

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TRADEPORT INTERNATIONAL CORPORATION

AND

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

TERM OF AGREEMENT

OCTOBER 2, 2024 TO OCTOBER 1, 2029

Table of Contents

ARTICLE 1 – SCOPE	3
ARTICLE 2 - EMPLOYER RESPONSIBILITY	4
ARTICLE 3 - UNION RESPONSIBILITY	5
ARTICLE 4 - SCHEDULING, BREAKS AND LUNCHES, AND SHIFT CHANGES	6
ARTICLE 5 - OVERTIME COMPENSATION	8
ARTICLE 6 - SHIFT PREMIUM	12
ARTICLE 7 - ANNUAL VACATIONS	12
ARTICLE 8 - VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE	14
ARTICLE 9 - STATUTORY HOLIDAYS	15
ARTICLE 10 - SICK LEAVE, PENSION & GROUP MEDICAL & HOSPITALIZATION PLANS	16
ARTICLE 11 – SENIORITY	17
ARTICLE 12 – LEAVE(S) OF ABSENCE	20
ARTICLE 13 - PROMOTION AND REDUCTION OF STAFF	23
ARTICLE 14 - DISCIPLINE	28
ARTICLE 15 - GRIEVANCE PROCEDURE	29
ARTICLE 16 - ARBITRATION PROCEDURE	30
ARTICLE 17 - STEWARDS	31
ARTICLE 18 - UNION SECURITY	32
ARTICLE 19 - HEALTH AND SAFETY COMMITTEE	33
ARTICLE 20 - HEALTH, WELFARE, AND CLOTHING ALLOWANCE	33
ARTICLE 21 - CONTRACTING OUT	35
ARTICLE 22 – RETROACTIVITY	35
ARTICLE 23 – REPRESENTATION	36
ARTICLE 24 - EDUCATION AND TRAINING	37
ARTICLE 25 - TRAVEL ALLOWANCE AND BUSINESS INSURANCE	39
ARTICLE 26 - TECHNOLOGICAL CHANGE	39
ARTICLE 27 - CORRESPONDENCE	39
ARTICLE 28 - NEW EMPLOYEES	40
ARTICLE 29 - UNION LABEL	40
ARTICLE 30 - DURATION OF AGREEMENT	40
SCHEDULE 'A' – WAGES	42
APPRENTICESHIP	43
APPENDIX A: BENEFIT PLAN UPDATES	44
MEMORANDUM OF AGREEMENT: SICK DAYS	
MEMORANDUM OF AGREEMENT: TEMPORARY SECONDMENT	

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made, in triplicate, 7th day of **February 2025**

BETWEEN:

TRADEPORT INTERNATIONAL CORPORATION
(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 **Canadian Union of Public Employees** ("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 13.3.
- 1.3
 - (a) 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. **In the event that there is no qualified bargaining unit member available in the classification, the employer shall exhaust all reasonable avenues prior to contracting out the work of the bargaining unit.**

- (b) In the event that there is a situation as per Article 1.3 (a) the employer shall advise the Unit Vice President and the Vice President of CUPE Local 5167 which classification under Schedule A requires/required a non-bargaining unit Employee to perform the work of the Bargaining Unit member. **This notice shall be inclusive of the work completed and who it was contracted out to.** This notice shall be sent to the Union as soon as is practicable to do so.

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 all applicable legislation. The Employer** 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, 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 **electronically. In the event that the electronic remittance slips are unavailable the employer shall provide a hard copy** in sealed envelopes.
- 2.7 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representative. No employee or group of Employees shall undertake to represent the Union without **prior written authorization of the Local President (or designate) and Unit Vice President.**

- 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 slowdown 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 **and all applicable legislation.**
- 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 each of its duly authorized officers and representatives, and Employees represented by the Union, will observe the provisions of this Agreement.
- 3.7 **In the event that the parties determine that there is a benefit to enter into a Memorandum of Agreement/Memorandum of Settlement, the President (or designate), the Unit Vice President and the National Representative shall be signatories for the Union. For clarity it is understood that a Memorandum of Settlement shall be taken to the membership for ratification.** The document shall be signed within 24 hours of **ratification** and returned to the other party.

All official documents between the Employer and the Union shall be signed by the President (or designate), and the Unit Vice President.

ARTICLE 4 - SCHEDULING, BREAKS AND LUNCHES, AND SHIFT CHANGES

4.1 The standard hours of work per week shall be forty hours (40) for Full Time Employees. Employees may agree to work in excess for forty-eight (48) hours in any one-week period and agree to work in excess of 96 hours in any two week period.

4.2 The standard fulltime working hours per shift by classification:

- Airport Motor Mechanic – eight hours (8) to twelve hours (12)
- **Airport Motor Mechanic and Fleet Procurement – eight hours (8) to twelve hours (12)**
- Airport Equipment Operator/Maintenance Person - eight hours (8) to twelve hours (12)
- Airport Operations Specialists – eight hours (8) to twelve hours (12)
- Airport Fire Officers – eight hours (8) to twelve hours (12)
- Security Officer – eight hours (8) to twelve hours (12)
- Lead Hands eight hours (8) to twelve hours (12)
- **Airfield Electrician - eight hours (8) to twelve hours (12)**

The standard working hours per shift can be changed by the employer for operational requirements, subject to the consent of the affected employees, in consultation with the Union. Such consent shall not be unreasonably withheld by the affected employees.

