

Collective Agreement

Between the

Vancouver International Airport Authority



and the

Public Service Alliance of Canada



**Local 20221
Vancouver International Airport**

Expires Dec 31, 2008

GENERAL BARGAINING UNIT

COLLECTIVE AGREEMENT

between the:

Vancouver International Airport Authority (The Authority)
(hereinafter referred to as the Employer)

and the

Public Service Alliance of Canada (PSAC)
(hereinafter referred to as the Alliance)

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SEARCH TIPS

Banked Overtime:

- Compensatory Leave – see Article 28 Overtime (clause 28.05 and 28.06)
- Lieu Leave – overtime worked on a statutory holiday and then banked - see Article 11 Designated Paid Holidays (clause 11.08)

Overtime Compensation Rates:

- For standard schedule – see Article 28 Overtime (clause 28.03)
- For compressed work week – see Article 27 Hours of Work (clause 27.11)

Compressed Work Week:

- Article 27 Hours of Work (clause 27.11)

Part-Time Employees:

- Article 26 Employee Status
- Appendix A – Agreement for Permanent Part-Time Employees
- Vacation Scheduling – This is covered in a number of different areas. See Article 33 Vacation Leave (clause 33.06); and Hours of Work (clause 27.04) and

Vacation Scheduling:

- Article 33 Vacation Leave
- Article 27 Hours of Work – outlines how the posting of annual shift schedules coincides with vacation scheduling and the re-posting of shift schedules

GENERAL AGREEMENT

1. PURPOSE & SCOPE

1.01

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

2. MANAGEMENT RIGHTS

2.01

Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer.

2.02

The rights set forth in this Article and/or otherwise retained by management shall be exercised in conformity with the provisions of this Agreement in good faith and without discrimination.

3. RECOGNITION

3.01

The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated January 25, 1993.

4. EMPLOYEE REPRESENTATIVES

4.01

The Employer acknowledges the right of the Alliance to appoint or otherwise select a reasonable number of employees as representatives. The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives.

4.02

A representative shall obtain the permission of the immediate supervisor before leaving the work area to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor before resuming normal duties. Immediately upon entering a department, the representative shall advise the department supervisor that the purpose of the visit is union business. No more than one (1) representative at any one time shall investigate any single incident.

4.03

- (a) The Employer will grant leave with pay for three (3) days to five (5) employees during regular working hours for purposes of preparing for contract negotiations.
- (b) The Employer will grant leave with pay to five (5) employees during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance until an impasse is reached and either party seeks conciliation.

4.04

Subject to operational requirements, the Employer will grant leave with pay to designated Union representatives who are meeting with the Employer on behalf of the Alliance at scheduled Union Management meetings during such representatives' normally scheduled working hours.

4.05

Subject to operational requirements and with reasonable notice, the Employer shall grant leave without pay to a reasonable number of employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business, including conventions, executive meetings, Canada Labour Relations Board hearings and representative training courses.

4.06

- (a) The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the Alliance within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds such office.

- (b) An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

4.07

The Employer shall allow a Union representative fifteen (15) minutes to meet with new employees at time of payroll sign up. The Employer will provide the Union with advance notice of payroll sign up times.

5. USE OF EMPLOYER FACILITIES

5.01

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

5.02

A designated representative of the Alliance may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall in each case be obtained from the Employer. Such permission shall not be unreasonably withheld.

5.03

The Employer shall provide the Alliance with access to a photocopier, space for and a filing cabinet, and use of the Authority premises for general membership meetings at no cost to the Union. The Employer shall provide on site office space for the Union, where space is available, effective December 31, 2000.

6. CHECK-OFF**6.01**

All employees who commence employment after the date of signing of this Collective Agreement shall as a condition of employment become and remain members of the Union.

6.02

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

6.03

The Alliance shall inform the Employer in writing of the authorised monthly deduction to be checked off for each employee.

6.04

For the purpose of applying clause **6.02**, deductions from pay for each employee in respect of each calendar month will start with the first month of employment to the extent that earnings are available.

6.05

No prospective bargaining agent other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

6.06

The amounts deducted in accordance with clause **6.02** shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

6.07

The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

6.08

This Article does not apply to any employee who establishes an entitlement to a religious exemption pursuant to the provisions of the **Canada Labour Code**.

6.09

The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

7. INFORMATION**7.01**

The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification, employee status, and work location of newly appointed employees. Upon request, the Local Union President will be provided with the employment status of any bargaining unit employee.

7.02

The Employer agrees to supply each employee with a copy of the Collective Agreement within one (1) month after receipt from the printer.

7.03

Upon request, the Employer agrees to provide the Local Union President with a copy of the Authority's organization chart identifying the excluded positions along with the Human Resource Policy Manual, as amended from time to time. Such information shall not be included in, nor form part of, the collective agreement.

7.04

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

8. STRIKES AND LOCKOUTS

8.01

There shall be no strikes or lockouts (as defined in the **Canada Labour Code** and accompanying regulations) during the life of this Agreement.

8.02

Where an employee expresses concern for safety, the Employer will ensure safe access to work during picketing involving other employees / employers on Authority premises.

8.03

The Employer shall not assign any employee work normally performed by a tenant's employees who are lawfully on strike or locked out where the predominant purpose of the work assignment is to assist the tenant in the labour dispute.

9. NO DISCRIMINATION

9.01

(a) The Employer acknowledges and affirms its obligations under the **Canadian Human Rights Act**, which prohibits discrimination in respect of employment by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, criminal conviction for which a pardon has been granted, or sexual orientation, in the absence of a bona fide occupational requirement as provided for by the **Canadian Human Rights Act**.

Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

(b) In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the **Canadian Human Rights Act**.

(c) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.

- (d) There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.

10. SEXUAL HARASSMENT

10.01

- (a) The Employer, the employees, and the Alliance recognize the right of all persons employed by the Authority to work in an environment free from sexual harassment.
- (b) Sexual harassment is a disciplinary infraction and will be dealt with as such by the Employer.
- (c) Sexual harassment means any conduct, comment, gesture or contact of a sexual nature:
 - (i) that might reasonably be expected to cause offence or humiliation, or
 - (ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
- (d) At any stage in this procedure an employee may seek assistance and/or involvement of a Union representative.

10.02 Complaint Procedure

- (a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, may contact a Human Resource Representative who will:
 - (i) investigate the matter, and
 - (ii) maintain a strict degree of confidentiality with the employee concerned; and
 - (iii) take appropriate action to resolve the problem.

- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

10.03

An alleged offender, whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of a complaint under this Article and shall be given notice of and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Agreement.

11. DESIGNATED PAID HOLIDAYS

11.01

Subject to **clause 11.02**, the following days shall be designated paid holidays for employees.

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) Victoria Day,
- (e) Canada Day,
- (f) B.C. Day.
- (g) Labour Day,
- (h) Thanksgiving Day,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day,
- (l) one additional day when proclaimed by an Act of Parliament as a national holiday.

11.02

An employee absent without pay (including absence while in receipt of LTD or WCB benefits) on the working day both immediately preceding and immediately

following a designated holiday is not entitled to pay for the holiday unless the employee is on union leave without pay under **clause 4.05**.

11.03

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

11.04 Shifted Holiday

When a day designated as a holiday under **clause 11.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. This shall be deemed a shifted holiday.

When two (2) days designated as holidays under **clause 11.01** coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

11.05

When a day designated as a holiday for an employee is moved to another day under the provisions of **clause 11.04**, work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest.

11.06

An employee who works on a shifted holiday shall be paid:

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday,

and

- (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,

and

- (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.

11.07

An employee who works on an actual holiday designated under clause 11.01 shall be paid:

- (a) double time (2) for all hours worked on the actual holiday, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday,

and

- (ii) pay at two (2) times the straight-time rate of pay for all hours worked on the actual holiday.

11.08

- (a) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request. The Employer will respond to these employee requests, in writing, within a reasonable time. If the request is denied, written reasons will be included.

- (b) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other

cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

- (c) The straight-time rate of pay referred to in **11.08(b)** shall be the rate in effect when the lieu day was earned.

11.09

When an employee is required to report for work and reports on a designated holiday, the employee shall be paid in accordance with the provisions of this Article or Article 29 Call-Back Pay, whichever is applicable.

11.10

Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season. Where practicable, an employee who has worked Dec. 25 the previous holiday season will be given preference to having Dec. 25 off in the subsequent season.

12. OTHER LEAVE WITH OR WITHOUT PAY

12.01 Bereavement Leave With Pay

- (a) For the purpose of this clause, immediate family is defined as Father, Mother (or alternatively Stepfather, Stepmother, or Foster Parent), Brother, Sister, Spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, fiancée and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. The employee may, at the Employer's discretion, be granted up to three (3) days travel leave with pay to attend the funeral where distances so warrant.

- (c) An employee is entitled to one (1) day's bereavement leave in the event of the death of his or her son-in-law, daughter-in-law, brother-in-law, sister-in-law, step brother and step sister. The employee may, at the Employer's discretion, be granted up to three (3) days leave with pay.
- (d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- (e) On request, the V.P. Human Resources may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

12.02 Maternity Leave Without Pay

- (a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending no later than seventeen (17) weeks after the termination date of the pregnancy and subject to **clause 12.04**.
- (ii) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.
- (iii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
- (iv) A pregnant employee may be eligible for sick leave benefits under **Article 13**, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.

