# **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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# GENERAL AGREEMENT

#### **PURPOSE & SCOPE** 1.

# 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 condi-tions of employment upon which agreement has been reached through collective bargaining.

# MANAGEMENT RIGHTS

# 2. 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. 3.01 RECOGNITION

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 Boarddated 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 loattend meetings called by management. Such permissionshall not he unreasonably withheld. Where practicable, the representative shell 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 lime shall investigate any single incident.

# 4.03

The Employer will grant leave with pay to three (3) employees during regular working hours for purposesofattending contract negotiation meetings on behalf of the Alliance until the expiry date of the current collective agreement.

#### 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 Alllance, 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 wasassigned 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 new employees at the time of their orientation, fifteen (15) minutes to meet with a representative designated by the Union.

# 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 inter. ests 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.

### 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 membersofthe Union.

# 6.02

Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amountequal 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 subsequentsalary.

#### 6.03

The Alliance shall inform the Employer in writing of the authorized 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 calendarmonthwill start with the first full calendar 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 membershipdues and/or other monies deducted by the Employer from the pay of employees in the bargainingunit.

# 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. 7.01 INFORMATION

The Employershall provide the Local, within a period of fifteen (15) days, with the names, classification and work location of newly appointed employees.

# 7.02

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

# 7.03

The Employer agrees to provide the President of the Local Union of the Alliance with a copy of the Authority organization chart and 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. 8.01 STRIKES AND LOCKOUTS

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 workassignment is to assist the tenant in the labour dispute.

# 9. NO DISCRIMINATION

- 9.01
- (a) The Employer acknowledges and affirms its obligations under the Canadlan Human Rlghts 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 Canadían 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 respectof 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 harassmentis 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 beexpected to cause offense 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 procedurean employee may seek assistanceand/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 employer?may contact a Human ResourceRepresentative 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 arbitrution.
- Grievances under this Article will be handled with all possible confidentiality and dispatch by (¢) the Allianceand 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.

- New Year's Day, (a)
- Good Friday, Easter Monday, (b) (c)
- Victoria Day, (d) (e) (f) (g) (h)
- Canada Day,
- B.C. Day.
- Labour Day,
- Thanksgiving Day, (i) Remembrance Day.
- (j) Christmas Dav.
- (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

When a day designated as a holiday underclause 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.

When two (2) daysdesignatedas 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 workingdays following the days of rest.

### 11.04

When a day designated as a holiday for an employee is moved to another day under the provisions of clause 11.03, work performed by an employeeon the day from which the holiday was moved shall be considered as worked performed on a day of rest.

### 11.05

Whereaday 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.

#### 11.06

An employee who works on a holiday shall be paid:

- (a) time and one-half (1 112) 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-timerateofpay) at a later day in lieu of the holiday,

and

 (ii) pay at one and one-half (1 112) 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 hoursworked on the holiday in excess of the regulardaily scheduledhours of work.
- (c) (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (ii) 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.
  - (iii) The straight-time rate of pay referred to in clause 11.06(c)(ii) shall be the rate in effect when the lieu day was earned.

# 11.07

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 clause **11.06** or **Article 29** Call-Back Pay, which ever is applicable.

# 11.08

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 mployee), child (including child of common-law spouse), stepchildor ward of the employee, grandchild, father-in-law, mother-in-law. and relative permanently residing in the employee shousehold 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 four (4) 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, ut the Bmployer's discretion, be grunted up to three (3)days travel leave with pay to attend the funeral where distances so warrant.
- (c) An employee is entitled to one (I) day's bereavement leave in the event of the death of his or her grand-parent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (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. begranted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and not to exceed fifty two (52) weeks in total subsequent to the termination 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 thechild'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 compensatoryleave credits up to and beyond the date that the pregnancy terminates.
- (iv) A pregnant employeemay beeligible for sick leavebenefits under ArtIcle 13, prior to commencingmaternity 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 absenceunless 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 Unemployment Insurance benefits shall be paidu 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 leaveallowance.
- (d) Maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
  - where an employee is subject to a waiting period of two (2) weeks before receiving unemploymentinsurance maternity benefits, an allowance of ninety-three percent (93%)
     cf her weekly rate of pay for each week of the two-week waiting period less any other monies earnedduring this period; and/or
  - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay, less any other monies earnedduring the period which may result in a decrease in UI benefits to which the employee would otherwise have been eligible.
  - (iii) where an employee becomeseligible for a pay incrementor an economic adjustment during the benefit period, payments underclause 12.02(d)(l) or (ii) shall be adjusted accordingly.
  - (iv) employeesshall 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 guaranteedannual remunerationor in respect of deferred remuneration or severancepay benefits are not reduced or increased by payments under the plan.