The parties further agree that the standard working hours will be the same for each individual employee over the duration of each schedule. Further, if there are differential shifts within a classification such shifts shall be offered to employees in seniority order.

4.3 All employees shall receive a one-half (1/2) hour paid lunch. By mutual agreement between the parties, this lunch break may be altered.

4.4 All Employees shall be allowed a fifteen (15) minute rest period for every four (4) hours of the regularly scheduled shift and the rest period will be taken during the four (4) hour period.

4.5

- (a) The Employer shall post a one (1) year schedule on September 1st annually. In the event that the Employer has a requirement to amend an employee's schedule or standard hours of work once posted, it shall notify the employee in writing ten (10) calendar days in advance. The foregoing shall not apply when the change of shifts or standard of 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 **and Vice President** will be notified electronically of these matters.
- (b) In the event that the Employer changes the scheduled shift(s) of full-time employees once posted, ten (10) calendar days notification will be given. If ten (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 and Vice President. A hard copy of all schedules shall be supplied to all employees; any amendment(s) shall be communicated to the affected employees in writing.
- 4.6 All shift work shall be worked as equitably as possible among all Employees in their job classification within a 6-month schedule.
- 4.7 Requests for specific day(s) off / shift exchange shall be submitted in writing to the supervisor two (2) weeks prior to the requested date. The Employer shall endeavour to advise the Employee via e-mail within ten (10) calendar days of receipt of the request as well as confirmation of the decision to grant or deny the request. 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. It is understood that such a change initiated by the employee(s) 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.

For clarity, it is understood that requests that are submitted outside of the pay period in which the request was made shall not result in overtime or any other claims on the Employer.

- 4.8 Fire Officer:
- Scheduled pursuant to Article 4.3
 - Primary incident commander
 - Lead in delivering training programs to ERS staff.

Airport Operations Specialist (AOS):

- Scheduled pursuant to Article 4.3
- Primary 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.

In addition, the Employer agrees to maintain the staffing level of **all classifications** in place at the time of ratification as a minimum staffing level for the duration of this Collective Agreement, subject to operation requirements.

Should operational requirements require a reduction below the minimum staffing level outlined above the Employer shall give the Union eight (8) weeks' notice and shall meet to

demonstrate the need for such reduction, and to consult with the Union on ways to mitigate impacts.

- 4.9 The parties agree **that in the event there is a concern/issue relating to scheduling a scheduling committee shall be established** to deal with on-going scheduling **concern(s)/issues**. The Union representation on the committee may include one representative from each classification, the Unit VP, Local President (or designate) and CUPE National Representative. A meeting of the scheduling committee shall be held within two weeks of either party initiating a meeting.

ARTICLE 5 - OVERTIME COMPENSATION

Overtime shall be defined as follows:

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

5.1 DISTRIBUTION OF OVERTIME

Overtime will be distributed equitably among the Employees **qualified to work within the job classification. For clarity it is understood that all Overtime shall be offered based on the Overtime Tracker. In the event that all Employees are equalized, then Overtime shall be offered in seniority order.** 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 that extends **their** regular shift by two (2) hours or more, shall be eligible for a meal break at a time mutually agreed upon by 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 \$12.00 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 **they** 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 **their** regular shift on such day shall be deemed to have worked **their** regular shift on such day for the purpose of calculating **their** normal work.
- 5.7 Unless otherwise agreed to, an Employee is allowed to place accumulated overtime in a lieu time bank, to a maximum of **eighty-four (84)** converted hours of overtime per calendar year. Once the **eighty-four (84)** hour maximum has been reached, overtime will then be paid out on each regular bi-weekly pay period, at the applicable overtime rates.

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 twelve (12) 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.

- (a) 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.
- (b) An employee who is assigned for Standby Duty shall be entitled to receive two (2) hours of pay at **their** standard hourly rate for each week day night so scheduled, and shall be entitled to four (4) hours of pay at **their** hourly rate of each Saturday, Sunday and Statutory or Proclaimed Holiday.
- (c) 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:
 - (i) Monday to Friday – Standard Rate of Pay
 - (ii) 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

- (d) 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 **them** to leave **their** 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 their 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 **their** 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 **available** workforce has been exhausted, the Employer agrees to call out those Employees who have **not** previously indicated a desire to be called.

- 5.10 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, they shall be paid straight time. When they return to work duties overtime shall recommence as if there had been no break in work.

5.11 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 **their** 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.

5.12 OVERTIME DISTRIBUTION AND OVERTIME TRACKER

To ensure that distribution of overtime is equitable as per 5.1 the following procedure is agreed between the parties:

- (a) The Overtime Tracker will be reset on April 1st of each year to ensure the fair and equitable distribution of the overtime going into the summer months
- (b) The Overtime Tracker will be **updated and** sent electronically to the Unit Vice President and Vice President **of the local union on each pay period.**
- (c) The order for issuance of any overtime opportunity will be
 - (i) full-time employees **qualified to work and regularly perform the duties**
 - (ii) full-time employees qualified to perform the work
 - (iii) **part-time** employees qualified to perform the work
 - (iv) **seasonal** employees qualified to perform the work
- (d) When a call-out for overtime occurs, the following guidelines shall apply to allow employees an opportunity to respond to the overtime request:
 - (i) if the overtime is scheduled to occur on the same day as the request, the employee shall respond within 10 minutes of receiving the request. If the response is not received within 10 minutes, the overtime will be offered to the next available employee according to the process outlined in (c) above.
 - (ii) if the overtime is scheduled to occur at a future date other than the same day, the employer will specify a reasonable deadline to receive notification from the employee.
- (e) Overtime opportunities for periods over two hours shall be subject to the provisions of this clause.

