



THUNDER BAY
International Airports Authority Inc.

JAN 05

Collective Agreement

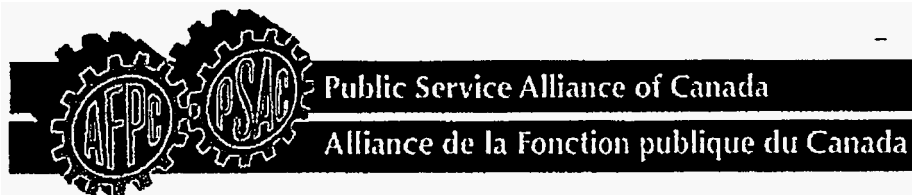
Between

The Thunder Bay International Airports Authority

And

The Public Service Alliance of Canada

Effective January 1, 2008 through December 31st, 2013



13226(02)

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1. PURPOSE AND SCOPE OF AGREEMENT

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

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

2. MANAGERIAL RESPONSIBILITIES

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

3. DURATION

The Collective Agreement shall be in effect from January 1, 2008 and shall remain in effect for a period of 6 years.

4. RETROACTIVITY

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

5. INTERPRETATION AND DEFINITIONS

For the purposes of this agreement;

Union means the Public Service Alliance of Canada.

'Bargaining unit means the employees of the Employer as described in the "Recognition" Article of this agreement.

Continuous employment means:

- a) for those employees who transferred from the Federal Government to the TBIAAI on September 1, 1997, prior years employment in the Public Service of Canada as recognized by the Federal Government on August 31, 1997, and length of service with the TBIAAI;
- b) for those employees who did not transfer from the Federal Government to the TBIAAI on September 1, 1997, length of service with the TBIAAI.

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

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

Employer means the Thunder Bay International Airports Authority Inc. (TBIAAI).

Holiday means

(i)
the twenty-four (24)-hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;

(ii)
however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

(a) on the day it commenced where half (1/2) or more of the hours worked fall on that day,
or

(b) on the day it terminates where more than half (1/2) of the hours worked fall on that day.

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

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

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

Membership dues means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy.

Overtime means:

(i) in ~~the~~ case ~~of~~ a full-time employee, ~~authorized work~~ in excess of the employee's scheduled hours of work;

or

(ii) in ~~the~~ case of a part-time employee, ~~authorized work in excess of the normal~~ daily or weekly hours of work of a full-time employee but does ~~not~~ Include time worked on a holiday.

Probationary Employee means employee who has not completed six months of continuous service.

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

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

Student means person hired for a short period ~~of~~ time who is meeting his or her educational curriculum ~~or/and~~ enrolled in school. Students are excluded from the bargaining unit.

TBIAAI means the Thunder Bay International Airports Authority Inc.

Year means January 1st to December 31st.

Year End means December 31st.



6. AGREEMENT RE-OPENER

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

7. STRIKES OR LOCK-OUTS

7.1.

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

7.2.

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

7.3.

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

8. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Thunder Bay International Airports Authority Inc., excluding the administrative assistant to the President & CEO, co-op/summer students, fire chief, human resources advisor, comptroller, managers and those superordinate to manager.

9. EMPLOYEE REPRESENTATIVES

9.1. Representatives

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

9.2.

The Union shall notify the Employer in writing of the name and jurisdiction of its representatives identified pursuant to Article 9.1. The Union shall provide written notification to the Employer of the names and executive positions of the local.

9.3.

The Union representatives identified pursuant to Article 9.1 shall not leave their work to investigate an employee complaint, or process a grievance or undertake any other Union business during working hours without prior consent of the representative of the Employer. Such consent will not be unreasonably denied.

9.4.

The Employer will introduce a new employee to a representative of the Union on the employee's first day of work.

10. USE OF EMPLOYER FACILITIES

10.1.

Reasonable space on bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union including the names of Union representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

10.2.

Where practical, the Employer will provide a meeting room to the Local so that it may carry out Union business.

11. DISTRIBUTION OF AGREEMENT

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

12. STANDARD OPERATING PROCEDURES

12.1.

Employees shall comply with all TBIAA implemented standard operating procedures and rules and regulations including those relating to conduct and work performance. The Employer agrees that in the event any employee is disciplined for failure to comply with any such standard operating procedures, rules and regulations, Article 32 "Grievance Procedure" will apply.

12.2.

Standard operating procedures shall not contravene the Canada Labour Code, the Canadian Human Rights Act, or the collective agreement, and an allegation of such contravention is subject to the grievance procedure.

13. NO DISCRIMINATION

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

14. HARASSMENT

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and agree that sexual harassment will not be tolerated in the work place.

15. LEAVE WITH PAY

15.1. LEAVE-GENERAL

15.1.1.

An employee is entitled, once in each calendar year, to be informed upon request, of the balance of his or her vacation and personal leave credits.

15.1.2.

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

15.1.3.

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

15.1.4.

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

15.1.5.

All leave must be approved in writing by the Employer using the Employer's leave request form.

15.2. VACATIONLEAVE

Years of Continuous Service	Fire Fighters & Officers Monthly Vacation Credit	All Others Monthly Vacation Credit
1 - 8 years	1.27 Days	1.25 Days
8 - 19 years	1.75 Days	1.67 Days
19 - 30 years	2.23 Days	2.09 Days
30 years plus	2.64 Days	2.50 Days

15.2.5. Conversion of Days to Hours

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

For the purpose of this Agreement and application of hourly leave entitlements:

(l) a 'day' equals AVERAGE scheduled hours per week divided by five (5).

15.2.6. Carryover

Employees are expected and encouraged to take all their vacation leave during the vacation year in which it is earned. Earned but unused vacation leave credits may be carried over to a maximum of thirty (30) days of vacation leave credits. No cash payout of unused vacation leave credits is permitted. In the event an Employee dies or otherwise ceases to be employed, an amount equivalent to the unused vacation leave credits shall be paid to the Employee or the Employee's estate.

15.2.7. Cancellation of Approved Leave

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

15.2.8. Displacement of Vacation Leave

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

15.3. PERSONAL LEAVE WITH PAY

15.3.1. Credits

An employee shall earn personal leave credits of one and a half (1.50) days for each calendar month for which the employee receives pay for at least fifteen (15) days. Earned and unused personal leave, shall be carried over.

For the purpose of calculating leave credits:
a "day" equals AVERAGE scheduled hours per week divided by (5)

For the purpose of this Article any medical forms requested by the Employer shall be paid for by the Employer.

15.3.2. Granting of Personal Leave

An employee is eligible for personal leave with pay when he or she is unable to perform his or her duties because of illness, injury, treatment by a medical professional, or family related responsibilities. Personal leave will be granted subject to the following criteria:

- (a) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,
and
- (b) the employee has the necessary personal leave credits.