# 12.03 Paternity Leave and Adoption Leave Without Pay

A male employee who intends to request paternity or an employee who intends to request adoption leave, shall notify the Employer at least fifteen (15) weeks in advance of the expected date of birth or as soon as the application for adoption has been approved, and shall request such leave four (4) weeks prior to the date of commencement unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sconer than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.

#### 12.04

Unpaid paternity leave and maternity leave utilized by an employee-couple subsequent to the birth of their child, or unpaid adoption leave utilized by an employee-couple inconjunction with the adoption of a child, shall not exceed a total of fifty-two (52) weeks for both employees combined.

#### 12.05

Maternity leave, paternity leave and adoption leaveshall becounted 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 becounted for pay Increment purposes and for earning vacation leave credits under this Agreement.

#### 12.06

During any period of maternity, paternity, or adoption 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. paternity. or adoption 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

Anemployee who takes leave for maternity, paternity, or adoption purposes, upon written request, shall be informed by the Employer in writing of every posted promotional **or** training opportunities which arises during such leave and for which the employee is qualified.

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) leaveshall 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 isqualified. An employee who accepts a lower position shall be provided theopportunity 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, theemployment of 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 (I) 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-parentsor 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 two (2) consecutive 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 birthortotheadoption 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 getling 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 witnessexcept where the employee is a principal or is called as a witness on his orher own behalf.

# 12.12 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for a reasonable period when a Workers' 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 Workers' 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 Workers'Compensation Board to directly compensate theemployee.

- 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 begranted 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 parties agree to develop a deferred salary plan for career development leave consistent with the provisions of the Income TaxAct and other leave provisions of the Collective Agreement.

The plan shall:

- (i) beeffective within six (6) months of the signing of this Agreement,
- (ii) be available to employees having two (2) years of service,
- (iii) besubject tooperational requirements, and
- (iv) form part of the Agreement.

#### 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 or her immediate supervisor and noemployee shall be entitled to benefits for time previous to such notification, unless delay is shown lo 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 futuremay 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.

# 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 lo the date of layoff.

#### 14.03

A joint Union-Managementcommittee **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 layoffs, the Employer will consider offering employees voluntary severance in accordance with clause 14.13, if

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

#### 14.05

- (a) Employees subject to layoff 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 payoutlined below; or
- (c) displacing an employee with less service in any equivalent or lowerrated 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 toexceed 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 jobormay 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 threemonth training period referred to in this Article shall be extended up toone (1) additional month where circumstances warrant.

#### 14.07

Employees whoaredisplaced will becomesubject 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 ifqualified surplusemployees or laid eff personscan 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. Employ. ees 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 layoff shall be given **a** preference for appointment to tiny 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) alendar 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) weeks 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 (ax 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) abandonshis or her position by failing to report for duty for five (5) consecutive daysunless 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 or D.

# 18.02

Uponinitial appointment. an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

# 18.03

- (a) An employee appointed or reclassified to a higher rated position shall be paid at thestepin the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.
- (b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

#### 18.04

An employee appointed or reclassified to a position rated the same as his or her prior position shall receive at least the same incremental rate in his or her new position. If there is no such incremental rate the employee shall receive the next higher incremental rate.

#### 18.05

- (a) Anemployee whose position is reclassified downward and who has yet tobeoffered 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 theemployeehas the requisite skills and abilities shall continue to receive the same rate of pay. The employee shall receive incrementalrate 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 hercurrent position. Such an employees hall receive the lesserof 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 holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is one(1) year from the anniversary date in the position, except for the periods between the first four (4) steps of the CS classification which are six (6) months.

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

- (b) An employeeappointed 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 incrementfrom an employee if the employee is not performing the duites 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.

An employee denied a pay incrementshall 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 incrementshall be paid to the employee on the first pay period following the review. In the event of an unsatisfactoryreview 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 un-changed.