5.13

- (a) Where overtime is required to fill a shift as a result of an absent employee the overtime will be offered first on an equalized basis within the same classification as the absent employee per 5.12(c)
- (b) In cases where Fire Protection related overtime is required and the conditions in paragraph (a) do not apply the parties agree to the following application of 5.12(c):
 - (i) For overtime opportunities where the majority of work is scheduled between 6:30 and 18:29 the opportunity will be offered first to Fire Officers and then to Airport Operations Specialists on an equalized basis within the classification per 5.12(c)(i)
 - (ii) For overtime opportunities where the majority of the work is scheduled between 18:30 and 6:29 the opportunity will be offered first to Airport Operations Specialists and then to Fire Officers on an equalized basis within the classification as per 5.12(c)(i)

- (c) If there is not a sufficient number of Employees who volunteer for an overtime opportunity the parties agree that the Employer may assign the work by reverse seniority to those qualified.

ARTICLE 6 - SHIFT PREMIUM

6.1 Back-up Lead Hands are qualified individuals as determined by the Employer who assume the role of Lead Hand.

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. **In the event that the scheduled Lead hand, Airside is not available to work, there shall be a back up Lead hand assigned.**

Lead-hand premium rates:

- Fire Officer or Airport Operations Specialist- \$2.50
- Equipment Operators - \$2.50
- Security Officer - \$2.50

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

ARTICLE 7 - ANNUAL VACATIONS

All Full-Time Employees shall be entitled to annual paid vacation based on the following table:

Years of Service	Vacation with pay	PT Calculation
One (1) or more years but less than three (3) years	Two (2) weeks	4%
Three (3) or more years but less than eight (8) years	Three (3) weeks	6%
Eight (8) or more years but less than fifteen (15) years	Four (4) weeks	8%
Fifteen (15) or more years but less than twenty-four (24) years	Five (5) weeks	10%
Twenty-four (24) or more years	Six (6) weeks	12%

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 **their employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from **their** termination pay as per Article 8.**

7.2 An Employee's vacation period and pay shall be based on **their** standard week and **their** 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 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 two (2) weeks vacation entitlement to the immediately following year. All paid vacation days not taken by yearend will be paid out on the first pay period in December. Requests to carry over vacation must be submitted in writing not later than **November** 1st in any year and will be subject to the approval of the Manager concerned.

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

7.5 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.

7.6

- (a) On or before the 1st day of October every year, the Employer shall post a list in each department. The list shall contain each employees name, seniority, and vacation allotment.
- (b) 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 duration by October 15th.
- (c) 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 weeks and shall be requested by October 31st.
- (d) The Employer shall post the approved vacation schedule by November 15th. Vacation once approved shall not be altered without the consent of the Employee.
- (e) In the event that an Employee does not submit their vacation request as per Article 7.6 their vacation requests shall be granted on the basis of when the request is received, and subject to operational requirements.

- (f) An Employee who changes positions through a job posting after November 15th will have to alter **their** approved vacation to meet the posted schedule of the new section, if necessary.

7.7 When an employee is on STD, there shall be no deduction from vacation credits.

7.8 Where an Employee is on vacation and is entitled to bereavement pay under the terms of Article 12.3, 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 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.

7.10 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 **their** 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:

Column I Vacation Qualification	Column II Vacation Pay
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.

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, **National Day for Truth and Reconciliation**, 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 full time Employee shall be entitled to three (3) 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. These days shall be paid at a rate equal to their regular scheduled day.
- 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 **their** scheduled day off.
- The Employee may have the option of a day off in lieu of a day's pay provided they give 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 they do not work on such Holiday without good cause when they have been scheduled to do so, or
 - (b) if they have been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or
 - (c) if **they have** 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 **they are** 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 sixty (60) percent of **their** scheduled shifts 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. **This includes the updates to the plan outlined in Appendix A**

- 10.3 Subject to Article 10.9, **regular** 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 **(20)** 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 employees, 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.

- 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 Unit Vice President at office@cupe5167.org**. 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 **and** 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 **their** 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).

10.10 SICK LEAVE

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

ARTICLE 11 – SENIORITY

- 11.1 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.

