve or long sleeve all weather shirts or T-shirts (depending upon season)
- 2 pairs of all weather pants
- 1 pair of coveralls (jacket and trouser)
- 1 parka and 1 pair of mitts (depending upon season)
- safety shoes

Clothing for Security officers and Custodians will be determined by the Employer in consultation with the employees and will be provided by the Employer where necessary.

All Employees in receipt of the above issue of clothing shall be eligible to receive a replacement issue of any of the above on a 1 for 1 basis when such an article is returned to the Supervisor and proves to be:

- (a) either damaged and rendered unusable as a result of the Employee’s work activities,
or
- (b) worn out as a result of normal wear for such garment

If probation is not completed by an Employee, the Employer will deduct monies owing for clothing issued.

- 20.5 Students hired for seasonal employment and probationary Employees are required to wear safety footwear as a condition of employment. Such safety shoes or boots are to be purchased at no cost to the Employer. The exception to the foregoing shall be a seasonal student commencing his/her third consecutive seasonal term. In these circumstances the student shall be reimbursed with the dollar value of the Employer's cost of a pair of safety shoes.
- 20.6 The Employer agrees to provide all specialty tools required for the maintenance of the Employer's equipment. Specialty tools shall be tools not normally possessed by a general automotive mechanic. Further, the Employer agrees to replace tools damaged while in use on behalf of the Employer with a tool of equal quality for Employees performing the job of machinists, motor mechanics, welders, carpenters, plumbing repairers, equipment mechanics and yard attendants.
- 20.7 The Employer agrees to provide a washing machine to be located in the Maintenance Building/Fire Hall for employee uniform cleaning purposes at no cost to the Employee.
- 20.8 All Employees will be required, on an annual basis, to attend a medical examination to confirm their fitness for duty. All Firefighters to pass a fitness test to confirm fitness for duty. Both examinations and tests to be on Employer's time and at Employer's expense.

ARTICLE 21 CONTRACTING OUT

- 21.1 No Bargaining Unit Employee, with the exception of Custodians or Security Officers, shall be laid off or terminated or suffer a reduction in regular hours of work as a result of the Employer contracting out any of its work or services.
- 21.2 Prior to contracting out work now performed by the bargaining unit, the Employer shall, where practicable, provide ninety (90) calendar days written notice to the Union so as to allow the Union to make any representations it wishes. Any representations shall be made promptly and in any event within thirty (30) days of the above notice. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

ARTICLE 22 RETROACTIVITY

- 22.1 The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within 30 working days of ratification of the Memorandum of Settlement by both parties to:
 - (a) each Employee on the payroll of the Employer on the date of the signing of the Memorandum of Settlement; and
 - (b) each Employee who retired from his/her employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement; and

- (c) each Employee who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement. All cheques returned to the Employer due to failure of the terminated Employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such Employee within a period not to exceed six (6) months following the ratification date of both parties and such Employee shall pay all costs related to the cancelled cheque and production of the new cheque.

ARTICLE 23 REPRESENTATION

- 23.1 The Union has the right to have, at any time, in attendance, Official Representatives of the Canadian Union of Public Employees or the Union's Business Agent at meetings with the Employer for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.
- 23.2 The Employer has the right to have, at any time, in attendance, any supervisory persons, at meetings with the Union for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.
- 23.3 Labour/Management Committee
 - (a) A Joint Labour/Management Committee ("Committee") shall be maintained to discuss labour relations issues. The Committee shall have no authority or jurisdiction to discuss grievances or attempt their resolution, nor shall the Committee have authority jurisdiction to alter, amend or negotiate the terms of this Agreement. The Committee does not have the power to bind either the Union or its members or the employer to any decision or conclusion reached in their discussions.
 - (b) Either party shall request, in writing, no more than once per month, a meeting of the Committee, unless otherwise agreed to between the parties. Seven (7) days prior to the scheduled meeting date, the party requesting the meeting will present the other party with an agenda, outlining in sufficient detail, the matters to be discussed. The party being requested to attend may add matters to the agenda no less than three (3) days prior to the meeting except on consent of the party requesting the meeting.
 - (c) Meetings shall be held at a time and place mutually agreed upon and as expeditiously as possible.
 - (d) Each party shall name a co-chair who shall chair alternate meetings. Each party is entitled to three (3) members which includes the co-chair.
 - (e) Minutes of the meeting shall identify speakers only as either "Union" or "Management" and shall be the responsibility of the Employer to produce. The Union co-chair shall review and provide approval to the minutes prior to their being distributed to the Committee.
 - (f) A copy of the minutes shall be posted on the Union Board.