(d) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for u 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 anon-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 employeeto a position outside the bargaining unit on an acting basisfor a period of up to one () year, during which time the employeemay be returned by the Employer to his or herformer position at the rate of payto which he or she would have otherwise been entitled within the bargainingunit. Theacting appointment may be extended beyondone (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 higher rated classification level in an **acting capacity** and performs those duties for at least two (2) consecutive days for the GL and GS classification and five (5) consecutivedays for all other classifications (including designated holidays), the employee shall be paid acting pay calculated from the date on which

he or she commenced to act. 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 layoff 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 employeeshall 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:

- (a) A day of rest, time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of eight (8) hours pay.
- (b) A designated holiday, time spent in travel shall be considered time worked, and shall be paid ut overtimerates to a maximum of eight (8) hours straight time pay.
- (c) A normal working day on which the employee travels but does not work, the employee will receive his or her regularpay for the day.
- (d) A normal working day in which the employee works and travels, the employee will be paid
  - (i) his or her regular pay for the day

#### and

(ii) pay for travel outside of the normal hours of work to a maximum of two (2) 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

businessincludingmcals, commercial accommodations, and mileage (32cents per kilometre) for upproveduse 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

The Employer shall notify the local President of the Alliance that such suspension, or discharge, has occurred, preferably at the time but in any case no later than forty-eight (48) hours after the suspension or discharge.

#### 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 tiny disciplinary report placed on the employee's file.

The Employer will initiate any disciplinary investigation no later than fifteen (**b**) days after the incident comes to the Employer's attention and shall advise the local President that such investigation has commenced.

#### 20.04

Any document or written statement related todisciplinary 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.

# 21. EMPLOYEE PERFORMANCE REVIEW 21.01

The purpose of an employee performance review is to discuss with the employee his or her performance *in* relation to the duties required in **his or her** position. The review is intended to be developmental innature and will included iscussion of strengths and opportunity areas for improved performance. Should the employee not meet the standards of performance expected of him or her, these standards willbed iscussed 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 managementbasis, 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 lotheemployees at that time. An employee's signature on his or 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

Anemployee has the right to make writtencomments to beattached to the performance review form.

# 22. HEALTH AND SAFETY

- 22.01
- (a) The Employer has the primary responsibility forensuring that safeconditions 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-ManagementHealth and Safety Committee.
- (c) The Employerand 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.
- (d) When a pregnant employee expresses concern about the possible illeffects of her work or work location upon her health or the health of her unborn 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.

#### 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.

# 23. STAFFING PROCEDURE 23.01

The Employer shall post all permanent vacancies. including newly created positions.in the bargainingunit.

# 23.02

The postings shall be for a minimum of ten (10) 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 Employermay consideran 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 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 successfulcandidate will be posted.

### 23.06

The selection committee shall interview all candidates in the bargaining unit who meet the posted requirements for the position.

#### 23.07

The vacancy shall be filled on a comparison of the candidates 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, orre-post the position.

#### 23,11

Forcertain 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 periodexceeding 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 a 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 personemployed 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 the employees, their representative and department supervisors 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 i 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 awareofthematter giving rise **to the** difference, the employee will first try and resolve the difference by speaking with his or her immediate Superintendent. The Superintendent will respond verbally to the issue within ten (10) days of themeeting 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 Superintendent 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.

Stage2 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 to the Area Manager, including the redress requested. Within ten (10) days of the receipt of the grievance. the Area Manager shall give written response delivered confidentially only to the employee and the Union representative and Human Resources representative.

# 24.03

If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within twenty (20)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  $\alpha$  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  $\alpha$  sexual harassment. shall be processed at Stage 2. Only the V,P, Human Resources, may submit a grievance on behalf of the Employer. Grievances involving the Union shall be responded to within ten (10)days.

#### 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 I or Stage 2, the Superintendent or Area Manager may be assisted by a Human Resources representative.

#### 24.07

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.

### 25, 25.01 ARBITRATION

The parties agree that a single arbitrator shall be used as provided for in the Canada tabour 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 for with 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 arbitratordeems 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.

#### EMPLOYEE STATUS 26.

# 26.01 Probationary Employees

Any employee entering service with the Authority shall be a probationary employee for a period of six (6) months. Except whereotherwise 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 valuation completed in accordance with Article 21 at approximately the mid-point of the probationary period (or sconer if warranted), and at its conclusion. Upon successful completion of the probationary period an employ. ee's seniority shall be established from first day of employment.

# 26.02 Permanent Part Time Employees

A part-time employee is an employee whose normal hours of work are less than those established in the Hurs of Work Article 27. Part-time employees shall be 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 shall be entitled to the 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 employ-

ees unless otherwise agreed with the Alliance. Apart-time employee shall have the right to decline work beyond their regularly scheduled part-time hours.

# 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 indeterminateemployment 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 tor all employees. as follows:

# (a) Standard Schedule

(i) The standard schedule is work customarily performed between the hours of 7:00 am, and 6:00 pm. Monday to Friday inclusive.

(ii) The hours of work foremployees 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 for the GL and GS classifications and seven and one-half (71/2) consecutive hours per day and thirty-seven and one-half (37 112) hours per week for all other classifications.

