

July 4, 2006

To: ALL PSAC MEMBERS OF UCTE LOCAL 00004

Re: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was reached on June 30, 2006, on behalf of the PSAC members who work at Pearson International Airport for the GTAA. The tentative agreement, if ratified by the membership, will have an expiry date of July 31, 2010 (4 year agreement).

The highlights of improvements to the collective agreement are as follows:

Economic Increase

3% increase each year, for a total of **12% over four years**.

Increase to Shift Premiums

Increase of .30 cents over the life of the collective agreement to a total of **\$1.80** per hour.

Increase to Standby pay

Increase of \$2.60 over the life of the collective agreement to a total of **\$17.60**

Increase to Benefits

Increase in vision care benefit of **\$60.00** over the life of the collective agreement.

Increase in dental care benefit of **\$200.00** over the life of the collective agreement.

Increase to Boot Allowance

Increase of **\$25.00** over the life of the collective agreement.

Increase to Funding for Classification Conversion

Addition of **\$125,000** to existing funding for classification conversion.

Non-Monetary Improvements

- Changes to posted schedule should be communicated to employees in writing.
- Automatic carry-over of hours worked on designated paid holidays in the month of December.
- Posting of first and second call stand-by crews.
- Provision of an Accrual Detail to all employees, twice a year, upon request.
- Changes to the language on the Apprenticeship Program, with an assurance from the Employer that the Program will be revived.
- Employer and the Union will review the travel policy rates twice a year.
- Elimination of the mediator roster under the Harassment Policy, which should help expedite the process considerably.
- Shift scheduling committee must meet at least twice a year.
- Provision for vacation carry-over for employees involved in the implementation of Pier F.
- Increase in carry-over provisions for seasonal workers.

**. . . AND NO MAJOR CONCESSIONS OR ROLL-BACKS TO YOUR
EXISTING COLLECTIVE AGREEMENT.**

We urge you to carefully examine all changes, provided in full in this ratification kit, before you cast your vote.

Your bargaining team comprising:

Derek Gray
Sue Newman
Mark Bridger
Pauline Leloudas
Steve Tuffin (UCTE)
Gaby Lévesque (PSAC)

Unanimously recommends acceptance of the tentative agreement.

In Solidarity,

Gerry Halabecki
Regional Executive Vice-President - Ontario
Public Service Alliance of Canada

c.c. National Board of Directors
Catharine Rogers, A/Director, CBB
Susan Jones, A/Coordinator, Negotiations Section
Mike Wing, President, UCTE
Christine Collins, UCTE
Steve Tuffin, UCTE
Penny Bertrand, Director, ROB
Denis Boivin, Coordinator, Communications
Gaby Lévesque, Negotiator
Doug Kosakowski, Regional Representative
Negotiators/Research Officers
Representation Section
Data Bank

COMPLETE LIST OF CHANGES TO THE CURRENT AGREEMENT

Article 4 - Management Rights

4:01 The Union recognizes that it is the exclusive right and responsibility of the Employer to operate and manage its business and to determine, inter alia **(amongst other things)**, the location(s), schedule(s) of work, employee complement, method(s) and means of its operation(s) from time to time in accordance with its mandate.

Article 14 - Employee Status

Term Limitation

If term employment of an employee extends beyond **five (5)** years in the aggregate, the employee will be granted non-probationary indeterminate employment status. The employee's seniority shall then date back to the original date of hire. **Term employees hired prior to the parties reaching agreement on a 2006 collective agreement shall not be affected by the change in the qualifying period to five (5) years but rather shall have their rights under this article determined as if the three (3) year period still applied.**

Article 16 - Hours of Work

16:05 (i) The Employer shall schedule hours of work for all employees. The Employer shall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule, except as otherwise mutually agreed by the employer and a majority of the employee(s).

(ii) **Where practicable, when change(s) are made to the schedule after it has been posted, such changes will be communicated in writing to the affected employees.**

Article 18 - Designated Paid Holidays

18:07 **Notwithstanding 18:06 above, all hours worked in the month of December which are subject to the provisions of this article shall be automatically subject to carry over without the need for written request or approval.**

(this is a new provision, rest of article to be renumbered accordingly)

Article 20 - Call Back

- 20:01 (c) When an employee reports for overtime work or on a call back which is not contiguous to the employee's normal hours of work, the employee shall be reimbursed for actual mileage at **the rate provided for in the GTAA Travel Policy for employer requested travel** to a maximum of 75 kilometres each way or out-of-pocket expenses for other means of commercial transportation up to a maximum amount equivalent to the mileage entitlement. This does not apply to regularly scheduled work which falls on a designated holiday.

Article 21 - Standby

- 21:01 Where the Employer requires an employee to be available on standby during off-duty hours, for work urgently required to be done, an employee shall be entitled to a standby payment **at the following rates** for each eight (8) consecutive hours or portion thereof that the employee is on standby.