An Employees probationary period may be extended to twelve (12) months at the Employer's discretion. In the event that the Employer extends an employee's probationary period, the Employer shall advise the Unit Vice President and Vice President of the extension and the rationale for the extension. The parties further agree that an Airport Fire officer or Airport Operations Specialist who is fully certified and has the required work experience to be scheduled on shift alone, shall be deemed to have completed **their** probation. 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. Seniority shall be calculated by converting regular hours worked into years; it is agreed that for the purposes of calculation two-thousand and eighty (2080) hours shall be equal to one (1) year.
 - (ii) The intent of the foregoing is to apply for purposes of layoffs, recalls and promotions.
 - (iii) A Probationary Employee is defined as an Employee who has worked less than one thousand and forty (1040) hours.
 - (iv) Any Employee who does not obtain **their** Transport Canada Security Clearance (RAIC – Restricted Area Identity Card) within a twelve (12) month timeframe from the date of hire, and maintain the aforementioned Transport Canada Security Clearance, may be terminated without cause and without any form of payment required by the Employer. It is understood by both the Employer and Employee that in order to be employed with the Employer, all Employees must obtain and maintain appropriate security clearance (RAIC).
- (b) On completion of the probationary period, an Employee shall be classed as a regular Employee and shall **have their seniority date reflective of their aggregate service.**
- (c) An Employee laid off prior to completion of **their** probationary period, when called back, shall continue **their** 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 **Regular Full-Time and Part-Time** Employees, showing the seniority standing of each Employee. A copy of the Seniority list shall be sent to the Unit Vice President, Vice President, and **Executive Administrator of CUPE Local 5167.**

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 **their** 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 agreed to and signed off by an official signatory of the Union. For clarity, it is understood that the official signatory shall be the Local Union President or their designate, and the Unit Vice President.

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 six (6) months, extendable to twelve (12) months at the Employer's discretion, of accumulated aggregate service as defined above if the Employee is in the AFF Division.

"Probationary Period" is 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. The parties agree that seasonal Employees have no right to benefits under Article 10 (excluding Article 10.4) and have no rights to recall or bumping under Articles 11 and 13.
- (g) **A retiree deemed by the Employer to have the necessary skills and qualifications, may be offered a Seasonal Equipment Operator contract position and shall be paid at 100% of the Equipment Operator hourly rate currently in effect at the time of hire as probationary period will not apply. All hiring decisions for all Seasonal Equipment Operators remains at the Employer's discretion.**

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(S) OF ABSENCE

12.1 The parties agree that payment for full-time Employees who take leaves under this Article shall be paid at a rate equal to the regular scheduled day of the Employee in question.

12.2 UNION LEAVE

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 **loss of pay. All leaves are subject to as operational requirements. The employer agrees to pay the Employees regular salary during the period of leave. CUPE Local 5167 agrees to reimburse the employer 100% of the above noted wages relating to Union requested leave. The employer shall invoice the CUPE Local 5167 quarterly.**

12.3 BEREAVEMENT LEAVE

- (a) All Employees shall be allowed up to five (5) consecutive calendar days' leave of absence, without loss of pay, in the event of a death of one's spouse, child, stepchild, or foster child.

All Employees shall be allowed up to three (3) 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: 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.

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 / common-law partner shall be defined by the *Family Law Act of Ontario*, 1999, as amended, as any person who has been cohabitating with an individual in a conjugal relationship for at least one year, or who had been cohabitating with the individual for at least one year immediately before the individual's death.

Subject to Article 12.5, 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 the event that an Employee requires additional time for travel, such requests will not be unreasonably be denied.

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.

- 12.4 One Employee designated by the President of CUPE Local 5167 (or their 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.

12.5 In the event that a celebration of life is to be held at a later date, the employee shall be entitled to reserve one of the bereavement days for the purpose of attending the celebration of life. The Employee shall advise the Employer of their request as soon as is practicable to do so. For clarity, it is understood that this article is applicable to all bereavement leave(s).

12.6

(a) PERSONAL LEAVE

Up to five (5) days each calendar year, which will include three (3) paid days after three (3) months of continuous employment. The specified reasons for personal leave will include reasons related to personal illness, carrying out responsibilities related to the health or other urgent matters involving family members, education of family members under eighteen (18), attendance at citizenship ceremonies, and for any other reason prescribed by regulation.

This Article replaces the Leave Provisions of the Canada Labour Code. Documentation to support reasons for the leave, if requested in writing by the Employer no later than fifteen (15) days after return to work, employee must provide documentation if it is reasonably practicable for **them** to obtain and provide it.

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.

(b) JURY DUTY

An Employee who is required to serve as a juror, or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day that they are 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.

(c) FULL-TIME UNION POSITION

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 their term of office.

While on such leave of absence as set out above the Employee may make the full contribution to continue their 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.

(d) PARENTAL AND ADOPTIVE LEAVE

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

(e) LITERACY IN THE WORKPLACE

The Employer will grant a leave of absence with pay to Employee(s) enrolled in the Literacy in the Workplace program, **subject to operational requirements.**

(f) SPECIAL LEAVE

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

Reason	Leave of Absence with Pay
Employee's Marriage	Three (3) days at the discretion of the employee
Formal hearing to become a Canadian Citizen	One (1) day
Birth of Child	Three (3) days

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

Reason	Leave of Absence without Pay
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

12.7 The parties agree that leaves not covered in this Collective Agreement but are set out in the Canada Labour Code shall be granted as per October 02, 2024.

ARTICLE 13 - PROMOTION AND REDUCTION OF STAFF

13.1

- (a) 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:

- (i) Educational requirements
- (ii) Experience requirements
- (iii) Special qualifications required
- (iv) Wage Rate
- (v) Number of positions available

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

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 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.

13.4 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.

13.5 TRANSFER OUTSIDE OF BARGAINING UNIT

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 **their** 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 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 **they** cannot perform the job function in **their** new position, **they** shall be returned to **their** 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 **their** former position without loss of seniority.