-
- (b) An employee shall inform the Employer in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c) (i) After completion of six (6) months' continuous employment, an employee who agrees, in writing, to return to work on the date of the expiry of her maternity leave for a period of at least six (6) months (including periods of approved leave other than Care & Nurturing leave) and who qualifies for Employment Insurance benefits shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (d) Maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible.
- (iii) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under **clause 12.02(d)(i) or (ii)** shall be adjusted accordingly.
- (iv) employees shall have no vested right to payments under the plan except

to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

- (e) When a pregnant or nursing employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement and the Canada Labour Code.
- (f) Where an employee has the actual care and custody of her newborn child, that employee is entitled to additional parental leave without pay pursuant to clause 12.03 and 12.04 of up to thirty-seven (37) weeks ending no later than fifty-two (52) weeks after the child comes into the employee's care.

12.03 Parental Leave Without Pay

An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child (that being a child below the age of majority).

An employee may request parental leave at least four (4) weeks prior to the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.

12.04

The aggregate amount of parental leave and maternity leave utilised by an employee in respect of the same birth shall not exceed a total of fifty-two (52) weeks.

The aggregate amount of parental leave, or the aggregate amount of parental and maternity leave, utilized by an employee-couple in respect of the same birth or

adoption shall not exceed a total of fifty-two (52) weeks for both employees combined.

The number of weeks of maternity or parental benefits you are eligible for does not increase if you have a multiple birth or adopt more than one child at one time.

12.05

Maternity and parental leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement. Employees returning from such leave shall be credited with vacation earned during this time, after they have returned to work for a period of six (6) consecutive months.

12.06

During any period of maternity or parental leave the Employer shall continue to pay its applicable share of all pension, benefit, and insurance plan premiums.

12.07

When the employee returns to work from any period of maternity or parental leave under this Article, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. But in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.

12.08

An employee who takes leave for maternity or paternal purposes or long term disability, upon written request, shall be informed by the Employer in writing of job posting opportunities which arise during such leave. Upon written request, the Employer shall also provide such employee with the annual training calendar.

12.09 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

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:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such

- leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave shall be granted under this clause once per child for a minimum period of six (6) weeks and for a maximum period of two (2) years, with a lifetime maximum of five (5) years.
 - (c) where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. In any event, the employee shall be reinstated to a comparable position with the same wages and benefits;
 - (d) where the employee returns from a leave of more than one (1) year and the employee's previous position has not been filled on a permanent basis or eliminated, the Employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be provided the opportunity to return to their previous position when a permanent vacancy occurs. An employee who declines a reassignment shall be deemed to have abandoned his or her position. Where no reassignment is made after two (2) years from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.
 - (e) no service in the calculation of vacation leave shall be accrued during such leave if the period of leave is greater than one (1) year.
 - (f) time spent on such leave shall not be counted for pay increment or severance purposes.

12.10 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household.

- (b) The Employer shall grant leave with pay under the following circumstances:
- (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to five (5) days of leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (iv) up to five (5) consecutive days of leave with pay for the purpose of getting married.
- (c) The total leave with pay which may be granted under this clause shall not exceed five (5) working days in a calendar year.

12.11 Court Leave

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

- (a) for jury selection or duty;
- (b) for attendance as a subpoenaed witness except where the employee is a principal or is called as a witness on his or her own behalf. A subpoenaed witness includes an employee compelled to appear in court under the Young Offender's Act.

12.12 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for a reasonable period

when a Worker's Compensation claim has been approved by the Workers' Compensation Board and the employee agrees to remit to the Employer any amount received by him or her from the Worker's Compensation Board in respect of such claim. When a claim exceeds six (6) months and the employee's return to work date is indeterminate, the Employer may arrange for the Worker's Compensation Board to directly compensate the employee.

12.13 Education Leave

- (a) The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking any courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.
- (b) The Employer recognizes that generally there is a mutual benefit to be derived from employees who seek to improve their educational qualifications. The Employer agrees to reimburse employees the cost of tuition fees for those employees who successfully complete a course of study pre-approved by the Employer and provided by a recognized educational institution outside their normal hours of work. The Employer further agrees to provide the Employee time off with pay to write exams during their normal working hours.
- (c) An employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which the Employer agrees will enhance the employee's present role or provide a required service in the future.
- (d) The "Deferred Salary Plan for Career Development Leave" Memorandum of Agreement (issued August 29, 1996) shall be considered to form part of this agreement.

12.14 Leave For Shift Work Employees

A shift work employee, who is scheduled to work the evening shift prior to the day that his or her attendance is required as the grievor at an arbitration hearing (pursuant to **Article 25**) or to attend court (pursuant to **Article 12.11**), shall be permitted to leave work early with pay for the balance of his or her shift. The employee shall leave work

at the point in his or her shift which allows for a ten (10) hour break prior to the start of the arbitration hearing or court case. The employee is also permitted a ten (10) hour period before he or she is required to return to work following the conclusion of the arbitration hearing or court case. The employee shall be entitled to leave with pay for the portion of the scheduled shift which he or she was absent due to having the ten hour break.

12.15 Compassionate Care Without Pay

- a) For the purpose of this clause, a family member is defined as spouse or common-law partner; parent; spouse or common-law partner of a parent; child; or child of the spouse or common-law spouse.
- b) An employee shall be granted compassionate care leave without pay for a maximum of eight (8) calendar weeks for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply.
 - (i) An employee shall notify the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given.
 - (ii) An employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and the medical doctor has authorized the other medical practitioner to treat the ill family member.
- c) If, during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the vacation leave credits shall be restored accordingly.

- d) The period of compassionate care leave shall end upon the earlier of the following: the end of the eight week leave, the date the ill family member no longer requires care or support, or the death of the ill family member.
- e) Unpaid compassionate care leave utilized by an employee-couple for the same family member shall not exceed a total of eight (8) weeks for both employees combined.
- f) An employee may elect during the eight (8) week leave to utilize their earned compensatory, lieu, or vacation leave.
- g) Compassionate care leave shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.
- h) On request, the V.P. Human Resources may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

13. SHORT TERM SICK LEAVE PROGRAM

13.01

The Employer will provide paid sick leave for all employees who have completed three (3) months or more of service. Employees shall be paid 100% of regular salary until the 89th calendar day of any one sickness.

Every employee who may be absent from duty on account of sickness shall notify his/her immediate supervisor and no employee shall be entitled to benefits for time previous to such notification, unless delay is shown to have been unavoidable.

The Employer may require a medical certificate or a written statement from the employee as evidence of sickness. The Employer may further require reports from the employee's physicians from time to time, including reports by physicians designated by the Employer. The Employer will bear the costs of medical reports provided by Employer designated physicians.

In the event of excessive absenteeism the Employer shall counsel the employee that failure to meet an acceptable standard of attendance in the future may result in termination of employment.

Fraudulent use of sick leave shall be subject to the appropriate discipline. No payment shall be made under this Article in respect of injuries arising in the course of other employment.

13.02

Where an employee has been granted sick leave as a result of an accident or other event for which a third party may be responsible, the employee shall be obliged to reimburse the Authority the amount received from the third party, but in no case shall the reimbursement exceed what the employee received from the Authority in sick leave benefits. Upon request, the Employer will provide the employee with a letter, for income tax purposes, outlining this arrangement.

14. LAYOFF/RECALL AND SEVERANCE PAY

14.01 Notice of Layoff

In the event of a work force reduction, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

14.02

Employees subject to layoff will be advised no less than ninety (90) days prior to the date of layoff.

14.03

A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a workforce reduction and to consult on the relocation process to be provided to affected employees and on the application of this Article. This committee shall meet during the thirty (30) days following the notice prescribed in clause 14.01 and, where necessary, during the ninety (90) days notice prescribed in clause 14.02.

14.04 Voluntary Severance

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with clause 14.05 and 14.13, if

- (a) the employee waives the right to recall; and,
- (b) the voluntary severance would avoid the lay-off of another employee.

14.05

- (a) Employees subject to lay-off shall, during the ninety (90) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel.
- (b) Employees laid off will also be provided with a job search assistance program and counselling services co-ordinated by the Employer.

14.06

Employees subject to layoff for an indefinite period shall have the option of:

- (a) accepting layoff and retaining the right of recall for up to one (1) year; or
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay outlined below; or
- (c) displacing an employee with less service in any equivalent or lower rated position formerly held by the employee subject to layoff, providing such employee has the ability to perform the job. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee; or
- (d) displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform the job or may qualify within a training period not to exceed three (3) months and is unable to exercise rights under **clause 14.06 (c)** above. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee; or,

- (e) displacing an employee with less service in any equivalent or lower rated position provided such employee has the ability to perform the job or may qualify within a training period not to exceed three (3) months and is unable to exercise rights under **clause 14.06 (c) and (d)**. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee.

The above two week period of notice shall be appropriately extended in the case of an employee who is on vacation. The three month training period referred to in this Article shall be extended up to one (1) additional month where circumstances warrant.

14.07

Employees who are displaced will become subject to the provisions of this Article.

14.08

Employees affected by the reduction who are appointed to a lower rated position pursuant to **clause 14.06** shall have their rate established in accordance with the provisions of this Agreement.

14.09

The Employer shall review the use of temporary and term employees, and where practicable, shall not renew the employment of such employees if qualified surplus employees or laid-off persons can satisfactorily perform the work.

14.10

In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. Employees are required to utilize accumulated lieu and compensatory leave during this period if the unforeseen emergency lasts longer than five (5) calendar days. For unforeseen emergencies of five (5) calendar days or less employees will be granted leave with pay.

14.11

Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the one hundred and twenty (120) day period in **clause 14.01** for which the employee is qualified to perform the work or

could qualify within a three (3) month training period. The staffing provisions of this Agreement will not apply in these circumstances.

14.12 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

14.13 Severance

Severance is calculated as two (2) weeks' pay for the first completed year of continuous service subsequent to July 1, 1992 and one (1) week's pay for each subsequent year thereafter (or part thereof) of continuous service to a maximum of thirty (30) weeks pay.