Effective August 1, 2006	\$15.50
Effective August 1, 2007	\$16.10
Effective August 1, 2008	\$16.80
Effective August 1, 2009	\$17.60

- 21:03 (a) No standby payment shall be granted if an employee is unable to report fit for duty immediately when required, and in any event, within one and one-half (1 ½) hours.
- (b) **If an employee on standby is not available more than one (1) time in a season without reasons satisfactory to the Employer, the employee will be removed from standby status for a period of six (6) months of active employment.**
- (c) **The Employer will endeavour to post a list of first and second call crews in the workplace.**

Article 22 - Shift Premium

- 22:01 An employee working on shifts, of which half or more of the hours are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of **\$1.65** per hour for all hours worked, including overtime. Shift premium will also be paid for regular work hours that commenced earlier than 7:00 a.m. or extended beyond 6:00 p.m., in which case employees working the shift would receive the greater of the premium for hours worked up to 8:00 a.m. and for time worked after 6:00 p.m., or a minimum of two (2) hours shift premium pay. **Effective August 1, 2008, the shift premium shall increase to \$1.80 per hour.**

22:02 Employees working regularly scheduled shifts on a Saturday and/or Sunday shall receive an additional premium of **\$1.65** per hour for all hours worked, including overtime. This clause does not apply to employees regularly scheduled on fixed days Monday to Friday who are assigned overtime on a Saturday and/or Sunday. **Effective August 1, 2008, the premium shall increase to \$1.80 per hour.**

Article 24 - Other Leave With or Without Pay

24:01 Bereavement Leave

For the purposes of this Clause, "immediate family" means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse permanently resident with the employee), child (including child of the common-law spouse) stepchild or ward of the employee, father-in-law, mother-in-law, **(including common-law spouse's father and mother or alternatively stepfather, stepmother or foster parent)**, grandchild, and other relative(s) permanently residing in the employee's household or with whom the employee permanently resides. Leave request must indicate relationship with deceased.

- b) An employee is entitled to three days bereavement leave with pay for purposes directly related to the death of his or her grandfather or grandmother.**
- c) An employee is entitled to one (1) days' bereavement leave with pay for purposes directly related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.**

24:02 Maternity, and Parental Leave Without Pay

- (iii) (a) The maternity **and/or parental** leave allowance payable under this Article 24:02 is subject to the employee first agreeing in writing to return to work on the date of expiry of the leave for a period of six (6) months, including periods of approved leave. Should an employee fail to return to active employment or remain at work for the six (6) month period for reasons other than involuntary separation or medical disability the Employer may recover the full amount of the maternity **and/or parental** leave allowance calculated on a pro-rata basis and such indebtedness may be recovered from wages otherwise payable to the employee or in any other lawful manner.

Child Care Leave Without Pay

- (c) Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (vi) **An employee must return to work for a period of at least six (6) months at the conclusion of a child care leave and prior to the commencement of an additional child care leave. If an employee has taken child care leave of between six (6) and twelve (12) months, the employee must return to work for at least that period of time prior to the commencement of additional child care leave. The Employer in its absolute discretion will consider exceptions to these limits to deal with special needs children.**

24:07 Sick Leave With Pay

- c) **In the circumstances described in (i) or (ii) a medical certificate from a qualified medical practitioner (including a chiropractor, where applicable) to verify the reasons for the employee's absence must be submitted by the employee. The costs associated with obtaining such a medical certificate shall be borne by the employee:**
 - (i) **where the Employer has reasonable cause to suspect an abuse of sick leave; or**
 - (ii) **where the employee is absent for five (5) or more working days or has used more than ten (10) days of uncertified sick leave in a fiscal year.**
- d) **The medical certificate shall clearly indicate that the employee had an illness that precludes him/her from reporting to work and the exact number of days the employee was absent as a result of the illness. In cases where medical certificates do not contain this specific information, the employee will have to secure a replacement certificate on their own time.**

24:08 Leave Without Pay for Personal Needs

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

- (a) **subject to operational requirements and the reason for the leave request, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;**
- (b) **subject to operational requirements and the reason for the leave request, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;**

- (g) **Leave without pay granted under this clause cannot be used to work for another employer without written notice to the Employer of such intent and written permission of the employer. Such permission shall not be unreasonably withheld.**

24:09 Leave With or Without Pay for Family-Related Responsibilities

Elimination of reference to "personal leave". Such leave is now limited strictly for the purposes described in 24:09 (b)(i)

24:11 Leave General

- (a) **For those employees who are not able to access Kronos, upon request, (not more than two (2) times per year) an employee will be provided with an Accrual Detail by his/her manager or designate.**

24:13 Compassionate Care Leave

Employees are entitled to Compassionate Care Leave in accordance with the provisions of the Canada Labour Code.