13.7

- (a) **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.**
- (b) In all cases of layoff or recall, bargaining unit wide seniority shall be the governing factor provided the Employees retained or recalled can perform the work required in a satisfactory manner. Any Employee who would be laid off under these circumstances may exercise their rights to replace another Employee with lesser seniority that occupies any classification equivalent to, or lesser than the classification they then occupy provided they are qualified to do the work required.
As an alternative to bumping, an employee may choose to accept placement in a vacant position of equal or lower classification prior to the vacant position being posted for the consideration of other Employees.
- (c) Subject as well to 11.2c) and 13.8 a), 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.

- (d) 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 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 **they have** 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 wellbeing 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 **their** 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.

13.9

- (a) 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. Vacancies of less than six (6) weeks may be filled by scheduling existing part time employees with full time hours.

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 **their** 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.

- (b)
 - (i) The Parties agree that the Employer may create Temporary full time positions for a term of up to twelve (12) months; such term shall be extendable with mutual agreement between the parties. In cases where agreement cannot be reached the position shall either cease or be made **regular**. It is further agreed that there shall only be four (4) such positions across the bargaining unit at any one time.

- (ii) In the event that the employer creates a position(s) as outlined in 13.9(b) above the employer shall notify the Airport Unit Vice President and the Vice President and Executive Administrator of CUPE Local 5167. The notice shall contain the duration of the Temporary full-time position, the duties and the rate of pay.

Upon expiry of the temporary position the Employee filling the position on a temporary basis shall be returned to **their** former position.

- (c) The parties agree that for parental leaves, the employer may create temporary full time positions for a term of up to eighteen (18) months; such term shall be extendable with mutual agreement between the parties. In cases where agreement cannot be reached the position shall either cease or be made regular.

Upon expiry of the temporary position the Employee filling the position on a temporary basis shall be returned to their former position.

- (d) If positions outlined in (b) and (c) of the Articles are filled by an external applicant the parties agree that the Employee shall not have the right to grieve the termination of **their** contract.
- (e) Temporary full time Employees who work beyond six (6) weeks in the temporary position shall be considered full time for the purposes of this agreement.

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 **their** last warning or suspension shall have **their** record cleared at the end of such period as it applies to warnings and suspensions.
- 14.3 Upon written request to Human Resources, an Employee shall have access during regular working hours to **their** file retained in the Human Resources' Office. **They** 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 **their** file. No document entered without **their** knowledge may be used against the employee. The Employee shall be subject to disciplinary measures should **they** 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

All official correspondence as it relates to Grievances shall be copied to the CUPE Local 5167 Office (office@cupe5167.org)

- 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 an authorized representative of the union**. 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 **Foreperson** 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, **Foreperson** and Supervisor will occur to attempt to resolve the grievance.

The **Foreperson** or Supervisor shall respond within five (5) working days of the meeting.

- 15.4 STEP TWO: Failing a satisfactory settlement at Step One, the **Union** shall submit the written grievance to the **Employer's Human Resources** within ten (10) working days of the response in Step One.

The Employer will meet with the grievor, and the **Unit Vice President (or designate) as determined by the union and the Steward** if necessary, within ten (10) working days of the receipt of the grievance. The **Employer** will issue a response in writing to the **Unit Vice President, Vice President and Executive Administrator** within ten (10) working days of the meeting. In the event the President or **their** designate denies the grievance, the reasons shall be stated in writing.

- 15.5 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 **Employer's** response.

- 15.6 Meetings with the President or **their** 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.
- 15.7 The Employer recognizes the President of the Union, or **their** designate replacement, as a member of the Grievance Committee.
- 15.8 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.
- 15.9 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 timelines 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 Arbitrator 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, **their** 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 - STEWARDS

- 17.1 **A Steward is elected by the members of the Bargaining Unit.**
- 17.2 The Employer acknowledges the right of the Union to elect **steward(s)** to assist Employees in the presentation of their grievances to **the Employer. Where the employer requires alternative arrangements for employee representation, such arrangements shall be made through the CUPE Local 5167 Office.**
- 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) **No union representative** will leave their regular duties without obtaining permission from their **manager** who will be given a reasonable explanation for the requested absence (e.g. to investigate a grievance) without violating Union confidentiality and when resuming their regular duties after engaging in duties on behalf of the Union the Steward will report to **their manager** immediately upon **their** return.
 - (b) **In the event that the employer requires a steward, the employer shall contact the employee's manager to obtain permission for the steward to leave their work area.**
- 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 **their** place. In the event of a grievance by a Steward, the Grievance Chairperson will represent the Steward with **their** grievance.
- 17.5 Time lost by a Steward, or Chairperson of the Grievance Committee, during **their** normal hours of work as set out in Article 4 of the Agreement when authorized to be absent from **their** regular duties under Section 3 of this Article, shall not thereby disqualify **them** for premium rates under Article 5 of the Agreement to which **they** would otherwise be entitled.
- 17.6 The Union shall notify Human Resources in writing of the name of each Steward and the Department(s) **they** represent 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 **they** 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 **their** immediate supervisor and the Union of **their** 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, WELFARE, AND CLOTHING ALLOWANCE

- 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) minute 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 workday.
- 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
 - 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.