14.14

In the event of layoff, an employee shall be continued to be covered by the Extended Health and Dental Plans for the lesser period of six (6) months, accepting severance pay, or obtaining alternate employment.

14.15

The provisions of this Article only apply to permanent part-time and full-time employees.

15. SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT

15.01

When an employee has completed more than one (1) year of continuous service and ceases to be employed by reason of incapacity or incompetence, he or she is entitled to severance (as per **clause 14.13**).

15.02

When an employee retires from the Authority at age fifty-five or over, he or she is entitled to severance (as per **clause 14.13**).

16. LOSS OF SERVICE**16.01**

Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is laid off and terminates employment under the provisions of **Article 14**;
- (c) is discharged for cause;
- (d) abandons his or her position by failing to report for duty for five (5) consecutive working days unless the employee provides a satisfactory explanation for their absence.

17. WASH-UP TIME**17.01**

Where the Employer determines that due to the nature of work there is a need, wash-up time to a maximum of ten (10) minutes will be permitted before the end of the working day and before the lunch period.

18. PAY ADMINISTRATION**18.01**

Employees shall be paid on a bi-weekly basis at the rate of pay to which he or she is entitled as prescribed in **Appendix C**.

18.02

Upon initial appointment, an employee shall be placed at one of the annual salary steps

in the salary band for the position. The Employer will determine the appropriate step. In no case shall the employee be paid at less than the minimum rate.

18.03

An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay of at least 5%, or such higher step deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.

18.04

An employee appointed or reclassified to a position rated the same as his or her prior position shall remain at the same salary step and maintain their existing increment_date.

18.05

- (a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than his or her current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if he or she had not been reclassified.
- (b) An employee whose position is reclassified downward and who has refused reassignment to a position rated the same as or higher than his or her prior position and for which the employee has the requisite skills and abilities shall continue to receive the same rate of pay. The employee shall receive incremental rate increases on the same basis as if he or she had not been reclassified but shall not receive negotiated salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.
- (c) An employee who is demoted shall receive the lesser of his or her current rate of pay and the maximum incremental rate in the new position.

18.06

Clause 18.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than his or her current position. Such an employee shall receive the lesser of the maximum rate for the new position and his or her current rate of pay. In the event of the latter, the employee shall receive the

applicable incremental rate when it exceeds his or her current rate in accordance with **Clause 18.07**.

18.07 Pay Increments

- (a) An employee shall be granted pay increments until he or she reaches the maximum rate, or step, for the position. The pay increment period is one (1) year from the anniversary date in the position.

A pay increment shall be the rate in the salary band applicable to the position that is next higher to the rate at which the employee is being paid.

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.
- (c) The Employer may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When the Employer intends to withhold a pay increment from an employee, the Employer shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment. A minimum of two (2) weeks prior to the written notice of the intention to withhold the increment, the Area Manager will discuss with the employee the unsatisfactory performance in order to provide the employee with feedback to improve. Upon request from the employee, the Manager will identify, in writing, the areas of unsatisfactory performance.

An employee denied a pay increment shall have his or her performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on the first pay period following the review. In the event of an unsatisfactory review after the first three (3) months subsequent reviews shall be conducted after each three (3) month period. The employee's original increment date shall remain unchanged.

- (d) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of

employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

18.08

- (a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit he or she shall receive the lesser of his or her current salary and the maximum incremental rate for the new position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.
- (b) The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

18.09

For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.

18.10

Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

18.11

When an employee is required by the Employer to substantially perform the duties of a position in a higher rated salary band in an acting capacity and performs those duties for at least one (1) full shift, the employee shall be paid acting pay in accordance with **clause 18.03**. An employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

18.12

In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.

18.13

It is understood by the parties that there shall be no pyramiding of premiums under this Agreement.

18.14

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

19. TRAVELLING TIME**19.01**

Where the Employer requires an employee to travel outside of the Greater Vancouver Regional District on:

- (i) A day of rest, time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of ten (10) hours pay.
- (ii) A designated holiday, time spent in travel shall be considered time worked, and shall be paid at overtime rates to a maximum of ten (10) hours straight time pay.
- (iii) A normal working day on which the employee travels but does not work, the employee will receive his or her regular pay for the day.
- (iv) A normal working day in which the employee works and travels, the employee will be paid
 - a) his/her regular pay for the day

and

- b) pay for travel outside of the normal hours of work to a maximum of three (3) hours straight time pay.

19.02

Compensation under this Article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

19.03

The Employer will reimburse employees for reasonable expenses incurred travelling on Company business including meals, commercial accommodations, and mileage (40 cents per kilometre) for approved use of the employee's personal vehicle.

20. SUSPENSION AND DISCIPLINE**20.01**

An employee may be disciplined for just cause. When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing of the reason within a reasonable period of time. An employee who does not receive the written reason for suspension, or discharge, at the time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is received.

20.02

Prior to the employee receiving notification, the Employer shall notify the local President of the Alliance, or his or her designee, that such suspension, or discharge, will occur.

20.03

Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen (14) days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report placed on the employee's file.

The Employer will initiate any disciplinary investigation no later than fifteen (15) days after the incident comes to the Employer's attention and shall advise both the local President, or designate, and the employee involved, that such investigation has commenced. The employee shall also be advised of the nature of the incident. The local President, or designate, may contact the Employer representative for further information regarding the incident. The Employer shall endeavour to handle the investigation in a timely manner. The Employer shall advise the Union and the employee of the result in writing.

20.04

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

20.05

The employee shall be advised of his or her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employees to investigate alleged misconduct of the employee. In the event the employee elects to have Union representation, he or she will be allowed to meet with a Union representative prior to the disciplinary meeting.

21. EMPLOYEE PERFORMANCE REVIEW**21.01**

The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance. Should the employee not meet reasonable standards of performance expected of him/her, their performance will be discussed and recommendations made to improve performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis.

In cases where an employee has worked on several projects on a project management basis, input from more than one manager will form part of the employee's performance appraisal.

21.02

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employees at that time. An employee's signature on his/her assessment form will be considered as an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

21.03

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

21.04

An employee has the right to make written comments to be attached to the performance review form.

21.05

Both the Employer and the Alliance recognize the need for employees to have ongoing performance feedback. Consequently, a joint Performance Review Committee was established.

22. HEALTH AND SAFETY**22.01**

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

- (b) Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.
- (c) The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a joint Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) employees appointed by the Alliance.

22.02

Duties which are identified in legislation applicable to the Airport as requiring mandatory trade qualifications for their performance, will be assigned to and performed by employees who possess the required qualifications.

22.03

The Employer and the Union recognize the benefit of critical incident stress debriefings. The Employer agrees to consult with the Union in the development of Critical Incident Stress Debriefing protocols.

23. STAFFING PROCEDURE

23.01

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

23.02

The postings shall be for a minimum of fourteen (14) calendar days and not to exceed twenty (20) calendar days. The closing date shall be identified on all posters.

23.03

The posting shall contain the following information:

- (a) The requirements of the position to be filled and the salary for the position.
- (b) The qualifications applicable to the position including the education, knowledge, abilities, skills, and experience required of the position to be filled.

The Employer may consider an applicant with relevant experience in lieu of the educational requirements where the educational qualification is not a mandatory requirement for the position.

- (c) Such qualifications will not be established in an arbitrary or discriminatory manner.

23.04

A copy of the poster shall be forwarded to the Union forty-eight (48) hours prior to the posting.

23.05

The candidates shall be advised within one (1) week after the selection decision is made and the name of the successful candidate will be posted.

23.06

The selection committee shall interview all candidates in the bargaining unit who meet the posted requirements for the position. The Employer shall endeavour to schedule such interviews during the employee's scheduled hours of work.

23.07

The vacancy shall be filled on a comparison of the candidate's qualifications. Where it is found that two or more candidates are relatively equal then the candidate with the greater length of service shall be awarded the position. Where none of the candidates are suitable, the Employer may cancel the posting, or re-post the position.

23.08

Length of service is defined as the length of continuous employment with the Authority and the Federal Government provided that the employee accepted the offer of employment from the Authority at the time of transfer from the Federal Government.

23.09

All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition.

23.10

The Employer is entitled to seek and consider applications from outside the bargaining unit. Where it is found that two or more candidates are relatively equal then the internal candidate shall be awarded the position above outside candidates. Where none of the candidates are suitable, the Employer may cancel the posting, or re-post the position.

23.11

For certain positions the Employer may with the concurrence of the Union establish an eligibility list by pre-posting positions and selecting candidates in advance. An eligibility list shall not exist for a period exceeding twelve (12) months.

23.12

The Employer is not required to post under this Article in the following circumstances:

- (a) temporary vacancies of six (6) months or less except in cases of the temporary absence from work of a member of the bargaining unit; or,
- (b) temporary vacancies of six (6) months or less to fill a vacancy created by a temporary absence from work in which case bargaining unit members employed at a lower rate of pay shall be granted priority on an equitable basis provided such employees are immediately capable of performing the position and are employed within the department. The vacancy thereby created will in such cases not be subject to this Article; or,
- (c) reassignments into permanent vacancies for the purpose of training or career development provided that no reassignment of any employee shall exceed six (6) months in total in any position and that the vacancy shall be posted within twelve (12) months; or,
- (d) reassignment within the same classification and level; or,
- (e) reassignment of a disabled person employed by the Authority.

- (f) It is not the intent of **clauses 23.12 (a), (b), or (c)** above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

23.13

All temporary vacancies known to be greater than six (6) months duration will be posted. The posting notice will be for a minimum of seven (7) calendar days and shall not exceed ten (10) calendar days. The poster shall state the duration of the appointment if known at that time.

23.14

The Employer shall consult with the Union in complying with Employment Equity legislation.