Article 28 - Group Insurance Plan(s)/Pension Plan(s)

28:01 Extended Health Care

- (a) **The Employer agrees to pay the full premium for the Extended Health Care Plan. Effective August 1, 2006 or afterwards on the date of ratification, Vision Care coverage will be increased to \$270. Effective August 1, 2007 the coverage will be increased to \$280. Effective August 1, 2008, the coverage will be increased to \$290 and effective August 1, 2009, the coverage will be increased to \$310, and PSA tests will additionally be included in the coverage.**

28:02 Dental

- (a) **The Employer agrees to pay the full premium for the Dental Plan. Dental Plan coverage shall be to the maximum of the following rates, based on the current ODA schedule:**

Effective August 1, 2006	\$1,400.00
Effective August 1, 2007	\$1,450.00
Effective August 1, 2008	\$1,500.00
Effective August 1, 2009	\$1,550.00

28:10 **The Employer will provide a lifetime maximum of \$1,000 for wigs following chemotherapy or other diagnosed medical conditions upon submission of a valid receipt.**

Additionally, the Employer has signed a Memorandum of Agreement which states that within 60 days of ratification, all members will be able to submit their drug claims on-line, and have the refund direct-deposited into their bank account (usually within 3 days). This is a service provided by Sunlife, which the Employer will ensure is available to our members.

Article 30 - Health and Safety

30:03 **A Joint Health and Safety Committee and a Policy Health and Safety committee** of equal representation shall be established in accordance with the provisions of the Canada Labour Code.

30:08 Safety Footwear

a) **If the Employer requires an employee to wear safety footwear on a daily basis, it will provide an annual footwear allowance as follows:**

Effective August 1, 2006	\$105 per calendar year
Effective August 1, 2007	\$110 per calendar year
Effective August 1, 2008	\$115 per calendar year
Effective August 1, 2009	\$125 per calendar year

b) **If the employer requires an employee to occasionally wear safety footwear, it will provide a footwear allowance at the applicable annual rate once during the life of the collective agreement. The Employer shall provide the footwear allowance one additional time during the life of the collective agreement where the employee demonstrates that their boots are no longer serviceable.**

(note that the boot allowance has been moved from the clothing article to the health and safety article)

Article 35 - Apprenticeship

35:04 **The apprenticeship program will be reviewed regularly by a joint Employer/Union skilled trades committee. Such review shall not include the selection of candidates for apprenticeship.**

35.05 **The apprenticeship program shall be governed by the rules and regulations of the Ontario Ministry of Training, Colleges and**

Universities which pertain to apprenticeship programs in the province of Ontario.

35.06 The employee must work as a Journeyman for two (2) years after having been placed in a Journeyman position or repay all costs incurred by the Employer during the apprenticeship period. The amount to be repaid shall be comprised of the Employer's costs for the following: any tuition paid on behalf of the apprentice, any books, tools or materials allowance paid for by the Employer on behalf of the apprentice, any top-up or allowance during the Employment Insurance (EI) waiting period on EI benefits paid to the apprentice while the apprentice is at school.

Appendix A: Rates of Pay

Increase in pay at the following rates:

Effective August 1, 2006	3%
Effective August 1, 2007	3%
Effective August 1, 2008	3%
Effective August 1, 2009	3%

Appendix B: Pay Equity

Renewed without change

Appendix C: Staffing/Job Posting

Renewed without change

Appendix D: Travel Policy

Renewed with the following change:

The amounts are reviewable bi-annually on January 15th and July 1st by the parties to reflect the CPI adjustments of the previous six (6) months. Any agreed upon adjustments would be applied effective February 1st and August 1st.

Appendix E: Harassment Policy

Renewed with the following changes:

Elimination of the established roster of mediators.

Appendix F: Classification

Renewed with the following changes:

Additional funding shall be allocated to the implementation of the new classification system at the following rates:

August 1, 2006 to July 1, 2007	\$30,000
August 1, 2007 to July 1, 2008	\$30,000
August 1, 2008 to July 1, 2009	\$30,000

August 1, 2009 to July 1, 2010 \$35,000

(Note that this brings total funding for classification conversion to \$500,000)

Appendix G: Salary Protection

Not renewed

Appendix H: Health Care Retirement

Renewed without change

Appendix I: Shift Scheduling Committee

Renewed with the following changes:

4. The committee shall meet a minimum of two (2) times per year.

Appendix J: Vacation Leave Carry-Over

Renewed with the following changes:

The parties agree that there will be no limit on the amount of vacation leave carry-over into calendar year **2007 for those employees directly involved in the implementation of Stage 2C (Pier F)**. However, it is understood and agreed between the parties that upon the completion of calendar year **2007**, the terms of the collective agreement will apply with respect to any unused accrued vacation leave at that time.

NEW Appendix K: Leave Carry Over for Seasonals

This new Appendix brings the Memorandum of Agreement regarding leave carry-over into the collective agreement.

Vaction leave carry-over increased to 2 and a half weeks

Total allowable carry-over increased to 160 hours