20.4 All **regular** full-time Employees 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 (jacket and trousers) (where required and approved by management)
- 1 parka
- 1 pair winter mitts (lined with thumb and forefinger) where required

Part time and probationary Employees 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) (where required and approved by management)
- 1 parka and 1 pair of mitts (depending upon season)
- safety shoes

Seasonal Employees shall in addition to all Personal Protective Equipment shall be provided with one pair of all-weather pants and one shirt.

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

In addition to the above, all **regular** full time Employees shall receive one (1) additional shirt and pair of pants annually.

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

20.5

- (a) Airport Motor Mechanics shall be entitled to a tool allowance of \$1000.00 annually. The Employer shall reimburse the money to the Mechanic, provided the tool is required for the role at the Airport. The Mechanic shall be required to submit an original receipt prior to being reimbursed, in accordance with the Airport's employee expense reimbursement
- (b) 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.

- (c) **The Airport Electrician shall have all tools, equipment and any specialty tools supplied by the Employer. Required tools shall be determined by the Employer.**

- 20.6 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.
- 20.7 All Employees may be required, on an annual basis, to attend a medical examination to confirm their fitness for duty. All Firefighters may be required to pass a fitness test to confirm fitness for duty. Both examinations and tests are to be on Employer's time and at the Employer's expense.
- 20.8 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.

ARTICLE 21 - CONTRACTING OUT

- 21.1 No Bargaining Unit Employee 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, as soon as is 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 **their** 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.

In the event that a payment is not accepted into the employees banking institution, the employer shall advise the employee in writing to their last known address that the payment was not accepted by their banking institution and the employee shall confirm the correct information or can request a cheque be sent out in lieu of direct deposit.

ARTICLE 23 – REPRESENTATION

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.

23.1 The Union has the right to have, at any time, in attendance, Official Representatives of the Canadian Union of Public Employees 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

(a) LABOUR MANAGEMENT COMMITTEE

- (i) 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.
- (ii) 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.
- (iii) Meetings shall be held at a time and place mutually agreed upon and as expeditiously as possible.
- (iv) Each party shall name a co-chair who shall chair alternate meetings. Each party is entitled to three (3) members one of which shall be the Unit Vice President who shall also be the designated co-chair.
- (v) 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.

(vi) Once the minutes have been approved and signed off by both parties, they shall be posted on the Union Board.

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

(b) GRIEVANCE COMMITTEE

The Grievance Committee shall be composed of three (3) members, one of whom shall be the Chairperson. All members of the Grievance Committee shall be Employees of the Employer.

(c) NEGOTIATING COMMITTEE

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 their delegate shall be recognized as a member of the Negotiating Committee.

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

(i) negotiating or determining any matter arising during the terms of this Agreement,
or

(ii) bargaining with the view towards

- an extension of or renewal of, with or without modification, this Agreement, or
- the making of a new Agreement.

(d) 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, one of which shall be the Unit Vice President, 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.

ARTICLE 24 - EDUCATION AND TRAINING

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.

24.3 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.

24.4 When a training opportunity arises, the parties agree to the following process:

- (a) First priority will be given to Employees for whom the subject matter of the training relates to a primary aspect of their regular job classification. Selection within this group shall be made in seniority order among those who express interest.
- (b) If there are training spots still available after all interested individuals outlined in point (a) have been placed, priority will be given to Employees for whom the subject matter of the training relates to a non-primary aspect of their regular job classification. Selection within this group shall be made in seniority order among those who express interest.
- (c) If there are training spots still available after all interested individuals outlined in point (b) have been placed, priority will be given, in seniority order, to any remaining employees who express interest.

24.5 MEAL ALLOWANCE

A per diem meal allowance **shall be paid out to an employee who is** required to attend training offsite. The Employer shall **provide the per-diem based on the currency of the Country the training occurs in prior to attending the training date** on the following schedule:

Breakfast:	\$20.00
Lunch:	\$20.00
Dinner:	\$45.00

- No alcohol will be reimbursed
- An official restaurant bill detailing date, item(s) consumed, amount and gratuities, with proof of payment, will be required

ARTICLE 25 - TRAVEL ALLOWANCE AND BUSINESS INSURANCE

25.1 The Employer agrees to endeavor to provide Employee's with vehicles to use for business purposes; should such vehicles be unavailable and an employee must use **their** own vehicle the following travel allowance shall be paid only under the following conditions:

- (a) the Employee is authorized and directed to use **their** vehicle for the purposes of travelling from job site to job site and,
- (b) the Employee has presented proof that **their** automobile insurance has been endorsed for business purposes.

25.2 **The Employer will reimburse employees for reasonable expenses incurred travelling on Employer business including meals, commercial accommodations in accordance with the current Federal Government guidelines (CRA), for approved use of the employee's personal vehicle.**

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.1

- (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 **official** correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall pass from the Employer to the Unit Vice-President and a copy sent to the President, **Vice President (or designate), and Executive Administrator** of CUPE Local 5167. Such correspondence from the Union to the Employer shall pass from

either the Unit Vice-President or **Vice President (or designate)** of CUPE Local 5167. The Union shall **provide** the Employer in writing the name and address of **all recognized authorized representatives** of CUPE Local 5167.

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 Unit 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, **2024**, to and including the 1st day of October, **2029**, 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 It is understood and agreed that this Collective Agreement for the period October 2, **2024** to October 1, **2029**, is the sole Collective Agreement between the Employer and the Union.