- (g) No Union member shall suffer a loss in pay while attending a Committee meeting.

ARTICLE 24 EDUCATION

- 24.1 The Employer agrees to place into a special fund one-half cent (1/2¢) per hour for each Employee bargaining unit, calculated on the basis of regular hours only, for the purpose of providing paid leave for Union training. Such monies are to be paid on a quarterly basis into a trust fund established by CUPE Local 5167 and sent by the Employer to the Treasurer of CUPE Local 5167. This fund shall be used to finance attendance of members of the bargaining unit at Leadership Training Institutes and must not be used to promote the political purposes of any political party. Requests for such leave shall be submitted 30 calendar days prior to the dates of such leave.
- 24.2 The Company will agree to pay for tuition, books, and wages at the Company's sole discretion for Company-approved courses which will be analyzed on a one by one basis. Workers will be reimbursed after satisfactory completion of the management pre-approved course

ARTICLE 25 TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 25.1 Travel allowance shall be paid only under the following conditions:
- (a) the Employee is authorized and directed to use his/her vehicle for the purposes of travelling from job site to job site and,
 - (b) the Employee has presented proof that his/her automobile insurance has been endorsed for business purposes.
- 25.2 The mileage rate paid per kilometre driven on the Employer's business will be forty-eight (48) cents for the first five thousand (5,000) kilometres per annum and forty-four (44) cents for all kilometres in excess of five thousand (5,000).

In addition, each Employee who meets the above conditions shall be entitled to reimbursement of up to one-hundred (100) dollars per year upon submission of receipt from his/her insurer.

ARTICLE 26 TECHNOLOGICAL CHANGE

- (a) The Union agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting Employees, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes.

Such notice shall contain the information known to the Employer respecting

- (i) the nature and degree of change,

- (ii) the date or dates on which the Employer plans to effect the change,
 - (iii) the location or locations involved.
- (b) Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any Employee.
- (c) The words “technological change” in this Article mean
 - (i) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and
 - (ii) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

ARTICLE 27 CORRESPONDENCE

27.1 All formal correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall pass from the Employer’s President or designate to the Union’s Unit Vice-President and a copy sent to the President of CUPE Local 5167. Such correspondence from the Union to the Employer shall pass from either the Union’s Unit Vice-President or from the President of CUPE Local 5167. The Union shall furnish the Employer in writing the name and address of the Union’s Unit Vice-President and the President of CUPE Local 5167 to allow the sending of correspondence.

ARTICLE 28 NEW EMPLOYEES

- 28.1 The Employer agrees to give to new Employees (part-time and full-time) a copy of this Agreement. The Employer shall ensure that the new Employee is, within the first two (2) weeks of employment, introduced to the Union Vice-President and provided up to one hour with no loss in pay to either Employee, to allow the Unit Vice-President to acquaint the new Employee with both the Agreement and the Union. The aforementioned introduction and meeting shall occur on the Employer’s premises.
- 28.2 The Employer and the Union will each pay one-half (1/2) of the cost of the printing of the Agreement provided such printing is completed at a unionized workplace, by unionized staff. Otherwise, the Employer shall bear the cost of printing.

ARTICLE 29 UNION LABEL

29.1 All uniforms supplied by the Employer shall bear the Union Label.

ARTICLE 30 DURATION OF AGREEMENT

30.1 This Agreement shall remain in force and effect from and including the 2nd day of October, 2008, to and including the 1st day of October, 2014, and from year to year thereafter unless within a period of ninety (90) days before the 1st day of October in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of this Agreement or the making of a new Agreement.

- 30.2 The Negotiating Committee of the Union will provide the Employer with notice in writing of the desire to bargain on July 1st of the final year of the Agreement. Any amendments to the Agreement as may be proposed by either party to the Agreement, are to be provided to the other party the Agreement on July 15th of the final year of the Agreement.
- 30.3 It is understood and agreed that this Collective Agreement for the period October 2, 2008 to October 1, 2014, is the sole Collective Agreement between the Employer and the Union.