23.15

Employees may, prior to commencing a leave of absence of eight (8) weeks or less, file an intention to bid on up to two (2) potential postings. The employee shall only be awarded the posting if available for the selection process and able to return to work at the end of the leave period.

23.16

The Employer's obligations under this Article shall be exercised without discrimination or favouritism.

24. GRIEVANCE PROCEDURE**24.01**

If a difference arises between:

- (a) the Employer and an employee(s), or
- (b) the Employer and the Union

Concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s), the Union or the Employer shall have the right to file a grievance. Nothing in this provision deprives employees of any rights

or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.

This grievance procedure is not intended to preclude any consultation process between employees, their Union representative and the management representative which will normally occur in the process of resolving problems. Where this level of consultation occurs, the time limits in Stage 1 will be extended by the appropriate number of days.

24.02

The following procedure will be used for the resolution of differences referred to in clause 24.01.

Stage 1:

Prior to submitting a written grievance, and within ten (10) days of the matter giving rise to the difference, or within ten (10) days, of the employee becoming aware of the matter giving rise to the difference, the employee will first try and resolve the difference by speaking with the first line management representative. However, if the employee has followed the consultative process outlined in 24.01(b) and has not reached a resolution, then the employee may submit a Stage 1 written grievance. The management representative will respond verbally to the issue within ten (10) days of the meeting with the employee. In calculating the ten (10) day period referred to above only days during which the employee is actively at work shall be counted. Where an employee commences a leave period during the ten (10) day period, calculation of the time in which the employee has to file the grievance will be suspended. Upon return to work the employee shall have the balance of the ten (10) day period as calculated above in which to file the grievance. The management representative will document grievances resolved at Stage 1, specifying the contract clause involved and the agreed upon remedy. A copy will be distributed to the Union and Human Resources.

Stage 2:

If the grievance is not settled to the employee's satisfaction at Stage 1, then, within ten (10) days after the expiry of time limits set out in Stage 1, the

employee may submit a written grievance including the redress requested to the Departmental Director. In the event that there is no Departmental Director, the employee may submit the written grievance to the VP, Human Resources or designate. Within ten (10) days of the receipt of the grievance, the management representative shall give written response delivered confidentially to the employee and the Union representative and Human Resources.

24.03

If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within thirty (30) days of the expiry of the time limits set out in Stage 2.

24.04

The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in clauses 24.02 and 24.03 are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next stage or await the Employer's response in which case no time limit shall run against the Union until it has received the Employer's response.

24.05

A grievance initiated by the Employer or the Union, or a grievance involving the termination of employment, posting, safety or health or sexual harassment, shall be processed at Stage 2. Only the VP, Human Resources, may submit a grievance on behalf of the Employer. Grievances involving the Union shall be responded to within ten (10) days. By mutual agreement of the Union and the Departmental Director or the VP, Human Resources, other grievances may be processed at Stage 2.

24.06

Employees shall have the right to be represented at any stage of the grievance process. The employee(s) and the Union representative shall be given leave with pay to attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

At either Stage 1 or Stage 2, the management representative may be assisted by a Human Resources representative.

25. ARBITRATION

25.01

The parties agree that a single arbitrator shall be used as provided for in the **Canada Labour Code**. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days as calculated in **Article 24** after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

25.02

In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

25.03

The arbitrator shall have all the powers vested in it by the **Canada Labour Code**, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income. The arbitrator shall render his award within a reasonable period.

25.04

The decision of the arbitrator shall be final and binding on both parties.

25.05

Each party shall bear half (1/2) the cost of the arbitrator. Employee(s) involved and union representatives shall be given leave without pay to attend arbitration hearings.

25.06

The arbitrator shall not change, modify or alter any of the terms of this contract.

26. EMPLOYEE STATUS

26.01 Probationary Employees

Any employee entering service with the Authority shall be a probationary employee for a period of six (6) months. Except where otherwise provided, all provisions of this Agreement will apply to probationary employees. A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration. The grievance may be processed at Stage 2 of the grievance procedure. A probationary employee shall have a performance evaluation completed in accordance with **Article 21** at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period an employee's seniority shall be established from first day of employment.

26.02 Emergency Response Specialist Probationary Period

- (i) The probationary period for any employee entering service as a permanent Airfield Operations Specialist being trained as an Airfield Operations Emergency Response Specialist will include the provisions of 26.01. These employees shall also be required to meet all technical qualifications within a period of twelve (12) months.
- (ii) The probationary period for any employee entering service as a permanent Airfield Operations Specialist being trained as an Airfield Operation Emergency Response Specialist will be extended to eight months (8) should their initial aircraft fire fighter training be scheduled during the probationary period outlined in 26.01.

26.02.1 Part-Time Employees

(a) Permanent Part-Time

A permanent part-time employee is an employee who:

- (i) has scheduled hours of work which are less than those established in the Hours of Work Article 27; and,
- (ii) has established by the Employer, on an annual basis, the average number of hours (at least twenty (20)) to be worked weekly; and,

- (iii) is paid bi-weekly based on actual hours worked during their pay period; and,
- (iv) is paid at the straight-time rate of pay for work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
- (v) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
- (vi) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
- (vii) is entitled to benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees, unless otherwise agreed with the Alliance; and,
- (viii) has the right to decline work beyond their regularly scheduled part-time hours; and,
- (ix) is covered by all provisions of this Agreement except as modified in Appendix A and above.

(b) Casual Part-Time Employees

A casual part-time employee is an employee who:

- (i) may be utilized on an “on-call basis” without having normal hours of work or days of rest scheduled; and,
- (ii) will not work in excess of seven hundred and eighty (780) hours in a calendar year, However, if by September 1st in any year a casual part time employee is approaching seven hundred and eighty (780) hours,

the Employer may request from the Local Union an extension of hours for that year. Such extension shall not be unreasonably withheld; and,

- (iii) is paid bi-weekly based on actual hours worked during their pay period; and,
 - (iv) is paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
 - (v) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
 - (vi) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
 - (vii) is not entitled to benefits as provided in Appendix A; and,
 - (viii) is entitled to a salary adjustment of 6% of base pay in lieu of any benefits once he or she has exceeded working 500 hours in each calendar year; and,
 - (ix) is entitled to 4% vacation pay and will receive overtime for work performed on a statutory holiday; and,
 - (x) has the right to decline on-call work; and,
 - (xi) will be deemed to be laid-off without severance pay when he or she has not worked for a period of six (6) consecutive months.
- (c) Unless the parties mutually agree otherwise, a part-time employee will not be eligible to bid to become a full-time employee until he or she has worked part-time for a period of two (2) years, or the full-time position bid upon is

classified at a lower pay rate. A full-time employee who becomes part-time in the same classification will not have to bid on their original position in order to revert to full-time status.

26.03 Term Employees

Term employees are employees hired for a fixed period of six (6) months or longer for the purpose of (i) short term assignments, (ii) non-recurring work, or (iii) special projects. The need for such employees is not expected to extend beyond the end of the project or assignment and such employees will be advised, in writing, of their termination date when hired. If term employment of any employee extends beyond three (3) years the individual will be granted non-probationary indeterminate employment status. Term employees are covered by all provisions of this collective agreement, except the severance pay provisions.

26.04 Temporary Employees

A temporary employee is an employee hired for a period of less than six (6) months to fill a temporary vacancy as identified in **clause 23.12**. Temporary employees are covered by all provisions of this Agreement, except the severance pay provisions. When temporary employees qualify for benefits as provided in **Article 34**, they will be provided a salary adjustment in lieu of such benefits.

26.05 Full-Time Employees

A full-time employee is an employee hired for an indeterminate period who has completed the probationary period.

27. HOURS OF WORK

27.01

The Employer shall specify the hours of work and shift schedules for all employees, as follows:

(a) Standard Schedule

- (i) The standard schedule is work customarily performed between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday inclusive.

(ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be eight (8) consecutive hours per day and forty (40) hours per week or seven and one-half (7 1/2) consecutive hours per day and thirty-seven and one-half (37 1/2) hours per week depending on the position (as identified at the date of this agreement).

(b) **Extended Schedule**

Hours of work established for employees working in extended operations (ie, weekend and/or more than one shift per day) shall be those specified in **clause 27.01(a)(ii)** and shall average the weekly hours over a maximum fifty-six (56) day cycle.

27.02 Scheduling

(a) When arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.

(b) The Employer shall make every reasonable effort:

(i) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, unless the employee is working a compressed work week in which case it would be twelve (12) hours between shifts.

(ii) to avoid excessive fluctuation in hours of work;

(iii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;

(iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked.

(c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.

(d) No employee shall be required to work split shifts.

27.03

The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the President of the Union Local if the change will affect a majority of the employees governed by the schedule.

27.04

- (a) The Employer shall schedule hours of work for all employees.
- (b) Shifts will be allocated on an equitable basis amongst employees governed by the same schedule.
- (c) The Employer shall, where practicable, arrange schedules which shall remain in effect for a period of one (1) calendar year. The schedules shall be posted by December 15. The Employer shall also distribute the schedules to the employees.
- (d) To ensure all employees have access to a full year of shift schedules in order to provide for improved vacation planning opportunities the vacation scheduling process shall be as follows:
1. October 31 – Date for draft of shift schedule, for the following year, to be posted for all full-time employees
 2. November 21 – Date for completion of vacation bid process for all full-time employees
 3. November 28 – Date for redraft of shift schedule to be posted for all full-time employees including vacation time
 4. December 7 – Date for completion of vacation bid process for all permanent part-time employees
 5. December 15 – Date for final shift schedule to be posted for all employees

Upon completion of the vacation selection process, and in any event no later than December 15, the Employer shall re-post the updated shift schedule for the remainder of the year. The schedule shall indicate the approved vacation leave.