# (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)(li)** and shall average the weekly hours over a maximum fifty-six (56) day cycle.

# 27.02 Scheduling

- (a) When arrangingshifts 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) nottoschedulethecommencementofashiftwithin twelve (12) hours of thecompletion of the employee's previous shift:
  - (ii) toavoidexcessive 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 workarea.
- (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 theschedule.

#### 27.04

The Employershall schedule hours of work for all employees. The Employershall, where practicable, arrange schedules which shall remain in effect for a period of not less than six (6) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. Shifts shall be allocated on an equitable basis amongstemployees governed by the same schedule.

#### 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 time and one-half (11/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

#### 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 tooperational 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 employeesbeing on the job for the full shift. In these operations. such employeeswill be paid for one-half (112)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 themid-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) minuteseach per full working day, inclusive of travel, for all employees. For employees whose shiftsextend beyond ten (IO) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

# 27.09 Days of Hest

Where an employee's scheduledshift 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 calender 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 paidholiday 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) Employeesmay, 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;
  - 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 periodnot to exceeds ix (6) months and becontinued 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)calender 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 overtimework.

#### 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' workinany 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 regularshift.
- (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 or 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 (0 work after the midpoint of the shift then the employee shall continue working at the overtime rates until the beginning of his or 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 clausedoes not apply toovertime 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 theovertime 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.

#### 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 the carry-over of up to a maximum of five (5) compensatory days earned subsequent to the previous pay out date.
- (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 overlime, immediately before the employ. ee's scheduledhours 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 seven dollars (\$7.00), 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 (I) additional meal in the amount of seven dollars (\$7,00) for each four (4) hour period of overtime worked thereafter, except where free meals are pro. vided or when the employee is being compensated on some other basis.

#### 28.08

Time spent by the employee reporting to work  $\mathbf{or}$  returning to the employee's residence shall not constitute time worked.

#### 28.09

Subject to payroll requirements, employees shall be paidovertimeearningson the first pay day subsequent to reponing the overtime.

## 29. CALL-BACK PAY

## 29.01

If an employee is called back to work on a designated holiday or reports lo 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

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. (b)

# 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 thirty-two (32) cents per kilometre. to a maximum of sixty (60) kilometres each way. This does not apply to regularly scheduledwork which falls on a designated holiday.

# 31. STANDBY 31.01

Where the Employer requires an employee to be available for standby during off-duly hours, the employee shall be entitled to a standby payment of ten dollars (\$10) for each eight (8) consecutive hours or portion thereof that he or she is on standby. The standby payment will be increased on July 1st of each year by the same percentage increase as the general wage adjustment.

#### 3102

An employee designated for standby duty 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 (\$1.00) 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 lo 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.

#### 32.02 Weekend Premlum

Employees shall receive an additional premium of seventy-five cents (\$.75) per hour for regularly scheduled straight time hours of work on a Saturday and/or Sunday.

#### 33. VACATION LEAVE

#### 33.01 General

Employees are entitled, twice annually (April I and October 1) to be informed of the balance of their vacation and compensatory credits.

#### 33.02

Unused leave with pay earned since July 1, 1992 and credited to an employee shall be retained by the employee in the event of transfer between bargaining units of the Alliance at the Authority.

#### 33.03 Vacation Year

The vacation year shall be from January 1st to December 31st. (The parties agree to jointly develop a plan to convert the vacation year to a calendar year basis prior to 1995.)

#### 33.04 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;

#### GENERAL BARGAINING UNIT

(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.

### 33.05 Vacation Entitlement

Provided that an employee has completedsix (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 lessor more than one-half (112) shift, the entitlement shall be increased to the nearest half (112) shift.

#### 33.06 Credits

An employee shall earn vacation leavecredits for each calendar month during which the employee receivespay for at least ten (10) days at the following rates:

- (a) one and one-quarter (1114) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs:
- (b) one and two-thirds (12/3) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;
- twoandone-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary of continuousservice occurs;
- (d) two and one-half (2 112) days commencing with the month in which the employee's thirtieth (30th) anniversaryof continuousservice occurs:

#### 33.07 Scheduling

- (a) Employees are expected to take all of their vacation leaveduring the vacation year in which it is earned.
- (b) Subject tooperational requirements:
  - (i) each employee shall be permitted on the basis of service (its defined in clause 33.04) within the employee's department, one (1) selection. to be made by March 1 st, of up to three (3) consecutive weeks of vacation. Following this selection and where practicable. the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacationbetween June 15 and September 15.
  - vacation leave not scheduledduring the Selection period identified in clause 33.07 (b)(i) will be granted in the orderreceived.