IN WITNESS WHEREOF the Parties hereto have on this 14 day of April, 2025 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:

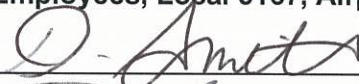
TradePort International Corporation

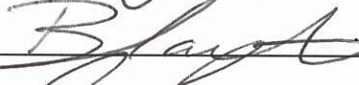


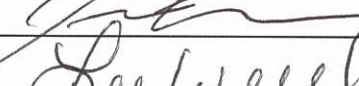


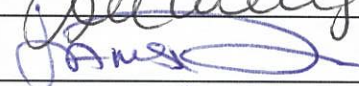
P. TONG


**The Canadian Union of Public
Employees, Local 5167, Airport Unit**











SCHEDULE 'A' – WAGES

General wage increase as follows:

October 2, 2024	3.25%
October 2, 2025	3.0%
October 2, 2026	2.75%
October 2, 2027	2.75%
October 2, 2028	2.75%

In addition, Security Officers will receive a wage adjustment of
\$1.25 effective October 2, 2024.
\$0.25 effective October 2, 2025

Schedule 'A'	2024	2025	2026	2027	2028
	3.25%	3.00%	2.75%	2.75%	2.75%
Airport Motor Mechanic – Helper	\$ 39.02	\$ 40.19	\$ 41.29	\$ 42.43	\$ 43.60
Airport Motor Mechanic - Apprentice	\$ 40.88	\$ 42.10	\$ 43.26	\$ 44.45	\$ 45.67
Airport Motor Mechanic	\$ 42.84	\$ 44.12	\$ 45.34	\$ 46.58	\$ 47.86
Airport Mechanic & Fleet Procurement	\$ 48.00	\$ 49.44	\$ 50.80	\$ 52.20	\$ 53.63
Airport Operations Specialist (Non-ARFF Certified)*	\$ 31.54	\$ 32.49	\$ 33.38	\$ 34.30	\$ 35.25
Airport Operations Specialist (ARFF Certified)	\$ 39.43	\$ 40.61	\$ 41.73	\$ 42.88	\$ 44.06
Equipment Operator / Maintenance Person	\$ 35.72	\$ 36.80	\$ 37.81	\$ 38.85	\$ 39.92
Fire Officer (Non-ARFF Certified)*	\$ 32.21	\$ 33.18	\$ 34.09	\$ 35.03	\$ 35.99
Fire Officer (ARFF Certified)	\$ 40.27	\$ 41.48	\$ 42.62	\$ 43.79	\$ 44.99
Security Officer	\$ 24.32	\$ 25.30	\$ 26.00	\$ 26.71	\$ 27.45
Senior Lead Hand, Airside Operations	\$ 43.38	\$ 44.68	\$ 45.91	\$ 47.17	\$ 48.46
Lead Hand, Security	\$ 26.82	\$ 28.35	\$ 29.12	\$ 29.93	\$ 30.75
Lead Hand, Airside	\$ 41.93	\$ 43.19	\$ 44.38	\$ 45.60	\$ 46.85
Airfield Electrician	\$ 42.84	\$ 44.12	\$ 45.34	\$ 46.58	\$ 47.86

* The parties agree at no time shall there be a greater than 20% wage difference between an Employee that is ARFF Certified and an Employee that is not ARFF Certified within the same job class. If the differential is greater than 20%, the non-Certified job rate will be increased to meet the 20% differential.

Retroactive payments shall be paid in accordance with Article 22.1

LETTER OF UNDERSTANDING

BETWEEN:

TRADEPORT INTERNATIONAL CORPORATION

(The Employer)

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), and its LOCAL 5167

(The Union)


APPRENTICESHIP


WHEREAS the parties acknowledge the mutual benefits of a joint approach to exploring the benefits of introducing an apprenticeship program at the Airport.


THEREFORE, the parties agree to the following:


1. A committee will be established no later than 90 days after ratification to explore options.
2. The Union representatives shall be the members of the Negotiation Committee, inclusive of the Alternate.
3. The Employers representatives shall be assigned.
4. The Committee shall make written recommendations to the employer for their review and possible adoption.
5. The Committee shall have no right to bind the employer financially

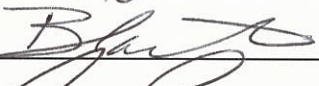
Signed in Hamilton, Ontario this 14, day of April 2025

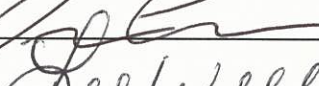






 P. TONG











APPENDIX A: BENEFIT PLAN UPDATES

(a) Health Care Spending Account

An annual supplementary Health Care Spending Account (HCSA) in the amount of \$250 per year is available for each benefit unit enrolled in the benefit plan. A benefit unit includes the employee, and any dependents covered under the plan. The HCSA account will be administered through the employer's benefit plan administrator and in accordance with Canada Revenue Agency (CRA) rules.

Coverage is provided for those expenses:

- that qualify for a medical expense tax credit under the Income Tax Act (Canada)
- that are deemed to be eligible medical expenses under a private services plan, as defined by the Income Tax Act (Canada)

Any unused portion of the HCSA at the end of the plan year may be carried forward and used in the following plan year. Rollover of unused HCSA will be in accordance with CRA rules.

For additional clarity, both parties agree that the HCSA is not intended to replace any benefits currently provided.