- (e) Permanent part-time employees shall have their schedules posted after the full-time vacation selection process has been completed, and in any event no later than December 15. This allows the Employer time to rearrange the part-time shift schedules to optimize vacation coverage for full-time employees.

One of the purposes in having part-time employees is to provide coverage for the permanent full-time employees. This includes coverage when full-time employees take vacation leave, compensatory or lieu days, training time, or sick leave. For this reason, full time employees finalise their vacation schedules ahead of part-time employees.

Part-time employees will bid on vacation, on the basis of service, amongst other part-time employees in the same position within the department. (See 33.06.1 for more information on the vacation scheduling process).

- (f) When the Employer changes the entire shift schedule (i.e., a new shift pattern), the Employer shall provide the Union notice thirty (30) calendar days prior to the effective date of the new shift schedule. The Employer shall initiate a consultation process with the Local President, or designee.
- (g) Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule.
- (h) In the event the staffing complement may change in the following year, the Employer shall advise the Union as soon as practicable and the parties shall agree to new shift schedule and vacation posting dates.

27.05

An employee who is required to change his or her scheduled shift without receiving at least seven (7) days notice in advance shall be paid for the first shift worked on the revised schedule at the rate of double time (2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement. Where the seven (7) days notice has not been provided, the employee shall retain his or her next set of previously scheduled days of rest following the shift change. If such days of rest are worked the employee shall be compensated in accordance with the overtime provisions.

27.06

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

27.07 Meal Breaks

- (a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
- (b) Certain continuous operations require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break because they will not be able to leave the work place for a meal break. Subject to **clause 27.07(a)**, a specified meal break shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.

27.08 Rest Periods

Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, inclusive of travel, for all employees. For employees whose shifts extend beyond ten (10) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

27.09 Days of Rest

Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half or more of the hours worked fall on that day, or
- (b) on the day it terminates where more than half the hours worked fall on that day.

Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of a intervening designated paid holiday if days of rest are separated thereby.

27.10 Flexible Hours

Upon approval from the Employer, an employee may be granted flexible daily hours.

27.11 Compressed Hours of Work

- (a) A compressed hours of work schedule is a schedule which establishes normal scheduled daily hours in excess of those prescribed in **clause 27.01(a)(ii)**.
- (b) Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:
 - (i) no shift in excess of twelve (12) hours is involved;
 - (ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
 - (iii) shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months notice by either party.
 - (iv) the hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days.
- (c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.
- (d) **Clauses 28.03 (b) and (c)** do not apply to employees working compressed hours of work. Except where otherwise agreed in establishing a compressed work week schedule, overtime for employees working a compressed work week shall be compensated on the following basis:
 - (i) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
 - (ii) time and one half (1 1/2) for each hour worked on the employee's first

day of rest in respect of a period of two (2) consecutive days of rest and on the first two (2) days of rest in respect of a period of three (3) consecutive days of rest or more;

- (iii) double time for each hour worked on a day of rest in excess of normally scheduled daily hours, for each hour worked on the second day of rest in respect of a period of two (2) consecutive days of rest and for each hour worked on the third or subsequent consecutive day of rest.
- (e) The provisions of this Agreement which specify days shall be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified herein. Notwithstanding the foregoing, in **clause 12.01 Bereavement Leave With Pay** and **clause 12.10 Leave with Pay for Family Related Responsibilities**, a "day" will have the same meaning as the provisions in the Agreement.

27.12

Nothing in this Agreement shall be construed as guaranteeing minimum or maximum hours of work.

28. OVERTIME

28.01 Allocation of Overtime

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees within a department and work area; and
- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least seven (7) hours notice of any requirement for overtime work.

28.02 Overtime Compensation

An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Emergencies and unusual

circumstances excepted, overtime work must be pre-authorized by the designated Employer representative to be eligible for compensation.

28.03

Overtime shall be compensated on the following basis:

- (a) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
- (b) time and one-half (1 1/2) for each hour worked on the first day of rest and double time for each hour worked in excess of the employee's normal scheduled daily hours worked on that day of rest;
- (c) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (d) double time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period. Employees receiving benefits under this provision are not eligible for the benefits under **clause 28.04**.

28.04

- (a) When overtime is worked immediately following a shift, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with no reduction of earnings from his or her regular shift.
- (b) When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the start of the next shift, then
 - (i) if there is an eight (8) hour break or more prior to commencement of the next regularly scheduled shift the employee shall commence that shift as scheduled;
 - (ii) if an eight (8) hour break would result in the employee returning to work prior to the midpoint of his/her next regularly scheduled shift the

employee shall return to work after eight (8) hours have elapsed from the end of the overtime call-back work with full compensation for that shift.

- (iii) if an eight (8) hour break would result in the employee returning to work after the midpoint of the shift then the employee shall continue working at the overtime rates until the beginning of his/her regularly scheduled shift and continue working to the later of the midpoint of the regular shift or the completion of the equivalent number of hours of work in the employees regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift.
 - (iv) clause (iii) above also applies to overtime call-back work which extends into the employees regular shift.
- (c) This clause does not apply to overtime which is specified to be contiguous with an employee's shift or when overtime is worked on a call-out of three (3) hours or less.
- (d) This clause does not apply to employees receiving overtime under **clause 28.03(d)**.

28.05

Overtime shall be paid out except where, upon request of an employee, overtime may be accumulated in equivalent leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. Subject to operational requirements, an employee will be granted compensatory leave with five (5) days notice. In individual circumstances, the Employer may waive the five (5) day notice requirement. The Employer will respond to an employee request for compensatory leave, in writing, within a reasonable time.

28.06

- (a) Compensatory leave with pay not used by July 1st and December 31st will be paid out at the employee's current rate of pay, unless the employee requests in writing a carry-over of leave earned subsequent to the previous pay out date.

The maximum hours that each employee can carry-over will be the equivalent to the hours scheduled in a shift block.

- (b) Notwithstanding **clause 28.06(a)** an employee denied use of compensatory days carried over from the previous pay out date may carry these days forward up to the next pay out date.

28.07

- (a) An employee who works three (3) or more hours of overtime, immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of fourteen dollars (\$14.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees' place of work.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of fourteen dollars (\$14.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

28.08

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

28.09

Subject to payroll requirements, employees shall be paid overtime earnings on the first pay day subsequent to reporting the overtime.

28.10

The Employer agrees to provide the Local President, on a quarterly basis, with a list of employees and their corresponding year-to-date overtime, including banked overtime.

29. CALL-BACK PAY**29.01**

If an employee is called back to work on a designated holiday or reports to work on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:

- (a) three (3) hours' pay at the applicable overtime rate; or
- (b) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

30. MILEAGE PREMIUM**30.01**

When an employee reports for overtime work which is not contiguous to the employee's regularly scheduled shift on that day, the employee shall be reimbursed for actual mileage at a rate of fifty (50) cents per kilometre, to a maximum of one hundred (100) kilometres each way. Mileage will be calculated from the employee's primary residence to and from the airport. This does not apply to regularly scheduled work which falls on a designated holiday.

31. STANDBY**31.01**

- (a) Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of fourteen dollars (\$14) for each eight (8) consecutive hours or portion thereof that he or she is on standby.
- (b) Where the Employer requires an employee to be available for standby during off-duty hours for winter snow events, the employee shall be entitled to a standby payment of twenty dollars (\$20) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

31.02

An employee designated for standby duty, identified on a list, will be available during the period of standby by pager and return for duty promptly if called. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties. Subject to operating and weather conditions, the Employer will endeavour to provide as much advance notice of standby as practicable.

31.03

An employee on standby who reports for work shall, in addition to the standby pay, be compensated in accordance with the Call-Back Pay provisions of Article 29.

31.04

Personal emergencies excepted, employees designated for standby duty are expected to be available when called. Employees who do not report as a result of such emergencies shall not receive standby.

32. SHIFT PREMIUMS**32.01 Shift Premium**

A shift work employee will receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. provided the majority of the employee's regularly scheduled hours occur after 4:00 p.m. Where an employee's regularly scheduled shift commences prior to 6:00 a.m., and the majority of the employee's scheduled hours do not fall between 4:00 p.m. and 8:00 a.m., the employee shall receive the greater of the above premium for hours worked prior to 8:00 a.m. or four (4) hours shift premium pay.

As of January 1, 2006 the shift premium will increase to one dollar and seventy-five (\$1.75) cents.

As of January 1, 2007 the shift premium will increase to two dollars (\$2.00).

32.02 Weekend Premium

Employees working on extended schedules shall receive an additional premium of one dollar (\$1.00) per hour for regularly scheduled straight time hours and overtime hours of work on a Saturday and/or Sunday.

As of January 1, 2006 the weekend premium will increase to one dollar and twenty five (\$1.25) cents.

As of January 1, 2007 the weekend premium will increase to one dollar and fifty (\$1.50) cents.

33. VACATION LEAVE

33.01 General

Employees will be notified, in writing, of their vacation balance by the end of January.

33.02 Vacation Year

The vacation year shall be from January 1st to December 31st.

33.03 Vacation Service

For the purpose of vacation leave, continuous service is defined as:

- (a) the length of continuous service with the Authority for employees hired subsequent to July 1, 1992;
- (b) the length of continuous service with the Authority and the Federal Government, for former Transport Canada employees who joined the Authority at the date of transfer, July 1, 1992;
- (c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.

33.04 Vacation Entitlement

Provided that an employee has completed six (6) months of continuous service, the employee may be granted vacation leave in advance of the credits earned during such vacation year, and will be advanced credits equivalent to the anticipated credits for each subsequent vacation year.

If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) shift, the entitlement shall be increased to the nearest half (1/2) shift.