IN WITNESS WHEREOF the Parties hereto have on this _____ day of _____, 20____
affixed their respective seals attested by the hands of their respective proper officers in that behalf
duly authorized.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HAMILTON INTERNATIONAL AIRPORT LIMITED

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5167, AIRPORT UNIT**

SCHEDULE 'A'

HAMILTON INTERNATIONAL AIRPORT LIMITED

CUPE Local 5167 Airport Unit

		Oct 2/08	Oct 2/09	Oct 2/10	Oct 2/11	Oct 2/12	Oct 2/13
	Previous Rate	New Rate 2%	New Rate 2.5%	New Rate 2.5%	New Rate 3%	New Rate 3.5%	New Rate 3%
Hourly Rates							
Lead Hand, Airside Operations	25.76	26.28	26.93	27.61	28.43	29.43	30.31
Lead Hand, Security Officer	15.35	15.66	16.05	16.45	16.94	17.54	18.06
Equipment Operator	22.76	23.22	23.80	24.39	25.12	26.00	26.78
Equipment Operator (Probationary)	18.20	18.57	19.04	19.51	20.10	20.80	21.43
Airport Fire Officer	25.63	26.14	26.80	27.47	28.29	29.28	30.16
Airport Fire Officer (Probationary)	20.50	20.91	21.44	21.97	22.63	23.42	24.13
Airport Motor Mechanic	27.28	27.83	28.52	29.23	30.11	31.17	32.10
Airport Motor Mechanic (Probationary)	21.82	22.26	22.82	23.39	24.09	24.93	25.68
Airport Motor Mechanic - Apprentice	26.04	26.56	27.22	27.91	28.74	29.75	30.64
Airport Motor Mechanic – Apprentice (Probationary)	20.83	21.25	21.78	22.32	22.99	23.80	24.51
Airport Motor Mechanic - Helper	24.83	25.33	25.96	26.61	27.41	28.37	29.22
Airport Motor Mechanic – Helper (Probationary)	19.86	20.26	20.77	21.29	21.93	22.69	23.37
Airport Operations Specialist	25.11	25.61	26.25	26.91	27.72	28.69	29.55
AOS (Probationary)	20.09	20.49	21.00	21.53	22.17	22.95	23.64
Security Officer	14.35	14.64	15.00	15.38	15.84	16.39	16.89
Security Officer (Probationary)	11.48	11.71	12.00	12.30	12.67	13.11	13.51
Student	New	10.71	10.98	11.25	11.59	12.00	12.36

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

OVERTIME

Employees may agree to work in excess of 48 hours in any one week period and agree to work in excess of 96 hours in any two week period.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

TOOL ALLOWANCE

The Employer agrees to institute a tool allowance for vehicle mechanics to be provided at the Employer's discretion, in an amount up to five hundred (500) dollars per Employee, in order to address a need to replace tools whose design has been rendered obsolete as a consequence of wholesale changes in the Employer's fleet.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

WEATHER CONDITIONS

The Employer agrees where possible during periods of extreme cold and extreme condition of heat that the Employer shall make an effort to provide rest periods in warmer or cooler environments where appropriate.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

SECURITY

Notwithstanding Article 21.1, the contracting out protection shall extend to include protection for the existing 6 full-time Security Officer Employees as of May 29, 2009

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

STUDENT WORKERS

Whereas the parties agree it is of mutual interest for operational and administrative purposes that the employment relationship between the Airport, Local 5167, and Students be clarified and adjusted so that all Students performing work currently within the scope of Local 5167 are put in the same position; and,

The parties hereby agree, to the following terms and conditions.

1. The provisions of the Memorandum shall apply to all Students employed in the job classification set forth in Schedule “A” attached hereto and forming part of this Memorandum, and for clarification, the rate of pay set forth in the said schedule herein shall apply to all such Students.
2. The parties agree that the Student job classifications set forth in Schedule “A” are exempt from any and all Job Evaluation Manual Procedures and Rating Manual for Job Evaluation and Wage Administration.
3. It is not the intent of the Employer to use Summer Students as a means by which to reduce regular Full-Time staff complement on a permanent basis, or to otherwise usurp the posting provisions of the Collective Agreement(s).
4. A Student is an Employee with the Airport, occupying a Full-Time student position, during his or her regular school, college or university vacation period, or in a student employment program, during his or her regular school, college or university session or vacation period or occupying a “co-operative education position” under a co-operative education program.

5. No Student shall be retained in employment beyond the second pay week of September unless employed as part of a co-operative education program. In any event, other than co-op students, no student will be eligible for employment beyond the second pay week of September.

6. The use of Student Employees shall not result in a reduction to the permanent staff complement in any area.

7. Local 5167 recognizes that Students shall not be classed as “regular employees” and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the Airport as a Student shall not count towards a probationary period or accumulated aggregate service.

8. No Student shall be retained in work, or be hired to work, within any Local 5167 bargaining unit position until any Employees laid-off from any Local 5167 bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.