If the period of personal leave with pay does not exceed four (4) days, and unless otherwise informed by the Employer, a statement signed by the employee stating that he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of Article 15.3.2(a).

15.4. FLEX LEAVE WITH PAY

Each calendar year employees shall be granted leave credits equivalent to two (2) days leave or two (2) shifts (as applicable) at his/her regular rate of pay. The employee shall be expected to take this leave within the calendar year in which *it is granted*. Carryover of flex leave into the following year shall not be permitted.

15.5. WORKPLACESAFETY & INSURANCE BOARD

When an employee ~~is~~ injured on duty and ~~is~~ granted personal leave with pay, the personal leave with pay shall be reinstated ~~if~~ and when the Workplace Safety & Insurance Board approves the employee's claim and reimburses ~~the~~ Employer for personal leave wages.

15.6. PAID HOLIDAYS

15.6.1. General Holidays

Except as provided by Article 15.6.2 the following general paid holidays will be recognized by the Employer:

- Christmas Day
- Boxing Day
- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day*

Subject to operational requirements an employee shall be allowed to take a day or shift in lieu of the Remembrance Day general holiday. The day or shift in lieu of Remembrance Day must be taken in the calendar year in which it is earned.

15.6.2. For Employees Subject to the Standard Work Schedule

Except as provided by Article 15.6.3 when any of these holidays occur within the employee's regular work week on a day which the employee would otherwise have worked, the Employer will pay eligible employees for the number of straight time hours they would otherwise have worked on such days. The rate of pay for such time shall be their respective straight time hourly rates for each such holiday not worked.

A full-time employee is eligible for this payment provided he or she has completed thirty working days.

The Employer reserves the right to observe the holiday on the preceding Friday or succeeding Monday as may be convenient to the Employer when such holiday falls on a Saturday or Sunday. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay or Leave With or Without Pay For Union Business.

15.6.3. Modified Work Schedule

An employee subject to modified work schedules will receive an advance equivalent to the anticipated credits for leave with pay in lieu of the general holidays identified in Article 15.6.1. For the purposes of this Article, one general holiday is equivalent to one shift.

Scheduling of lieu leave:

- (a) Employees are expected to take all the general holidays during the calendar year in which it is granted. If an employee is required by the Employer to work on his or her scheduled lieu day then he/she will be paid at the applicable overtime rate.
- (b) An employee shall advise the Employer in writing, of his or her request for time off in lieu of the general holidays as soon as possible after January 1st but before February 28th.
- (c) If the employee fails to advise the Employer in writing, of his or her lieu request by February 28th, the Employer will schedule the lieu leave on behalf of the employee.
- (d) Subject to operational requirements the Employer shall make every reasonable effort to schedule an employee's lieu leave in the calendar year in which it is earned and in a manner acceptable to the employee.

15.6.4. Work On a General Holiday

This Article only applies to employees subject to a standard work schedule and to Airfield Maintenance Technicians, Airfield Maintenance Leadhands and Winter Maintenance Technicians required to work a modified work schedule for a portion of each year.

A day designated as a general holiday coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. When a day that is a general holiday is moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as general holidays coincides with an employee's consecutive days of rest, the holiday shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are general holidays are moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

When a day designated as a general holiday for an employee is moved to another day as stated above:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and
- b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

When an employee works on a holiday, he or she shall be paid:

- a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work, and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on ~~the~~ holiday OR
- b) upon request, and with the approval of the Employer, the employee may be granted:
 - i) a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday, and
 - ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled
 - iii) pay at two (2) times the straight-time rate of pay for all hours worked by him or her on ~~the~~ holiday in excess of the regular daily scheduled hours of work.

15.6.5.

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

15.6.6. Religious Holy Day

The Employer recognizes that its workforce includes employees of various religious beliefs. The Employer agrees to allow an employee to exchange any of the general holidays listed in Article 15.6.1 for a requested day off with pay under ~~this~~ Article.

15.7. COURT LEAVE WITH PAY

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

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

An amount equivalent to any monies paid by the court system other than for direct expenses will be deducted from the employee's pay. In order to qualify for payment under this article the employee must provide the Employer with proof that he/she is required for such leave.

15.8. BEREAVEMENT LEAVE WITH PAY

When an employee's spouse (including common-law spouse), **parent(s)**, spouse of the father or mother (including common-law spouse), **child(ren)**, sister, brother, father-in-law (including common-law), mother-in-law (including common-law) and any relative permanently residing in the employee's household or with whom the employee resides dies; upon completion of three months service, an employee shall be entitled to a bereavement period of a **maximum** of four (4) consecutive calendar days. During such period the employee shall be granted leave with pay for those days which are not regularly scheduled days of rest for the employee.

16. OTHER LEAVE WITH OR WITHOUT PAY

General

All leave must be approved in writing by the Employer using the Employer's leave request form.

16.1. LEAVE - Maternity & Parental Leave Without Pay

16.1.1. (a) General

- i) An employee shall **notify** the Employer **in writing**, at least four (4) weeks **in advance** of the Initial date of the intended period of leave under this Article, unless there **is** a valid reason why the notice cannot be given.
- ii) **When** the employee returns to work from any period of leave under **this** Article, the Employer will return the employee to the same position which the employee held prior to the leave, provided the position exists, but **In** any event, the employee shall be reinstated to a comparable position **with** the same wages and benefits.

16.1.2. Maternity Leave Without Pay

- i) An employee who has requested maternity leave shall be granted **maternity** leave without pay for a **period** not exceeding **seventeen (17) weeks**.
- ii) At its discretion, the Employer may require an employee to submit a **medical certificate** certifying pregnancy.
- iii) Prior to the **birth of** the child, at the employee's option, the employee may request **In writing** to continue the Canadian Airport Council pension, benefit, and life insurance plans. The employee will be required to pay her applicable share of the cost of the plans to continue coverage. During any period of maternity leave, the Employer will continue to pay its applicable share of the cost of these plans if the employee elects to continue coverage.
- iv) An employee who has not commenced maternity leave without pay may elect to use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates.

Leave granted under this Article shall count as 'continuous employment'.

16.1.3. Maternity Leave Allowance

An employee must complete at least **12** months of continuous service to be eligible to receive the maternity leave allowance. In respect to the period of maternity leave, the maternity leave allowance payments made according to the Supplementary Unemployment Plan will consist of the following:

- i) an allowance of **93%** of her average weekly gross rate of pay, for each of the first two weeks; and subsequently
- ii) an allowance of **38%** of her average weekly gross rate of pay for a maximum of **fifteen (15 weeks)**.

Average weekly gross rate will be calculated using the **12 weeks rate of** pay preceding **the** maternity leave.

16.1.4. Parental Leave Without Pay

Upon written request by the employee, leave up to **thirty-seven (37) weeks** under this Article shall be granted to:

- i) a female employee following an approved period of maternity leave,
- ii) a male employee who will come into the care and custody of a newborn child,
- iii) an employee who has obtained a court order to adopt a child.