33.05 Credits

An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rates:

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's sixteenth (16th) anniversary of continuous service occurs;
- (d) two and one-half (2 1/2) days commencing with the month in which the employee's twenty-fourth (24th) anniversary of continuous service occurs.

33.06 Scheduling

- (a) Employees shall schedule and take all of their vacation leave during the vacation year in which it is earned.
- (b) Subject to operational requirements:
 - (i) and the following rotational scheduling process, the Employer will make reasonable efforts to grant the employee his or her vacation leave at the times requested by the employee.
 - (ii) each employee shall select their vacation through a rotational scheduling process, within the employee's department, starting with the employee with the greatest vacation service (as defined in clause 33.04) and progressing through to the employee with the least vacation service. Part-time employees will bid on vacation, on the basis of service, amongst other part-time employees in the same position within the department. Each employee may select up to three consecutive weeks of

vacation per selection. Following this selection, and where practicable, the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15 and September 15. This selection process will be completed by December 15 for all employees. Employees must schedule all but one (1) weeks vacation by December 15. If the (1) one week is not taken during the vacation year it will automatically be carried over.

- (iii) an employee may request to carry-over in the following vacation year his or her vacation leave entitlement. If such request is approved by the Employer, the provisions of clause 33.07 will apply.
- (iv) if an employee requests his or her vacation be rescheduled from their original selection, the Employer shall endeavour to accommodate the request. Such requests should be processed in the order received.
- (c) The administrative details pertaining to this procedure shall be established in consultation with the Union. Please see Hours of Work (27.04) for specific details on vacation selection for part-time employees.
- (d) Employee requests for vacation leave for the week of unscheduled leave outlined above in (b)(ii), shall be processed in the order received. The Employer will respond to these employee requests, in writing, within a reasonable time.
- (e) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

33.07 Carry-Over

- (i) Pursuant to **33.06**, carry-over in excess of one (1) week shall be by mutual consent.
- (ii) Any unused vacation shall be carried over to the following year.

33.08 Displacement of Vacation Leave

Where, in respect of any period of vacation leave, an employee:

- (a) is granted bereavement leave,
or
- (b) is granted leave because of illness in the immediate family (medical substantiation may be required),
or
- (c) is granted sick leave on production of a medical certificate, the period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

33.09

No employee shall be required to return to duty after he or she has proceeded on vacation leave, nor shall approved vacation leave be cancelled when it would impose a financial loss on the employee. Emergencies excepted, an employee will not be required to re-schedule vacation leave once it is approved.

33.10 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid any outstanding vacation pay at the employee's current rate of pay.

34. INSURANCE PLANS**34.01**

The Employer will pay the premium cost specified below to provide the following insurance benefits:

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- (b) Extended Health: 100% of the premium of an extended health plan providing vision care to a maximum of \$325 per person every twenty-four (24) months, and supplementary medical benefits.
- (c) Dental Plan: 100% of the premium of a dental plan providing:

- (i) 90% of the current approved schedule of fees for Basic Services;
- (ii) 50% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$1,250 per person every calendar year. As of January 1, 2006 the rate will change to 60% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$1,750 per person every calendar year.
- (iii) 50% of the current approved schedule of fees for Orthodontic Services to a lifetime maximum of \$3,000 per person;
- (d) Basic Life Insurance Plan: 100% of the premium of a life insurance plan providing: coverage of 200% of salary and insurance for AD&D and dependent life (spouse: \$5,000; child: \$2,500).
- (e) Long Term Disability: 85% of the premium for a long term disability plan providing 66 2/3 of the employee's current salary.

35. PENSION PLANS

35.01

(a) Defined Benefit Plan

The Authority Defined Benefit Plan covers employees who immediately prior to joining the Authority were employees of the Federal Public Service and were accruing pension benefits under the Public Service Superannuation Act (PSSA Plan) and have transferred their PSSA credits to the Authority Plan. Employees covered by this Plan are required to contribute, by payroll deduction, 7.5% of their pensionable earnings less CPP deductions. The Authority shall contribute such amounts which will at least be equal to the total member's contributions in respect of current service as may be required to provide the benefits under the Plan.

(b) Defined Contribution Plan

The Defined Contribution Plan covers employees who were hired subsequent to July 1, 1992. Employees covered by the Defined Contribution Plan are required

to contribute, by payroll deduction, 6% of their pensionable earnings. The Authority shall contribute an equal amount to the member's contributions.

36. TECHNOLOGICAL CHANGE

36.01

For greater certainty, the parties agree that they shall be governed by the definition of technological change in the **Canada Labour Code**.

36.02

Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.

36.03

The notice referred to in **Article 36.02** shall be in writing and shall state:

- (a) The nature of the technological change;
- (b) The date on which the Employer proposes to effect the technological change;
- (c) The approximate number and classification of employees likely to be affected by the technological change; and,
- (d) The effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

36.04

Once the Employer has given the Alliance the notice described in **Article 36.02**, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

- (a) A detailed description of the nature of the proposed technological change;

- (b) The names of those employees who will initially be likely to be affected by the proposed technological change; and,
- (c) The rationale for the change.

36.05

During the notice period described in **Article 36.02**, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to effect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

36.06

Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in **Article 36.02**, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

37. PROFESSIONAL MEMBERSHIP FEES**37.01**

The Employer shall reimburse an employee for the payment of membership or registration fees to a professional organization or governing body when membership or registration is required by the Employer.

38. JOINT CONSULTATION**38.01**

The parties acknowledge the mutual benefits to be derived from joint consultation and agree that the Guidelines for Union-Management Consultation between the Authority and UCTE dated March 3, 1993 will form part of this Agreement.

39. BARGAINING UNIT WORK

39.01

Duties normally performed by employees within the bargaining unit will not be performed by excluded supervisory staff if it results in a lay-off or reduction in hours of work of bargaining unit employees.

39.02

Unless otherwise agreed, the use of volunteers shall not be expanded beyond the type of roles for which the volunteers were utilised in June, 1993 to include work which normally has been performed by bargaining unit personnel. Nor shall the use of volunteers result in a lay-off or reduction in hours of work of bargaining unit employees.

40. APPRENTICESHIP**40.01**

An employee selected to participate in an apprenticeship program who is already employed by the Authority shall not have his/her pay reduced while in the program. The employee shall receive the greater of his/her current rate of pay or the appropriate equivalent percentage of the journeyperson's rate of pay as established by the Apprenticeship Act. The Employer will supplement any training allowance or UIC benefit to 95% of the apprentice's base salary and will ensure no loss of benefits (including health and pension) while attending school.

40.02

If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, he or she may be demoted or voluntarily agree to return to his/her former position.

40.03

An employee enrolled in the apprenticeship program training school shall not be entitled to premium payments (including overtime, call-back, reporting pay, or shift premiums).

40.04 Dual Ticketing

Effective July 1, 1998 the dual ticket rate of pay shall be provided to employees who in addition to their current position have obtained a second ticket in the following area:

Current Position	Second Ticket
Millwright	Electrical
	Electronics Certification
Plumber	Millwright
	Electrical
	Electronics Certification
	Class 3 Stationary Engineering
HVAC	Electrical
	Plumber
Carpenter	Millwright
	Electrician
Heavy Duty Mechanic	Automotive Mechanic
Automotive Mechanic	Heavy Duty Mechanic

An employee shall be entitled to the dual ticket rate of pay for a ticket in addition to the ones identified above provided that the Employer deems it of value to the organization.

Effective July 1, 1998 the dual ticket rate of pay will be provided to employees enrolled in a second apprenticeship.

Effective July 1, 1998 an employee shall be entitled to the dual ticketing rate of pay if he or she applies to the departmental manager for entry into the second trade (as outlined above). Such rate shall continue provided the employee makes an earnest effort to obtain the second apprenticeship, including any prerequisites. Failure to successfully complete the apprenticeship program shall not disqualify the employee from the dual ticket rate of pay provided that the employee has made an earnest effort.

40.05 Grandfather Provision

Notwithstanding the above (Paragraph 40.04), the Employer, at its discretion, may grant the dual ticket rate of pay to employees, employed as of July 1, 1997, who are within five (5) years of retirement (age 60) and have requested a second apprenticeship. The Employer shall exercise its discretion in a reasonable manner.

41. POSITION CLASSIFICATION

41.01

The Employer and the Union jointly developed and implemented the current classification system, ensuring it complies with all relevant legislation. Unless otherwise agreed, this system will be continued.

41.02

When the Employer establishes a new position or reclassifies an incumbent's existing position, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with the management personnel involved. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure.

41.03

Upon hiring or by written request, an employee shall be provided with the current Job Information Questionnaire completed for his or her position, including the salary band and current pay, and an organization chart depicting the positions' place in the organization. Such information shall not be included in, nor form part of, the collective agreement.

The Employer will also provide the Union with copies of the current Job Information Questionnaires completed as part of the Job Evaluation process. The Union will also be provided with future Questionnaires that are completed.

42. SNOW REMOVAL AUGMENTATION

42.01

To augment the Authority snow removal capability, the Employer may post Airfield Operations Specialist (AOS) training opportunities for interested employees (including former Airfield Operations Specialists). Such training will be limited to snow removal.

Where practicable, the Employer may utilize such qualified employees during major snow removal operations to supplement the regular AOS workforce. Such employees shall be paid the AOS rate or the rate of their current classification, whichever is greater, for all regular hours worked during snow removal and training. In the event such employees work overtime in the AOS classification, they shall be paid the applicable overtime rate of the AOS classification for all hours worked pursuant to Article 28. The Employer shall endeavour to allocate overtime opportunities on an equitable basis among qualified employees. All classified AOS employees will, where practicable, be given first opportunity to perform the work. The intent of this Article is not to deny any employee classified as an AOS in Airfield Facilities reasonable overtime opportunities.