(b) Social Worker

Psychologist/Social Worker/Counsellor/Therapist (provided they have the approved credentials/licensing as per their governing body) and Psychotherapist \$750

(c) Vision Care

Eye Exam \$100.00

(d) Dental Care

Orthodontics - Maximum Lifetime - \$3,000 for dependant children

MEMORANDUM OF AGREEMENT
BETWEEN
HAMILTON INTERNATIONAL AIRPORT LIMITED
(the Employer)
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 5167, AIRPORT UNIT
(the Union)

Whereas on December 17, 2021, *An Act to amend the Criminal Code and the Canada Labour Code* (Bill C-3) received royal assent. This bill amends Part III (Labour Standards) of the Code to provide 10 days of paid sick leave (medical leave with pay) to federally regulated private sector workers. On June 23, 2022, the Budget Implementation Act, 2022, No.1 received royal assent, which includes further amendments to Bill C-3.

The legislation, along with supporting regulations, comes into force on December 1, 2022.

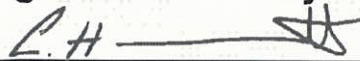
The parties are understanding of the amendment as follows:

1. As of December 31, 2022, current Employees who have completed at least 30 days of continuous employment will have access to their first three days of paid sick leave.
2. Employees hired after December 31, 2022, will also be entitled to three days of paid sick leave after completing 30 days of continuous employment.
3. Starting on February 1, 2023, Employees employed as of December 1, 2022, will acquire a fourth day of paid sick leave and will continue to accumulate one day of paid sick leave each following month, up to a maximum of 10 days per year.
4. Each paid sick day not taken in the current year will carry forward to the next year and decrease by one, the maximum number of days

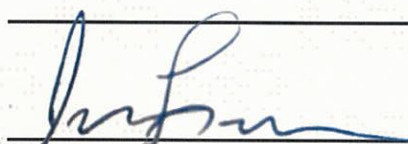
that can be earned on that year (the yearly maximum shall never exceed 10 paid sick days, inclusive of any carry forward days).

5. An Employee can take paid sick leave for the following reasons:
 - personal illness or injury
 - organ or tissue donation
 - medical appointments during working hours; or
 - quarantine of the Employee
6. As of December 1, 2022, the Code will be amended to remove treating an Employee's illness or injury from the reasons for which personal leave may be taken. Therefore, an Employee will no longer be able to take personal leave to treat their illness or injury.
7. All Employees are entitled to paid sick leave, including part-time, casual and contract Employees.
8. The Employer may request that the Employee provide a medical certificate issued by a health care practitioner if the Employee is absent for five consecutive days or longer. The Employer shall make this request within 15 days after the Employee returns to work.
9. Paid sick leave may be taken in one or more periods, and each period of leave shall be taken at a minimum of one day's duration.
10. This Memorandum of Agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format or by an email in which the text confirms that the parties accept and intend to be bound by the terms of the Memorandum of Agreement.

Signed this 30th Day of November 2022.



(The Employer)



(The Union)

MEMORANDUM OF AGREEMENT
BETWEEN
HAMILTON INTERNATIONAL AIRPORT LIMITED
(the Employer)
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 5167, AIRPORT UNIT
(the Union)

Whereas both the Employer and the Union agree that there are benefits for both the Union and the Employer for considering a trial temporary secondment of a Full-time Security Officer to a Seasonal Equipment Operator contract position that will assist in developing the skills of internal Employees

Therefore the parties agree to the following on a without prejudice or precedent basis;

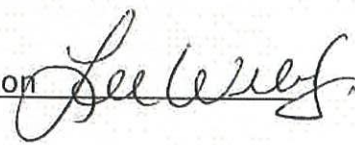
1. An Employee deemed by the Employer to not meet the qualifications and/or not meet the skill requirements of a Seasonal Equipment Operator, may be offered a temporary secondment to allow the Employee to gain the required skills and experience.
2. Based on operational needs, the Employer has the discretion to split the Employee's schedule, whereby scheduling approximately 50% of their shifts as a Seasonal Equipment Operator and 50% of their shifts as a Security Officer. In the event that there is a requirement to go outside of the 50/50 scheduling split of the two positions, the employer shall advise Lee Wilson, Unit Vice President of the need to change the schedule and the circumstances giving rise to the change.
3. A "Probationary Period" will apply, and the Employee will be paid the probationary rate while working as a Seasonal Equipment Operator until such time as the probationary hours have been met. During the probationary period, the Employer can terminate the Employee's duties as a Seasonal Equipment Operator (should this occur, the Employee retains his position as a Full-time Security Officer).

4. The Employee will continue to be eligible for benefits under Article 10.3 and pension under Article 10.4.
5. All hiring decisions for all Seasonal Equipment Operators remain at the Employer's discretion.
6. Only one Security Officer may be seconded to a Seasonal Equipment Operator contract position per season. If more than one Security Officer applies, the seniority of each applicant will be considered before awarding the secondment but is not determinative. Consideration may also be given to awarding Seasonal Equipment Operator contracts on bi-annual rotating basis.
7. This Memorandum of Agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format or by an email in which the text confirms that the parties accept and intend to be bound by the terms of the Memorandum of Agreement.
8. In the event that any concern is raised by either party the issue shall be discussed as soon as is practicable to determine a resolution.

Signed this 09 Day of August 2023.



(The Employer)

Lee Willson 

(The Union)