Parental leave without pay shall not exceed thirty-seven (37) weeks, and shall not extend beyond **fifty two (52) weeks** after the birth or adoption of a child.

- I) ***Prior to commencement of such leave***, at the employee's option, the employee may request in writing to continue the Canadian Airport Council pension, benefit, and life insurance plans. The employee will be required to pay his or her applicable share of the cost of the plans to continue coverage. The Employer will continue to pay its applicable share of the cost of these plans if the employee elects to continue coverage.

Leave granted under this Article shall count as 'continuous employment'.

16.2. Leave Without Pay for the Care of Pre-school Age Children

Subject to operational requirements, upon written request, an employee may be granted leave without pay for the personal care and nurturing of his or her preschool age children.

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

Leave granted under this Article shall not count as "continuous employment".

16.3. LEAVE WITHOUT PAY FOR PERSONAL NEEDS

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

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

Prior to the commencement of such leave, at ~~the~~ employee's option the employee may request in writing to ~~continue~~ **in the** Canadian Airports Council pension, benefit and life Insurance plans. The employee **will** be required to pay **both the** employee and Employer share of the cost **of** the plans if they elect to continue coverage.

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

16.4. LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

16.4.1.

When operational requirements permit, the Employer will grant leave with pay during regular working hours:

- (a) to an employee who makes a complaint pursuant to Article 32 on his or her behalf, and
- (b) to an employee who acts on behalf of or is witness to an employee making a complaint pursuant to Article 32.

16.4.2. Meetings During the Grievance Process

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

- (a) when the Employer originates a meeting with the employee who has presented the grievance, leave with pay and
- (b) when an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee.

16.4.3.

When an employee wishes to represent, at a meeting with the Employer, an employee who has presented a grievance, the Employer will arrange the meeting having regard to operational requirements, and will grant leave with pay during regular working hours to the representative when the meeting is held in Thunder Bay and leave without pay when the meeting is held outside Thunder Bay.

16.4.4.

Where an employee has asked or is obliged to be represented by the Union relative to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave:

- a) with pay for discussions aimed at the resolution of a disagreement without resorting to the submission of a grievance
- b) without pay for the preparation or discussion of a formal grievance

16.4.5. Contract Negotiation Meetings

When operational requirements permit and provided negotiations are concluded without filing for conciliation, the Employer will grant leave with pay to up to three employees for the purpose of attending contract negotiation meetings on behalf of the Union. In the event the Union files for conciliation, all leave approved under this article prior to and after the date of filing will be without pay and the Employer will be reimbursed by the Union accordingly. In the event the Employer files for conciliation, leave with pay will be discontinued as of the date of filing.

16.4.6. Preparatory Contract Negotiation Meetings

When operational requirements permit, the Employer will grant leave without pay to the duly appointed bargaining representatives to attend preparatory contract negotiation meetings. The Employer agrees to continue regular wages and benefits of affected employees. The employee(s) shall submit to the Employer a leave application form requesting leave without pay. The Union agrees to reimburse the Employer for wages and benefits paid to employees pursuant to this section.

16.4.7. Union Training & Business

When operational requirements permit, the Employer will grant leave without pay to attend Union training, conventions or other Union business.

17. PAY

17.1.1. Pay

The terms and conditions governing the application of pay to employees are detailed in Appendix "A" – Pay Rates.

17.1.2. Classification

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

17.1.3. New Positions

If during the term of this Agreement a new bargaining unit position is established and implemented by the Employer, the Employer shall before applying rates of pay to the new position, negotiate with the Union the applicable rates and rules.

17.1.4. Signing of Agreement

The rates of pay set forth in Appendix "A" of the Agreement shall become effective on the dates specified in the Agreement.

17.1.5. Acting Pay

Only when an employee is assigned in writing by the Employer to substantially perform the duties of a higher pay rate position in the bargaining unit in an acting capacity, and performs those duties for at least two (2) full working days or two (2) full shifts, the employee shall be paid acting pay calculated from the date that the employee commenced to act as if the employee had been appointed to that higher position for the period in which the employee acts.

17.1.6. Shift & Weekend Premium

Field Maintenance Technicians, Winter Maintenance Technicians and Airfield Maintenance Leadhands working shifts will receive a shift premium of one dollar (**\$1.00**) per hour for all hours worked including overtime hours, between 4:00 p.m. and 7 a.m. The shift premium will not be paid for hours worked between 7:00 a.m. and 4:00 p.m.

Field Maintenance Technicians, Winter Maintenance Technicians and Airfield Maintenance Leadhands shall receive an additional premium of seventy-five (**.75**) cents per hour for all hours worked including overtime hours on Saturday, and/or Sunday and general holidays.

17.2. OVERTIME COMPENSATION

17.2.1. Asslgnment of Overtime

- a) Subject to operational requirements when overtime work is available the Employer shall make every reasonable effort to allocate overtime work on an equitable basis

17.2.2 Overtime Compensation

Overtime shall be paid for hours worked In excess of an employee's scheduled daily hours of work, and shall be compensated for each completed fifteen (15) minute period at time and one-half (1 %) for the first day/shift of overtime for each hour worked for the number of hours equivalent to the employee's normal scheduled hours of work, and double time (2) for each hour worked thereafter on his/her second or subsequent day/shift of overtime, provided the days/shifts of overtime are consecutive.

17.2.3 Banking of Overtime - Compensatory Leave

Employees shall be paid for overtime except where, upon request of an employee and with the approval of the Manager, overtime shall be compensated by leave with pay (compensatory leave). The duration of such leave shall be equal to the overtime worked multiplied by the applicable overtime rate. Payment of such leave shall be at the employee's regular straight-time rate of pay in effect on the date immediately prior to the date on which the leave is taken.

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

17.2.4 Meal Allowance

Except when a free meal can be provided, an employee required to work overtime and who works at least three hours in an eight (8) hour period will be reimbursed \$10.00 without receipts or \$15.00 with itemized receipt for a meal.

The Employer will schedule a ½ hour paid meal break during each eight (8) hour period of overtime.

17.2.5 Travel

If an employee is required to travel out of town for the purpose of company business on a day of rest, the employee shall be compensated at time and one-half (1 ½) for each hour to a maximum of eight hours at their regular rate of pay.

17.3. CALLBACK PAY

17.3.1.

If an employee is called back to work

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

When an employee is called into work prior to his or her scheduled shift, and hours worked continue into his or her normally scheduled starting time, the employee shall be ~~paid~~ for actual hours worked at the time and one-half ($1\frac{1}{2}$) of the regular rate of pay for hours worked prior to the time the employee would normally commence his or her day or shift provided the employee works the full regularly scheduled day or shift.