9. In the event that a student is assigned to work that will be supervised by a CUPE Local 5167 member the member shall be entitled to receive lead hand rate of the classification

For clarity, it is understood that at no time shall the Student complement exceed twenty percent (20%) of the full-time complement.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between -

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

ERS TRAINING

Current Airport Fire Officers will receive a \$2.50 per hour premium to the regular hourly rate for training cross-trained employees. Such premium shall also be paid for preparation time.

The Company will compensate one Fire Officer per year for NFPA 1041 training. In considering which Fire Officer shall first receive the training, the Company shall consider skill, ability and qualifications of the individuals. When these factors are relatively equal among the candidates, then preference will be given to the employee with the greatest seniority.

Existing Fire Officers agree to continue to offer training to potential cross-trained employees.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

AOS PROGRAM

Fire Officer:

- Scheduled pursuant to article 4.3.
- Primary incident commander.
- Lead in delivering training programs to ERS staff.
- The fifth Fire Officer (individual with the least seniority) will be responsible for covering vacation/lieu time/sickness. When no Fire Officers are absent for their work shifts, the fifth Fire Officer will be scheduled as the second ERS responder in the fire hall and will perform the additional functions as indicated in the AOS role below. Nothing herein shall be construed in any way to permit the employer to assign any additional duties and functions to any of the other fire officer positions.

Airport Operations Specialist (AOS):

- Scheduled pursuant to article 4.3.
- Primarily second ERS responder in the fire hall, however all AOS will receive training and development opportunities to act as incident commander if required.
- Can perform both ERS and maintenance functions during the course of a shift.
- Some shifts will require the AOS role to work solely in fire hall or solely in maintenance.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

SCHEDULING

The parties agree to establish a scheduling committee to deal with on-going scheduling issues. The Union representation on the committee may include one representative from each classification, the Unit VP and CUPE National Representative (or designate).

A meeting of the scheduling committee shall be held within two weeks of either party initiating a meeting.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

NEW PART-TIME & SEASONAL HIRES

The parties agree that the Employer shall use its best efforts to utilize all new part-time and seasonal hires to reduce the need for full-time staff to work on the weekend. New hires shall be defined as someone who is hired after the date of Ratification.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

LETTER OF UNDERSTANDING

- between –

JOHN C. MUNRO HAMILTON INTERNATIONAL AIRPORT

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND ITS LOCAL 5167

AIRPORT FIRE OFFICER & EQUIPMENT OPERATOR

The Employer agrees to the following with respect to the Airport Fire Officer and Equipment Operator roles:

- The addition of a fifth Fire Officer position to cover vacation/sickness/illness for the Fire Officer role.
- Commitment on the Employer's behalf to maintain a minimum core staff of 4 Fire Officers and 4 Equipment Operators, subject to commercial passenger or cargo flight movements not decreasing by more than 10% from the date of ratification of this Agreement.

Signed at Hamilton, Ontario, this _____ day of _____, 2010

For the Employer:

For the Union:

APPENDIX "A"

INCOME PROTECTION PLAN

This Plan is comprised of two parts:

1. Short Term Income Protection Plan
2. Long Term Income Protection Plan

Note: This is a Plan description and final details of the Long Term Income Protection Plan will be subject to acceptability of the Insurance Company.

The Employers will be responsible respectively only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

The Plan was effective January 1, 1982 and revised January 1, 1990.

SECTION A

INTRODUCTION TO INCOME PROTECTION PLAN

1. The following Plan is designed to provide the Employee with an income if he/she cannot perform his/her normal duties due to illness/non-occupational injury during both short and long term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Workplace Safety & Insurance Benefits. Provision is included under the Short Term Income Protection Plan to “top up” awards from the Workplace Safety & Insurance Board from an Employee’s cumulative sick leave plan credits to 100% of earnings. An Employee will be paid while he/she is disabled until the earlier of:
 - (a) the Employee return to work; or
 - (b) the Employee retires, either at the normal retirement age or opts to retire early; or
 - (c) the Employee exhausts his/her entitlements under either of the plans; or
 - (d) the Employee dies.

2. Definitions

Employee: For the purposes of this plan an Employee is one who is either full time non-union or unionized and covered by a contractual Union agreement which includes the Income Protection Plan and who has completed his/her probationary period.

Employee-New: A new Employee is one who has not completed his/her probationary period.

Short Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending his/her regular work and which extends for a period of not more than twenty-six (26) weeks.

Long Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay: For the purposes of this Plan, a week’s pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee’s standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

SECTION B

3 COMMENCEMENT OF I.P.P.

- (a) a new Employee shall commence coverage under the Plan on the first working day following completion of his/her probationary period, and
- (b) an Employee who is not present at work on becoming eligible, will commence coverage following his/her return to work.