43. CONTRACTING OUT**43.01**

No employee of the Authority hired prior to the date of signing of this Collective Agreement shall be subject to lay-off or have his/her hours of work reduced as a result of the Employer subcontracting bargaining unit work. Any such employee whose position has been displaced by subcontracting will receive priority reassignment for vacant positions and be paid in accordance with **Article 18**.

44. AGREEMENT REOPENER**44.01**

This Agreement may be amended by mutual consent.

45. DURATION

45.01

The provisions of this Agreement will expire on *December 31, 2008*.

“APPENDIX A”
AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES

GENERAL:

A part-time employee is entitled to the same benefits as full-time employees except as modified herein:

1. Statutory Holidays: 4.25% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.

2. Vacation & Sick Leave Entitlement: Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full-time employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.

3. Severance Pay: Where the period of employment consists of any period of part-time employment the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.

4. FRR Entitlement: Prorated in the same proportion as the average weekly hours of work over the previous 12 months as compared with the normal weekly hours of work specified of full-time employees.

Leave will be provided during those periods in which part-time employees are scheduled to work.

5. Bereavement/Adoption
Paternity/Care &
Nurturing Leave: Shall not be prorated.
6. Call-Back: The minimum payment shall be four (4) hours pay at the straight-time rate.
7. Reporting Pay: The minimum payment shall be four (4) hours pay at the straight-time rate.
8. Medical/Dental: The insurance coverage for Medical and Dental shall not be prorated.
9. Pension: Per pension document.
10. Life/LTD: Based on % of earnings (must regularly work 20 hours per week to qualify).
11. Maternity Leave: The length of leave shall not be prorated; the SUB Plan will be prorated in the same proportion to the average hours worked over the previous 6 months.
12. Pay Increments: Part-time employees are entitled to the same pay increment schedule as full-time employees.

**“APPENDIX B”
CLOTHING POLICY**

1. GENERAL

For the health and safety of employees and the public image of the Authority, the following uniforms and protective clothing will be provided on an individual basis to those employees who are required to wear them on duty.

2. CLOTHING PROVIDED

(a) Duty Managers

Women	Initial Issue	Replacement Cycle
Blazer	2	1 at beginning of year 3 and 1 at every year thereafter
Pants/skirts	4	1 every year
Shirts	5	5 per year
Bows	2	as required
Men		
Blazer	2	1 at beginning of year 3 and 1 at every year thereafter
Pants	4	1 every year
Shirts	5	5 per year
Ties	2	As required

In addition to the above, Terminal Duty Managers shall also be supplied with vests.

The date of initial issue will be July 1, 1993 or upon entry into the classification. Replacement cycles will be from date of initial issue.

Alterations required after initial fitting are the responsibility of the individual.

Identification crests shall be supplied and affixed and dry cleaning services shall be provided by the Authority at no cost to the employee.

Please note that the Clothing Committee will review the Terminal Duty Manager and Airside Duty Manager clothing requirements and make recommendations to the Union Management Consultation Committee. This is to reflect that Duty Managers are two distinct roles.

(b) Airfield Operations Specialists, Vehicle Mechanics, Skilled Trades, Signmakers

(i)

Group	Initial Issue	Replacement Cycle
Airfield Operations Specialists		
Coveralls	3	1 every year
Shirts	7	2 every year
Pants	7	2 every year
Summer Jacket	1	1 every 2 years
Vehicle Mechanics		
Coveralls	8	2 every year (or as required)
Shirts	7	2 every year
Pants	7	2 every year
Summer Jacket	1	1 every 3 years
Skilled Trades		
Coveralls	5	2 every year
Shirts	7	2 every year
Pants	7	2 every year
Summer Jacket	1	1 every 3 years
Signmakers		
Coveralls	2	1 every year
Shirts	7	2 every year
Pants	7	2 every year
Summer Jacket	1	1 every 3 years

(ii) rain wear (hats, coats, pants, and boots) will be provided as required.

The Authority will provide laundry services at no cost to the employee and replace items as wear and tear requires.

(c) Storekeeper and Mail Delivery Clerk

The Authority shall provide the Storekeeper and Mail Delivery Clerk with uniforms. The Storekeeper shall also be provided with safety boots.

(d) Outer Wear

The Authority will supply one (1) parka or bomber jacket every three (3) years to employees who work outdoors on a regular basis. Duty Managers will be provided with a parka or raincoat every three (3) years. Duty Managers will be initially issued both a parka and a raincoat. Parkas, bomber jackets, and raincoats will be cleaned annually, or as needed, by the Authority at no cost to the employee.

3. SAFETY FOOTWEAR

The Authority shall provide employees who are required to wear safety footwear (Airfield Operations Specialists / Skilled Trades / Signmakers) with suitable safety footwear every two (2) years, or earlier if replacement is needed due to damage. All footwear will comply with W.C.B. standards.

The Authority shall also provide Terminal Duty Managers and Airside Duty Managers with a shoe allowance every two (2) years.

4. CLOTHING COMMITTEE

A Committee to be composed of Management and Union representatives will meet annually to review the Authority clothing policies and recommend changes.

Management and Union will each select three members. Minutes will be recorded and kept on file. Copies of minutes will be posted for the information of employees.

5. SUNGLASSES

The Authority will continue the practice of providing sunglasses for Airfield Operations Specialists, Airside Duty Managers, Skilled Trades who work airside, and AVOP/Airside Coordinators.

The Clothing Committee will make recommendations to the JOSH Committee regarding standards for sunglasses.

**“APPENDIX C”
ANNUAL SALARY SCHEDULES**

Effective January 1, 2005

Bands		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5 hour week	26,171	27,611	29,131	30,732	32,422	34,206
2	37.5 hour week	29,661	31,293	33,014	34,830	36,745	38,766
3	37.5 hour week	33,151	34,975	36,898	38,927	41,068	43,327
4	37.5 hour week	35,507	37,459	39,520	41,693	43,986	46,405
	40 hour week	37,874	39,957	42,154	44,473	46,919	49,499
5	37.5 hour week	38,088	40,184	42,393	44,725	47,185	49,781
	40 hour week	40,628	42,863	45,220	47,707	50,332	53,100
6	37.5 hour week	42,433	44,767	47,229	49,826	52,568	55,459
	40 hour week	45,263	47,752	50,378	53,149	56,072	59,156
7	37.5 hour week	44,928	47,400	50,006	52,757	55,658	58,720
	40 hour week	47,924	50,560	53,341	56,275	59,369	62,634
8	37.5 hour week	50,494	53,271	56,201	59,293	62,554	65,995
	40 hour week	53,860	56,823	59,948	63,245	66,724	70,393
9	37.5 hour week	54,857	57,873	61,057	64,415	67,957	71,696
10	37.5 hour week	57,143	60,285	63,600	67,098	70,790	74,682
11	37.5 hour week	60,893	64,242	67,776	71,503	75,436	79,584

Effective January 1, 2006

Bands		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5 hour week	26,956	28,440	30,004	31,654	33,395	35,232
2	37.5 hour week	30,551	32,232	34,004	35,875	37,848	39,929
3	37.5 hour week	34,146	36,024	38,005	40,095	42,300	44,627
4	37.5 hour week	36,572	38,583	40,705	42,944	45,306	47,797
	40 hour week	39,010	41,155	43,419	45,807	48,327	50,984
5	37.5 hour week	39,231	41,389	43,665	46,067	48,600	51,274
	40 hour week	41,847	44,149	46,577	49,138	51,842	54,693
6	37.5 hour week	43,706	46,110	48,646	51,321	54,145	57,122
	40 hour week	46,621	49,184	51,889	54,743	57,754	60,931
7	37.5 hour week	46,276	48,822	51,507	54,340	57,328	60,481
	40 hour week	49,361	52,077	54,941	57,963	61,150	64,513
8	37.5 hour week	52,009	54,870	57,887	61,072	64,430	67,974
	40 hour week	55,475	58,528	61,747	65,142	68,726	72,505
9	37.5 hour week	56,503	59,610	62,889	66,348	69,996	73,847
10	37.5 hour week	58,857	62,094	65,508	69,111	72,913	76,923
11	37.5 hour week	62,720	66,170	69,809	73,648	77,699	81,972

Effective January 1, 2007

Bands		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5 hour week	27,765	29,293	30,905	32,604	34,397	36,289
2	37.5 hour week	31,468	33,199	35,025	36,951	38,983	41,127
3	37.5 hour week	35,170	37,105	39,145	41,298	43,569	45,966
4	37.5 hour week	37,669	39,741	41,926	44,232	46,665	49,231
	40 hour week	40,180	42,390	44,721	47,181	49,777	52,514
5	37.5 hour week	40,408	42,631	44,975	47,449	50,058	52,812
	40 hour week	43,102	45,473	47,974	50,613	53,397	56,334
6	37.5 hour week	45,018	47,494	50,106	52,861	55,770	58,836
	40 hour week	48,019	50,660	53,446	56,386	59,487	62,759
7	37.5 hour week	47,665	50,287	53,052	55,970	59,048	62,296
	40 hour week	50,842	53,639	56,589	59,702	62,985	66,448
8	37.5 hour week	53,569	56,516	59,623	62,904	66,363	70,014
	40 hour week	57,140	60,283	63,599	67,096	70,788	74,680
9	37.5 hour week	58,198	61,398	64,776	68,338	72,096	76,062
10	37.5 hour week	60,623	63,957	67,474	71,185	75,101	79,230
11	37.5 hour week	64,602	68,155	71,903	75,858	80,030	84,431