Subject to operational requirements and approval by the Employer, an employee called into work prior to his or her scheduled shift may leave work early in lieu of the time worked prior to the scheduled start of the shift.

17.3.2. Reporting to Work

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

17.4. STANDBY PAY

17.4.1.

Applies to airfield maintenance technicians, winter maintenance technicians, airfield maintenance leadhands, and persons accepting duty manager responsibilities. All other classifications are excluded from this Article.

17.4.2.

Where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty (\$20) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

17.4.3.

An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties. No standby payment shall be granted if an employee is unable to report for duty when required.

17.4.4.

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

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

17.4.5.

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

17.5. SEVERANCE PAY

17.5.1. Weekly Rate of Pay

The weekly rate of pay referred to in the Articles below shall be the ~~weekly rate of~~ pay to which the employee is entitled for ~~the classification~~ prescribed in the employee's certificate of appointment on the date of the ~~termination~~ of the employee's employment.

17.5.2. Severance Benefits

(a) Lay-Off

An employee who is ~~terminated~~ (except for cause) and subject to ~~Article 17.5.3~~ shall receive severance benefits calculated on the basis of the employee's weekly rate of pay equal to one (1) week's pay for each complete year of ~~continuous~~ employment.

17.5.3. Pyramiding

Severance benefits payable to an employee under this ~~Article~~ shall be reduced by any period of continuous employment in respect ~~of~~ which the employee was already granted any type of ~~termination~~ benefit. Under no circumstances shall the maximum severance pay provided under ~~Article 17.5~~ be pyramided.

17.5.4. Grandfather Protection - Severance Pay

Employees who transferred from the Public Service of Canada to the Thunder Bay ~~International~~ Airports Authority Inc. September ~~1, 1997~~ shall receive severance benefits ~~calculated~~ on the basis of the employee's weekly rate of ~~pay~~:

a) Lay-off

(i) Subject to ~~Article 17.5.3~~, on the first lay-off ~~two (2)~~ weeks' pay for the first complete year of continuous employment and one ~~(1) week's~~ pay for each additional complete year of continuous employment.

(ii) On second or subsequent lay-off one ~~(1) week's~~ pay for ~~each~~ complete year of continuous employment, less any period in respect of which the employee was granted severance pay under sub-Article (a) (i) above.

b) Resignation

On ~~resignation~~, subject to ~~Article 17.5.3~~ and with ten ~~(10)~~ or more years of continuous employment, one-half (12) week's pay for each complete year of continuous employment up to a maximum of twenty-six ~~(26)~~ years with a maximum ~~benefit~~ of thirteen ~~(13)~~ weeks' pay.

c) Retirement

Subject to ~~Article 17.5.3~~ on retirement, when an ~~employee~~ is ~~entitled~~ to an immediate annuity under the Canadian Airports Council Superannuation Plan or when the employee is entitled to an immediate annual allowance under the Canadian Airports Council Superannuation Plan, a severance payment in respect of the employee's complete period of continuous employment, ~~comprised~~ of one ~~(1) week's~~ pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the ~~number~~ of days of continuous employment divided by ~~365~~, to a maximum of thirty ~~(30)~~ weeks' pay.

d) Death

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period ~~of~~ continuous employment, ~~comprised~~ of one (1) week's pay for each complete year of continuous employment and, in ~~the~~ case of a ~~partial~~ year of continuous employment, one (1) week's pay multiplied by the number of continuous employment divided by ~~365~~, to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

18. MEMBERSHIP DUES

18.1.1. Deduction from Pay

Subject to the provisions of this **Article**, the Employer will, as a condition of employment, deduct an amount equal to the membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

18.1.2.

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

18.1.3.

The amounts deducted in accordance with Article **18.1.1** shall be remitted to the **Comptroller** of the Union by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

18.1.4.

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

19. PENSION AND BENEFIT AND INSURANCE PLANS

The Employer will use the best efforts to maintain the overall value of the pension, benefit and insurance plans during the period of this agreement. If a revision provides a significant reduction in the overall value of the benefits, the revised plan will provide to the employees, other improved benefits or cash allowance. In the event that such a revision becomes necessary the Employer will consult with the Union regarding the changes.

The employer agrees not to increase premium costs without first notifying the Union. The cost sharing formula will remain as established at date of signing.

19.1. CAC Pension Plan

The Canadian Airports Council Pension Plan (the CAC Plan) was established September 1, 1997 as a multi Employer pension plan.

The CAC Plan has two parts:

- (i) The Superannuation Plan provides benefits similar to the federal government plan and is available only to those employees who transferred from Transport Canada on September 1, 1997.
- (ii) Subject to the CAC Plan eligibility criteria the Defined Contribution Plan is available to employees who joined the TBIAAI after September 1, 1997 as well as to any of the transferring employees who so elect.

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

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

19.2. Benefit & Insurance Plans

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

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

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

Post-Retirement Health Coverage – The Employer will assist retiring employees with the option of signing up for the "retiree health" plan offered by Sun Life or Manulife. Premium costs will be the responsibility of the retiree.

20. TRAVEL EXPENSES

In accordance with TBIAAI travel policy, employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed actual reasonable expenses incurred by the employee.

21. CLOTHING PROVISION & SAFETY EQUIPMENT

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

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

The Employer may provide laundry services for coveralls, parkas and bunker gear at no cost to the employee. Maintenance of an employee's "Personal Clothing Issue" is the responsibility of the employee.

Initial Personal Clothing Issue for New Employees:

Indeterminate employees, and employees who have completed at least six months of employment with the TBIAAI and require TBIAAI clothing as determined by the Employer, will be eligible to receive the following clothing issue:

- 1) 3 pairs of pants
- 2) 2 long sleeved shirts
- 3) 2 short sleeved shirts
- 4) 1 sweater
- 5) 1 Jacket

Additional costs for alterations will be the responsibility of the employee.

Replacement of Personal Clothing Issue After Initial Issue:

At the discretion of the Employer, items under personal clothing issue will be replaced as required.

Specialized Equipment and Gear:

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

Boot Allowance:

The Employer will reimburse \$90.00 for CSA approved footwear to an employee requiring safety footwear to perform his or her duties. Reimbursement will be approved no more than once in a twelve month period for each employee.

22. STATEMENT OF DUTIES

22.1.

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

22.2.

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

23. EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

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

23.1.

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

23.2.

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

23.3.

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

23.4.

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

24. HOURS OF WORK

24.1. Hours of Work

For the purposes of this Agreement, unless otherwise specified:

- (a) a day is a 24 hour period from Midnight to Midnight.
- (b) "week" means a period of seven (7) consecutive calendar days beginning at 00:00 hours Monday morning and ending at 24:00 hours the following Sunday night.

24.2.