4 SENIORITY SERVICE

Service for all Employees, for the purpose of the Plan, shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

SECTION C

5 SHORT TERM INCOME PROTECTION PLAN

Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule:

SENIORITY SERVICE	AMOUNT PAYABLE	
	100% OF PAY	70% OF PAY
From the date of eligibility to December 31 st	plus 15 weeks	
1 st full year of service as of January 1 st	2 weeks	plus 24 weeks
2 nd full year of service as of January 1 st	3 weeks	plus 23 weeks
3 rd full year of service as of January 1 st	4 weeks	plus 22 weeks
4 th full year of service as of January 1 st	5 weeks	plus 21 weeks
5 th full year of service as of January 1 st	6 weeks	plus 20 weeks
6 th full year of service as of January 1 st	7 weeks	plus 19 weeks
7 th full year of service as of January 1 st	8 weeks	plus 18 weeks
8 th full year of service as of January 1 st	9 weeks	plus 17 weeks
9 th full year of service as of January 1 st	10 weeks	plus 16 weeks
10 th full year of service as of January 1 st	11 weeks	plus 15 weeks
11 th full year of service as of January 1 st	12 weeks	plus 14 weeks

12 th full year of service as of January 1 st	13 weeks	plus 13 weeks
13 th full year of service as of January 1 st	14 weeks	plus 12 weeks
14 th full year of service as of January 1 st	15 weeks	plus 11 weeks
15 th full year of service as of January 1 st	16 weeks	plus 10 weeks
16 th full year of service as of January 1 st	17 weeks	plus 9 weeks
17 th full year of service as of January 1 st	18 weeks	plus 8 weeks
18 th full year of service as of January 1 st	19 weeks	plus 7 weeks
19 th full year of service as of January 1 st	20 weeks	plus 6weeks
20 th full year of service as of January 1 st	21 weeks	plus 5weeks
21 st full year of service as of January 1 st	22 weeks	plus 4 weeks
22 nd full year of service as of January 1 st	23 weeks	plus 3 weeks
23 rd full year of service as of January 1 st	24 weeks	plus 2 weeks
24 th full year of service as of January 1 st	25 weeks	plus 1 weeks
25 th full year of service as of January 1 st	26 weeks	plus 0 weeks

Where available, sick leave credits may be used to extend the payment of 100% weeks.

- (i) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
 - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
 - (b) from the second day of the third absence in the calendar year, and
 - (c) from the third day of the fourth absence in the calendar year, and
 - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
- (ii) Where applicable, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
- (iii) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular on going treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely

commence and cease.

- (iv) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.
- 6
- (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
 - (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
 - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
- 7
- (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
 - (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
 - (iii) An Employee who is engaged in outside employment apart from his/her employment with the Employer is not entitled to any benefits under the provisions of the short term income protection plan for any occupational injury or sickness sustained during such period of outside employment.
 - (iv) The Employer will continue to pay fringe benefits costs including Dental, Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty (30) consecutive months. When required, payroll deductions for pension purposes will continue to be made from disability pay.
8. Benefits are not payable for the following:
- (i) disability where you are not under continuing medical supervision and treatment,
 - (ii) pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the Employer;
 - (iii) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured period is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution.
 - (iv) If your disability is due to nervous, mental, psychological or emotional disorder, payment will not be made unless you are under the care of, or being referred, to a registered specialist in psychiatry, or a doctor approved by the registered specialist in psychiatry.

REGULATIONS

- 9 (i) An Employee shall on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Human Resources Director or Supervisor.
- (ii) An Employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- (iii) Upon receiving notice of an Employee's illness/non-occupational injury, the Human Resources Director or Supervisor shall on the same day report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Human Resources Director.
- (iv) An Employee whose illness/non-occupational injury extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Human Resources Director or Supervisor.
- (v) Where the Human Resources Director or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Human Resources Director may demand a doctor's certificate for one day of absence.
- (vi) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a doctor's certificate with his/her Human Resources Director or Supervisor.
- (vii) An Employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- 10 An Employee who has been absent on six occasions under this plan in a calendar year shall then be placed on the mandatory doctor's certificate list.
- 11 The Head of a Department is responsible for reporting to the Human Resources Director all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
- 12 The Human Resources Director
- (a) shall keep a record of all sick leave and accumulated credits and
- (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.

- 13 On retirement or death of an Employee the Human Resources Director shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of his/her retirement or death.