Effective January 1, 2008

Bands		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5 hour week	28,598	30,172	31,832	33,582	35,429	37,377
2	37.5 hour week	32,412	34,195	36,075	38,059	40,153	42,361
3	37.5 hour week	36,225	38,218	40,319	42,537	44,876	47,345
4	37.5 hour week	38,799	40,933	43,184	45,559	48,065	50,708
	40 hour week	41,386	43,662	46,063	48,597	51,270	54,089
5	37.5 hour week	41,620	43,910	46,324	48,872	51,560	54,397
	40 hour week	44,395	46,837	49,413	52,131	54,999	58,024
6	37.5 hour week	46,368	48,918	51,609	54,447	57,443	60,601
	40 hour week	49,460	52,180	55,049	58,077	61,271	64,641
7	37.5 hour week	49,094	51,795	54,643	57,649	60,819	64,165
	40 hour week	52,367	55,248	58,287	61,493	64,874	68,441
8	37.5 hour week	55,176	58,211	61,412	64,791	68,354	72,114
	40 hour week	58,854	62,092	65,507	69,109	72,912	76,920
9	37.5 hour week	59,944	63,240	66,719	70,388	74,259	78,344
10	37.5 hour week	62,441	65,875	69,498	73,320	77,354	81,607
11	37.5 hour week	66,540	70,199	74,060	78,134	82,431	86,964

Letter Of Understanding

RE: Payroll Process Committee

March 11, 2005

The parties agree to form a joint Union-Management Committee to make recommendations on the following:

- a) Payroll reconciliation process
- b) Timesheets options
- c) Pay period cycle

This Committee will be established within one (1) month of ratification of this collective agreement and consist of three (3) representatives from the Employer and three (3) employees appointed from the Local Union. The Committee will present their recommendations to the joint UMC Committee and shall endeavour to have their recommendations finalized within four (4) months. The Employer will grant leave with pay to the employees appointed by the Local Union during their regular scheduled work hours for the purpose of attending Committee meetings.

Letter of Understanding

RE: Performance Review Process

January 1, 2005

Both the Employer and the Alliance recognize the need for employees to have ongoing performance feedback, discussions about their career ambitions, and career development plans.

During negotiations, the parties discussed issues with the current process called Checkpoint. To address these issues a joint Union-Management Committee will be formed within one (1) month of signing of the Collective Agreement. The Committee will make recommendations for a new performance review process.

Both the Employer and the Union request that the committee consider the following principles for this new annual process.

- Both the supervisor and the employee will prepare in advance by completing the performance review form prior to the meeting.
- The performance review form will be signed off by the Departmental Director after the employee and his or her supervisor have signed off. The purpose of the Director sign off is to ensure that he or she is aware of the career ambitions of their staff.
- The sign off is merely an indication that the form accurately reflects the conversation.
- After sign-off, the performance reviews will be kept in each employee's file in Human Resources.
- Employees are accountable and responsible for their own career development.
- Managers are responsible for providing straight feedback regarding performance.

This Letter of Understanding is to promote the intent and spirit of the performance review process.

Letter of Understanding

RE: Airport Operations Consultation Committees

February 25, 2005

The parties recognize that there is a need for improved communications between managers and employees in Airport Operations. The purpose of these committees is to engage in an open and meaningful dialogue, to dispel rumours, and to raise the awareness and resolve issues of importance to both parties. All committee members share equal responsibility for resolving issues. It is expected that employees will discuss issues at this committee prior to the issues being raised at the Union Management Committee.

The parties agree to form two employee-management committees: the Aviation Operations Committee and the Operations Committee. These Committees shall meet monthly, or as mutually agreed to by committee members. Committee meetings shall be co-chaired by a manager and an employee representative. Meeting minutes shall be the responsibility of management and will be distributed to all department employees. The composition of each committee shall be as follows:

Aviation Operations Committee

- Department Director
- Department Managers
- One representative for each AOERS Crew to be nominated by their Crew. In the event that all representatives are either AOS or AOERS, a fifth employee will be nominated from the non-represented group
- One representative from the combined Airside Coordination and Airside Vehicle Operations employees to be nominated by these employees

Operations Committee

- Department Director
- Department Managers
- One representative from each functional group to be nominated by their peers
- One representative from the combined Customer Service, Security and Emergency Planning employees to be nominated by these employees

The Local Union President, or designate, shall have an open invitation to attend the committee meetings.

Committee members shall receive straight time-off in lieu for time spent attending committee meetings.

Letter of Understanding

RE: Personal Harassment and Attendance Support Program

June 1, 2005

During collective bargaining the Union Bargaining Committee expressed “significant concerns regarding harassment in the workplace” and additionally that the Attendance Support Program was also a concern.

To address these concerns, the Airport Authority proposes the following:

- Within a month of ratification, to form a joint Union-Management Committee, consisting of six employees: three (3) chosen by the Employer; and three (3) chosen by the Local Union; assisted by a mutually agreed upon external consultant. The Employer will grant leave with pay to the employees appointed by the Local Union during their regular scheduled work hours for the purpose of attending Committee meetings.
- The Committee will investigate and provide a written report to the Union Management Consultation Committee (UMC) within 90 days of formation. The report will be made available to all Airport Authority employees and will include:
 - An assessment of the extent to which harassment and attendance issues are workplace concerns; and
 - Recommendations on initiatives to prevent any harassment in the workplace; the process for handling instances of harassment, and, as required training to ensure consistent handling of these issues; and
 - Recommendations on revisions to the practices and procedures of an attendance program.
- This process assumes full Union involvement in the investigation and development of both programs.

Letter of Understanding

RE: Staffing Procedure

June 1, 2005

During contact negotiations, the Union Bargaining Committee expressed concerns regarding the Airport Authority staffing procedure. Their concerns were the transparency of the process and equal development opportunities for employees.

To address the transparency and opportunity issues, the Airport Authority agrees to notify and consult with the Union Executive prior to any lateral transfer of employees within the company. The Company will also maintain a record of all such lateral transfers and will make this available to the Union Executive and any employee that may request it.

In the event of a temporary assignment (of 6 months or less) that is not posted, the Airport Authority agrees to notify and consult with the Union Executive and explain the rationale prior to the assignment occurring. The Company will also maintain a record of all such assignments and will make this available to the Union Executive and any employee that may request it.

Letter of Understanding

RE: Medicals for a Class 3 Driver's License

June 1, 2005

- When the Employer requires the employee to hold a Class 3 (or higher) driver's license, the Employer shall pay the medical examination costs required for the license. The costs will not exceed the BCMA Fee Schedule.

Letter of Understanding

RE: Job Sharing

June 1, 2005

- The parties agree to form a committee to discuss the concept of job sharing at the Airport Authority.

Letter of Understanding

RE: Dual Ticket Program

June 1, 2005

- During negotiations the parties discussed the Dual Ticketing Program in Maintenance. Both the Employer and the Union agree that the Trades Committee will make recommendations to pilot an Electronic Technician Program (following authorization from the Bargaining Agent - PSAC).

Letter of Understanding

RE: Straight Talk

From a previous set of contract negotiations dated July 4, 2001

During contract negotiations, the parties talked about the concept of “straight talk” and the ability of employees to air complaints or concerns. Both parties intend to create a culture where employees will express their concerns to their managers and managers, in turn, will create a clearing for hearing and resolving complaints.


The parties also request that every manager ask their employees, during the Checkpoint process, for feedback on how they are doing at creating such a clearing. This open two way dialogue is a critical step in supporting a culture of straight talk.

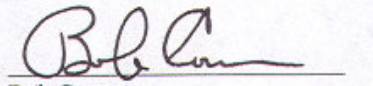
SIGNING PAGE


September 9, 2005

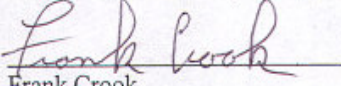
In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as to the date and year written above.

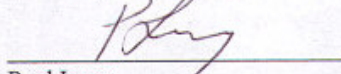
For Vancouver International Airport Authority



Michele Mawhinney
Vice President Human Resources



Bob Cowan
Senior Vice President, Engineering


Tony Gugliotta
Senior Vice President, Finance & CFO



Frank Crook
Director, Maintenance

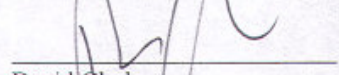

Paul Levy
Director, Operations

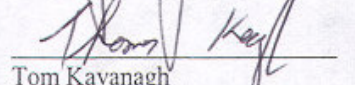

Brett Patterson
Director, Airfield Operations


John Beckett
Manager, Safety and Training

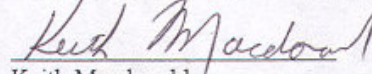
For the Public Service Alliance of Canada



Patty Ducharme
Regional Executive Vice-President, BC
Public Service Alliance of Canada

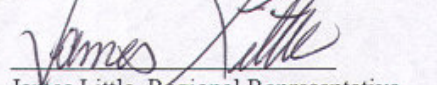

David Clark
President, Local 20221

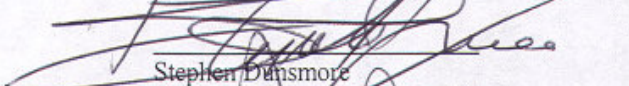

Tom Kavanagh
Chief Shop Steward, Local 20221

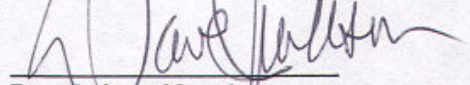

Bryce Danyluk
Membership Director, Local 20221


Keith Macdonald
Local 20221


Deborah Procter
Local 20221


James Little, Regional Representative
Public Service Alliance of Canada


Stephen Dunsmore
Regional Vice-President Pacific
Union of Canadian Transportation Employees


Dave Jackson, Negotiator
Public Service Alliance of Canada