The Employer shall schedule the hours of work and establish shift schedules for all employees. The standard and modified schedules for full-time employees are as follows:

24.2.1. Standard Work Schedule

- i) The standard schedule is work customarily performed between the hours of 07:00 and 17:00 Monday to Friday Inclusive.
- ii) The hours of work for employees exclusive of daily one-half (1/2) hour lunch period, shall be 8.0 hours per day, 40.0 hours per week, for the Operations Group and Airfield Maintenance Group; and 7.5 hours per day, 37.5 hours per week for the Administration Group.

24.2.2. Modified Work Schedule

The modified work schedule is established for employees working in extended operations (i.e. weekends, evenings, nights or holidays). Modified work schedules shall not exceed a weekly average of 40 regular (non overtime) hours of work. Subject to operational requirements, the current modified schedule average of (forty-two) 42 hours (16-hour shift) for the firefighter group will continue and includes one (1) one (1) hour meal and cleanup break during each shift. This paid meal break is not included in the calculation of average weekly regular working hours, but is included for the calculation of all benefits. This meal break can be taken at the employee's discretion, but the employee must remain in response mode in accordance with applicable regulations and standards.

The Employer agrees that these groups will not be required to work split shifts.

24.3. Scheduling

- a) The Employer shall make every reasonable effort
 - i) not to schedule the commencement of a shift within twelve (12) hours (exclusive of a one half (1/2) hour meal break) of the completion of the employee's previous shift;
and
 - ii) to avoid excessive fluctuation in hours of work;
and
 - iii) not to schedule more than six (6) consecutive days of work unless by mutual agreement of the employees affected;
 - iv) to schedule at least two (2) consecutive days of rest at a time,
- b) The Employer shall have meaningful consultation with the affected employees when establishing the shift schedule and starting and stopping times in a work area.

24.4.

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

24.5. Posting of New Work Schedules

The Employer shall schedule hours of work for all employees. Subject to operational requirements, the Employer, shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. In no case shall a shift schedule calculation be based on a cycle period of less than 56 days. Working schedules shall be posted at least thirty (30) calendar days in advance of the starting date of the new schedule.

The posting and notice provisions of this New Work Schedules article may be modified upon agreement of the affected employees and the Employer.

24.6. Shift Change

An employee who is required to change his or her scheduled shift without receiving at least seven (7) calendar days' notice shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 & 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

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

24.7. Rest Periods

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

Employees shall be granted a minimum eight (8) consecutive hour unpaid rest in each 24-hour period. During this rest period the employee shall not be eligible for overtime opportunities.

24.8. Wash-Up Time

Where the Employer determines that due to the nature of work there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted.

25. EMPLOYEE STATUS

25.1. FULL-TIME PERMANENT EMPLOYEES

25.1.1. Definition,

A full-time permanent employee is an employee hired *for* an indeterminate period whose hours of work are those established in Article 24, "Hours of Work" and who has completed the probationary period.

25.1.2. Entitlements

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

25.2. PERMANENT PART-TIME EMPLOYEES

25.2.1. Definition

Permanent part-time employees is an employee who is employed continuously throughout the year on an indeterminate basis and whose normal average hours of work are less than 30 hours a week.

25.2.2. Entitlements

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

25.2.3. Pensions and Benefits

Permanent part-time employees will be entitled to participate in the pension plan, life insurance and LTD in accordance with applicable section of Article 19 (Pension and Benefit and Insurance Plans) in the same proportion as their normal weekly scheduled hours of work compared to the hours of work established for permanent full-time employees.

Permanent part-time employees may participate in the extended health care and dental care plans on a pro-rata basis. The employee's portion and employer's portion of the premiums will be calculated based on the average hours worked each month. Employees opting into the plan(s) will have their portion of the premiums deducted from their pay and the Employer will pay its portion of the premiums as calculated and reconciled as required.

25.2.4. Pay

A permanent part-time employee is paid at the straight-time rate of pay for work performed up to the normal daily or shift or weekly hours specified for the same position for a full-time permanent employee, and at overtime rates for hours worked in excess of the normal daily/shift hours and weekly hours of a full-time employee.

25.2.5. General Holidays

Permanent part-time employees shall be paid for general holidays. The employee will be paid at their regular hourly rate for the number of hours equivalent to the average hours worked in the previous thirty days (prior to the general holiday) and dividing by the number of days worked in that period.

25.2.6. Severance Pay

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

25.2.7. Vacation Pay

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

1 < 8 years of service	4%
8 > 19 years of service	6%
19 > or More years of service	7.7%

25.2.8. Personal Leave

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

25.2.9. Flex Leave

Permanent part-time employees shall not be entitled to flex leave.

25.3. SEASONAL EMPLOYEES

25.3.1. Definition

Seasonal employees are persons employed for work which is not continuous throughout the year.

25.3.2. Entitlements

Unless otherwise provided in this Article, seasonal employees shall be entitled to the provisions provided under this agreement.

25.3.3. Benefits

Seasonal employees shall not be entitled to participate in the TBIAAI pension, benefit and life insurance plans available to full-time permanent employees. However the Employer will provide communication and administrative assistance to allow seasonal employees to obtain benefit plans at their own expense.

25.3.4. Severance Pay

Seasonal employees shall not be entitled to severance pay.

25.3.5. Vacation Pay

Seasonal employees shall not earn vacation leave credits, but shall instead be paid 4% of gross earnings per pay.

25.3.6. Personal Leave

Seasonal employees will be eligible to earn personal leave credits at a rate of one (1) day (or shift if applicable) per month. Employees must obtain approval from the employer prior to commencing leave. An employee is eligible to take personal leave with pay only if he/she is unable to attend work due to circumstances beyond the employee's control. See Article 15.3 for further details.

25.3.7. Flex Leave

Seasonal employees shall not be entitled to flex days.

25.3.8. Recall

Providing there are the labour requirements, seasonal employees will be offered seasonal employment for the subsequent work season by the Employer according to merit and experience.

25.3.9. Training

Notwithstanding the provisions of Article 25.3.8 (Recall) the Employer may at its discretion retain seasonal employees for a training or retraining period not exceeding twenty (20) working days prior to recall in accordance with 25.3.8 (Recall).

26. STAFFING

26.1. Appointments

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

26.2. Merit

For the purpose of establishing the basis for selection according to merit under Article 26.1 the Employer may prescribe standards for selection and assessment as to education, knowledge, experience, language, residence or any other matters that, in the opinion of the Employer, are necessary or desirable having regard to the nature of the duties to be performed and the present and future needs of the Employer.

26.3. Competition Notices

The Employer shall post all permanent bargaining unit vacancies including newly created positions.

The Employer will notify all bargaining unit employees via email of all bargaining unit job **postings**. Employees must ensure the Employer has the appropriate and current **email** address on file.

The poster shall be forwarded to the Union Local five (5) days prior to **posting**.

The **postings** shall be for a minimum of ten (10) days. The closing date shall be identified on all posters.

The posting shall contain the following information:

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

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

26.4. Selection Process

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

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

In the event that there are no successful internal candidates, the Employer is entitled to consider applications from outside the bargaining unit for the purposes of the competition process. It is understood that the Employer may initiate an external search at any time.

The candidates in the bargaining unit shall be advised of the results of the competition within one (1) week after the selection decision is made, and the name(s) of the successful candidate(s) will be posted.

Candidate(s) in the bargaining unit may request a post competition interview.

26.5. Lateral Transfers

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

26.6.

The Employer will exercise its obligation under this Article in a fair and nondiscriminatory fashion.

26.7. Probation

All employees will be placed on probation subsequent to appointment pursuant to this article. During the probationary period the Employer may terminate the employment of a newly hired employee, or return an employee to his or her previously held position.

26.8. Layoff

Where the services of an employee are no longer required by reason of lack of work or the discontinuance of a function, the Employer will make every effort to review and consider work options to assist the employee in continuing employment to avoid layoff. If options cannot be implemented, the Employer may lay off the employee. An employee who is laid off will be considered for future positions that become available up to one year from date of lay off.

27. CONTRACTWORKERS

Contract workers shall not displace full-time employees. Employees agree that work will continue to be performed in a cost-effective, competitive and high quality manner.

28. HEALTH AND SAFETY

The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

The Employer and Union agree that health and safety will be governed by the Canada Labour Code, Part II and its regulations.

The Employer agrees to provide for transportation to and from the nearest physician or hospital, to an employee suffering an injury or medical emergency on the job.

29. **PHYSICAL FITNESS & WELLNESS**

The Employer and the **Union** recognize the benefit at home and at work from general physical fitness. Employees will be eligible to participate in a voluntary physical wellness program.

The employer will pay 50% of an individual member fee to a facility offering, year round services that will promote physical fitness. For greater clarity, these approved organizations include:

The Athletic Club
Confederation College
Canada Games Complex

P.U.S.H.

The Employee will be entitled to an incentive of \$250 (non-pensionable) and the remaining 50% of the membership fee *each* year that the Employee's Body Mass Index (**BMI**) is classed in the "Normal Weight" (BMI 18.5 to 24.9) category or has improved over the previous year, in accordance with Health Canada's "Canadian body weight classification system."

The Employee must provide to the Employer proof of BMI results, and comparison to previous years results when applicable, in the form of a third party certificate from one of the organizations listed above or a medical physician.

30. TRAINING & TESTING

Training and/or medical testing required by the Employer, will be provided by the Employer.

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31. JOINT CONSULTATION

31.1.

The parties acknowledge the mutual benefits to be derived from joint consultation and shall enter into consultation on matters of common interest.

31.2.

The Employer agrees that joint consultation meetings shall occur on a regular basis.

32. GRIEVANCE PROCEDURE

32.1. Purpose

Any dispute concerning the interpretation, application, administration or alleged violation of the agreement shall be considered a grievance. Such a grievance shall be presented and processed in accordance with the steps, time lines and conditions herein set forth.

32.2. Timing

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

32.3. Employer Representative

The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee of the name and title of the person so designated. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom this grievance procedure applies.

32.4. Discussion

The parties agree that when problems or differences arise, discussions shall occur between the Employer, the Union and the affected employee(s), in an effort to solve problems as expeditiously and amicably as possible.

32.5. Meeting with the Employer

Employee(s) and the Union shall have the right to request a meeting with the Employer during regular working hours, on any grievance at any point in the grievance procedure. Such a request will not be unreasonably denied.

32.6. Withdrawal of Grievance

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

32.7. Step One

A grievance involving the termination of employment for cause may be processed at Step 2.

Within twenty five (25) days of an unsatisfactory conclusion of the discussion process as described in Article 32.4 the employee(s) or Union may submit a grievance to the Employer representative designated as Step One in the grievance procedure. The grievance shall be presented in writing and signed by the employee(s) and/or a Union representative.

Within fifteen (15) days of the receipt of the grievance, the Employer representatives shall provide a written response to the employee(s) and a Union representative.

32.8. Step Two

If the grievance is not satisfactorily resolved at Step One, Step Two in the grievance procedure may be initiated by the employee(s) or Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within fifteen (15) days after receipt of the Employer's response to Step One.

Within fifteen (15) days of the receipt of the grievance, the Employer representatives shall provide a written response to the employee(s) and a Union representative.

32.9. Step Three

- a) In the event that the grievance is not resolved at Step Two, the grievance may be referred to arbitration, by the Union, by notice in writing to the Employer's representative designated as Step Two in the grievance process, within twenty (20) days after receipt of the Employer's response to Step Two.

Upon receipt of the written notice of referral of a grievance to arbitration, the Union and the Employer will select an arbitrator from the following list: (List of up to six arbitrators to be determined by agreement between Union and Employer)

- b) In the event that no listed Arbitrator is available within a reasonable period of time, which in any event shall not exceed twenty-six (26) weeks, the parties will proceed in accordance with paragraph (c).
- c) In the event a single arbitrator cannot be selected in accordance with Article 32.9 (b), the Union shall submit within five days a name or list of names, address(es) and business phone number(s) of the person or persons the Union is willing to accept as the single arbitrator. If the Employer accepts the person or one of the persons suggested to act as arbitrator, the Employer shall within ten (10) days, notify the Union accordingly and grievances shall be submitted to that arbitrator. If the Employer does not accept any of the persons suggested by the Union, the Employer shall within ten (10) days notify the Union accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator, the parties agree to refer the grievance to an arbitration board.
- d) When the parties are unable to agree on a person to act as a single arbitrator, the Union shall provide within ten (10) business days the name, address and business phone number of the Union's appointed member of the arbitration board. The Employer shall within seven (7) days, advise the Union of the name, address and business phone number of its appointed member of the arbitration board. The two appointees shall within ten (10) business days of the appointment of the second member appoint a third person who shall be chair. If the appointees fail to agree upon a chair within the time limit (or such longer period as may be mutually agreed), the Minister responsible may be requested by either party to appoint a person to act as chair.

32.10.

The arbitrator or arbitration board shall hear and determine the matters and shall issue a decision which shall be final and binding upon both parties and upon any employee affected by it. The arbitrator or arbitration board shall not make any decision inconsistent with the provision of this Agreement or make any decision which would later, modify, amend, add to or subtract from any part of the agreement. The arbitrator or arbitration board shall have all the powers vested in it by the Canada Labour Code.

32.11.

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

32.12.

For the purpose of this Article a day is considered a business day, excluding weekends and statutory holidays.

33. SUSPENSION AND DISCIPLINE

This Article does not apply to probationary employees.

33.1.

An employee may only be disciplined or discharged for cause.

The Employer recognizes the principle of progressive discipline. In order of severity, the types of disciplinary action normally to be considered in a progressive manner shall be:

Informal:

- Oral reprimand

Formal:

- Written reprimand
- Suspension
- Dismissal

33.2.

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

33.3.

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

33.4.

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

33.5.

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

33.6.

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

34. BREAK IN SERVICE AND EMPLOYMENT

Service and employment will be terminated when an employee:

- a) resigns or retires;
- b) is laid off and receives severance pay
- c) is discharged for cause;

An employee who, without prior notification and approval of the Employer, fails to report for duty for five consecutive days, will be considered to have abandoned his or her position and employment with *the* Employer.

35. TECHNOLOGICAL CHANGE

35.1. Technological change means:

- a) the introduction by the Employer of equipment or material of a **different** nature than that previously utilized; and
- b) a change in the Employer's operation directly related to the introduction of that equipment or material.

35.2.

Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from the change.

35.3.

The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and twenty (120) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

The written notice will include the following information:

- a) the nature and degree of change;
- b) the anticipated date or dates on which the Employer plans to effect change;
- c) the location or locations involved.

35.4.

As soon as reasonably practicable after notice is given, the Employer shall consult with the Union concerning effects of the technological change on each group of employees. Such consultation will include but not necessarily be limited to the following:

- a) the approximate number, class and location of employees likely to be affected by the change;
- b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

35.5.

When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his/her substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

36. DUTY TO ACCOMMODATE

The Employer recognizes its statutory obligation of accommodation as defined by applicable Legislation.

Collective Agreement

Between

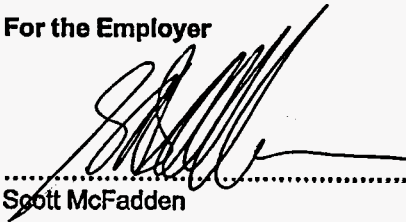
Thunder Bay International Airports Authority Inc.
("Employer")

and

The Public Service Alliance of Canada
("Union")

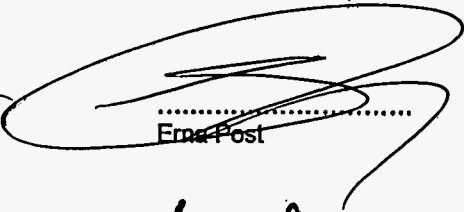
Effective January 1, 2008 – December 31, 2013

For the Employer



.....
Scott McFadden

For the Union



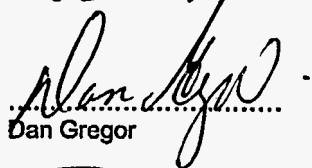
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Erin Post



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Gerry Halabecki



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Margaret Rooney



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Dan Gregor



.....
Rick Tempelman

Appendix "A" – Rates of Pay

Pay Increases

Year 1	<i>Year 2</i>	Year 3	Year 4	Year 5	Year 6
2.00%	2.75%	3.00%	3.00%	3.00%	3.00%

Appendix "A" - Rates of Pay

ADMINISTRATION GROUP:

Commercial Sales:

	Step 1	Step 2	Step 3	Step 4
2007	23.37	24.36	25.34	26.60
01-Jan-08 \$	23.84 \$	24.85 \$	25.85 \$	27.13
01-Jan-09 \$	24.50 \$	25.53 \$	26.56 \$	27.88
01-Jan-10 \$	25.23 \$	26.30 \$	27.36 \$	28.72
01-Jan-11 \$	25.99 \$	27.09 \$	28.18 \$	29.58
01-Jan-12 \$	26.77 \$	27.90 \$	29.02 \$	30.47
01-Jan-13 \$	27.57 \$	28.74 \$	29.89 \$	31.38

Contracts Officer:

	Step 1	Step 2	Step 3	Step 4
2007	23.45	24.37	25.32	26.51
01-Jan-08 \$	23.92 \$	24.86 \$	25.83 \$	27.04
01-Jan-09 \$	24.58 \$	25.54 \$	26.54 \$	27.78
01-Jan-10 \$	25.32 \$	26.31 \$	27.34 \$	28.61
01-Jan-11 \$	26.08 \$	27.10 \$	28.16 \$	29.47
01-Jan-12 \$	26.86 \$	27.91 \$	29.00 \$	30.35
01-Jan-13 \$	27.67 \$	28.75 \$	29.87 \$	31.26

Financial Assistant

	Step 1	Step 2	Step 3	Step 4
2007	20.86	21.34	21.97	22.52
01-Jan-08 \$	21.28 \$	21.77 \$	22.41 \$	22.97
01-Jan-09 \$	21.86 \$	22.37 \$	23.03 \$	23.60
01-Jan-10 \$	22.52 \$	23.04 \$	23.72 \$	24.31
01-Jan-11 \$	23.20 \$	23.73 \$	24.43 \$	25.04
01-Jan-12 \$	23.90 \$	24.44 \$	25.16 \$	25.79
01-Jan-13 \$	24.62 \$	25.17 \$	25.92 \$	26.56

Operations Administrative Assistant

	Step 1	Step 2	Step 3	Step 4
2007	18.83	19.33	19.82	20.33
01-Jan-08 \$	19.21 \$	19.72 \$	20.22 \$	20.74
01-Jan-09 \$	19.74 \$	20.26 \$	20.78 \$	21.31
01-Jan-10 \$	20.33 \$	20.87 \$	21.40 \$	21.95
01-Jan-11 \$	20.94 \$	21.50 \$	22.04 \$	22.61
01-Jan-12 \$	21.57 \$	22.14 \$	22.70 \$	23.29
01-Jan-13 \$	22.22 \$	22.80 \$	23.38 \$	23.99

**AIRFIELD MAINTENANCE
GROUP:**

**Airfield Maintenance
Technician**

2007	18.82
01-Jan-08 \$	19.20
01-Jan-09 \$	19.73
01-Jan-10 \$	20.32
01-Jan-11 \$	20.93
01-Jan-12 \$	21.56
01-Jan-13 \$	22.21

**Airfield Maintenance
Leadhand**

2007	20.43
01-Jan-08 \$	20.84
01-Jan-09 \$	21.41
01-Jan-10 \$	22.05
01-Jan-11 \$	22.71
01-Jan-12 \$	23.39
01-Jan-13 \$	24.09

**Winter Maintenance
Technician**

2007	18.82
01-Jan-08 \$	19.20
01-Jan-09 \$	19.73
01-Jan-10 \$	20.32
01-Jan-11 \$	20.93
01-Jan-12 \$	21.56
01-Jan-13 \$	22.21

FIREFIGHTER GROUP:

Airport Firefighter

	Step 1	Step 2	Step 3	Step 4	Step 5
2007	21.56	22.13	22.71	23.45	24.23
01-Jan-08 \$	21.99 \$	22.57 \$	23.16 \$	23.92 \$	24.71
01-Jan-09 \$	22.60 \$	23.19 \$	23.80 \$	24.58 \$	25.39
01-Jan-10 \$	23.28 \$	23.89 \$	24.51 \$	25.32 \$	26.15
01-Jan-11 \$	23.98 \$	24.61 \$	25.25 \$	26.08 \$	26.93
01-Jan-12 \$	24.70 \$	25.35 \$	26.01 \$	26.86 \$	27.74
01-Jan-13 \$	25.44 \$	26.11 \$	26.79 \$	27.67 \$	28.57

Airport Fire ~~Officer~~

2007	27.15
01-Jan-08 \$	27.69
01-Jan-09 \$	28.45
01-Jan-10 \$	29.30
01-Jan-11 \$	30.18
01-Jan-12 \$	31.08
01-Jan-13 \$	32.01

OPERATIONS GROUP:

Airport Electrician

2007	23.92
01-Jan-08 \$	24.40
01-Jan-09 \$	25.07
01-Jan-10 \$	25.82
01-Jan-11 \$	26.60
01-Jan-12 \$	27.39
01-Jan-13 \$	28.21

Airport Maintenance Support

2007	20.97
01-Jan-08 \$	21.39
01-Jan-09 \$	21.98
01-Jan-10 \$	22.64
01-Jan-11 \$	23.32
01-Jan-12 \$	24.02
01-Jan-13 \$	24.74

Airport Mechanic

2007	22.06
01-Jan-08 \$	22.50
01-Jan-09 \$	23.12
01-Jan-10 \$	23.81
01-Jan-11 \$	24.52
01-Jan-12 \$	25.26
01-Jan-13 \$	26.02

Airport Millwright

2007	22.06
01-Jan-08 \$	22.50
01-Jan-09 \$	23.12
01-Jan-10 \$	23.81
01-Jan-11 \$	24.52
01-Jan-12 \$	25.26
01-Jan-13 \$	26.02

Airport Operations Specialist- AOS-1

2007	19.45
01-Jan-08 \$	19.84
01-Jan-09 \$	20.39
01-Jan-10 \$	21.00
01-Jan-11 \$	21.63
01-Jan-12 \$	22.28
01-Jan-13 \$	22.95

Airport Operations Specialist - AOS-2

2007	20.85
01-Jan-08 \$	21.27
01-Jan-09 \$	21.85
01-Jan-10 \$	22.51
01-Jan-11 \$	23.18
01-Jan-12 \$	23.88
01-Jan-13 \$	24.60

Airport Operations Specialist - AOS-2a

2007	21.35
01-Jan-08 \$	21.78
01-Jan-09 \$	22.38
01-Jan-10 \$	23.05
01-Jan-11 \$	23.74
01-Jan-12 \$	24.45
01-Jan-13 \$	25.18

Airport Operations Specialist - AOS-3

2007	22.70
01-Jan-08 \$	23.15
01-Jan-09 \$	23.79
01-Jan-10 \$	24.50
01-Jan-11 \$	25.24
01-Jan-12 \$	26.00
01-Jan-13 \$	26.78

Airport Operations Specialist - AOS-3a

2007	23.28
01-Jan-08 \$	23.75
01-Jan-09 \$	24.40
01-Jan-10 \$	25.13
01-Jan-11 \$	25.88
01-Jan-12 \$	26.66
01-Jan-13 \$	27.46

Airport Operations Specialist - AOS-3b

2007	24.36
01-Jan-08 \$	24.85
01-Jan-09 \$	25.53
01-Jan-10 \$	26.30
01-Jan-11 \$	27.09
01-Jan-12 \$	27.90
01-Jan-13 \$	28.74

Airport Operations Specialist - AOS-4

2007	25.13
01-Jan-08 \$	25.63

01-Jan-09 \$	26.33
01-Jan-10 \$	27.12
01-Jan-11 \$	27.93
01-Jan-12 \$	28.77
01-Jan-13 \$	29.63

Airport Operations Specialist- AOS-5

2007	27.32
01-Jan-08 \$	27.87
01-Jan-09 \$	28.64
01-Jan-10 \$	29.50
01-Jan-11 \$	30.38
01-Jan-12 \$	31.29
01-Jan-13 \$	32.23

Building Mechanical Supervisor

2007	24.35
01-Jan-08 \$	24.84
01-Jan-09 \$	25.52
01-Jan-10 \$	26.29
01-Jan-11 \$	27.08
01-Jan-12 \$	27.89
01-Jan-13 \$	28.73

Electrical Services Supervisor

2007	28.47
01-Jan-08 \$	29.04
01-Jan-09 \$	29.84
01-Jan-10 \$	30.73
01-Jan-11 \$	31.65
01-Jan-12 \$	32.60
01-Jan-13 \$	33.58

Structural Services Technician

2007	22.94
01-Jan-08 \$	23.40
01-Jan-09 \$	24.04
01-Jan-10 \$	24.76
01-Jan-11 \$	25.50
01-Jan-12 \$	26.27
01-Jan-13 \$	27.06

Letter of Understanding Labour-Management Committee

It is agreed by both parties that a working and effective Labour-Management Committee could enhance the worksite.

Its stated purpose is to communicate and discuss, in an open fashion, issues that may affect the Thunder Bay International Airport and its employees.

The committee shall receive training from the Federal Mediation and Conciliation Service and that such training will be scheduled within 90 days of the ratification of this agreement.

Both parties acknowledge that this committee will not replace or displace the union's representative rights nor the employer's right to manage.

The union will ensure that key personnel including local membership members, will attend and participate fully in the committee.

The employer will ensure that its appointees will have sufficient authority to discuss fully the issues on the Committee's agenda.

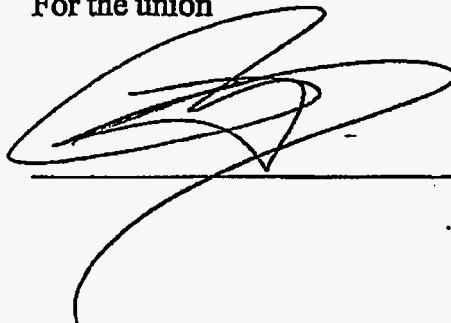
The scope of the committee will be formally set, by mutual agreement, at the first LMC meeting after the training has been received and may be amended from time to time as the parties deem appropriate

The size, make up and rules governing conduct shall be established by the parties after the initial FMCS training.

For the employer

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

For the union

A large, stylized handwritten signature in black ink, positioned above a horizontal line.

At any point in the grievance procedure as outlined in Article 32 the parties may mutually ask for assistance from The Federal Mediation and Conciliation Service under Section 105.1 of Part I of the Canada Labour Code. The mediator appointed will assist the parties in resolving their differences.

The parties may also ask the appointed mediator for a recommendation for settlement pursuant to Sec, 105.2 of the Code. Such recommendation shall not be used by either party in any arbitration or judicial review of such.

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