- (c) The administrative details pertaining to this procedure shall be established in consultation with the Union.
- (d) The Employer shall give the employee as much notice as is practicable when approving or denying vacation leave.
- (e) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not bedisplaced by a more senior employee.

33.08 Carry-Over

Where, in any vacation year, an employee has not been granted all of their credited vacation leave, the unused portion shall be carried over into the following vacation year. Carryover beyond one year shall be by mutual consent.

33.09 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) isgranted sick leave on production of a medical certificate,

the period of vacation sodisplaced 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.

#### 33.10

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.

33.11 Leave When Employment Terminates When an employee dies or otherwise ceases to be employed, he or she or his or 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: 90% of the premium of an extended health plan providing vision care to a maximum of \$200 per personevery twenty-four (24) months, and supplementarymedical 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;
  - 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;
  - (iii) S0% 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: 60% 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 havetransferred 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 **de**duction, 6% of their pensionable earnings. The Authority shall contribute anequal 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 (1 20) days prior to the date on which the technological change is to be affected.

#### 36.03

The notice referred to in clause 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 employmentor the security of employment of employees affected.

#### 36.04

Once the **Employer** has given the Alliance the notice described in clause **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 clause **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 employees's position is likely to be affected by a technological change prescribed in the notice referred to in clause **36.02**, the employee will be provided reasonable training in the position aschanged. 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 membershipor 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 ex-cluded supervisory staff if it results in a layoff 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 utilized in June, 1993 to include work which normally has been performed by bargaining unit personnel. Nor shall the use of volunteers result in a layofforreduction in hours of work of bargaining unit employees.

#### APPRENTICESHIP 40, 40.01

An employee selected to participate in an apprenticeship program who is already employed by the Authority shall not have his or her pay reduced while in the program. The employee shall receive the greater of his or 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 or her former position. For the purpose of this Article. an employee includes members of the Firefighters bargaining unit. In the case of a Firefighter, a return to his or her former position shall be without lossofservice.

#### 40.03

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

# 41. POSITION CLASSIFICATION 41.01

During the term of this Agreement the Employer and the Union will review the appropriateness of the

position classification system and its compliance with legislation. Unless otherwise ngreed, the present 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 lssue may be submitted to the Grievance and Arbitration Procedure.

#### 41.03

The Employer will develop and provide employees with current role descriptions, during 1994. Upon written request. an employee shall be provided with the most recent statement of duties and responsibilities of his or her position, including the classification level. Such information shall not **be** included in, nor form part of, the collective agreement.

# 42. MDO SNOW REMOVAL AUGMENTATION 42.01

42.01 To augment the Authority's snow removal capability, the Bmployer may post Machine Driver Operator (MDO) training opportunities for interested employees (Including former MDOs). 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 MDO workforce. Such employees shall be paid the MDO rate or the rate of their current classification, whichever is greater, for all regular hours workedduring snow removal and training. In the event such employees work overtime in the MDO classification. they shall be paid the applicable overtime rate of the MDO classification for all hours worked pursuant to Article 28. The Employer shall endeavour to allocate overtime opportunities on an equitable basis among qualified employees. Allclassified MDO 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 MDO in Airfield Facilities reasonable overtime opportunities.

# GENERAL BARGAINING UNIT



**43.** CONTRACTING OUT **43.01** 

Noemployee of the Authority hired prior to the date of signing of this Collective Agreement shall be subject to layoff or have his or 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 REOPENER44.01 This Agreement may be amended by mutual consent.

45. DURATION45.01 The provisions of this Agreement will expire on June 30, 1997.

### "APPENDIX A" AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES

### GENERAL:

Apart-time employee isentitled to the same benefits as full-time employees except as modified herein:  $4.25\%\,bi\mbox{-weekly}$  for all straight time hours worked in lieu of statutory holiday pay. 1. Statutory Holidays: 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. SeverancePay: Where the period of employment consists of any period of parttimeemployment thebenefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. Theequivalent full-time period in yeanshall be multiplied by the full-time week y rate of pay for the appropri-ate group and level to produce the severance pay benefit. Prorated in the same proportion as the average weekly hours of work over the previous I2 months as compared with the nor. 4. FRREntitlement: mal 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. Bereavement/Adoption Shall not be prorated. 5. Paternity/Care & NurturingLeave: 6. Call-Back: The minimum payment shall be four (4) hours pay at the straight-time rate. Medical/Dental: The insurance coverage for Medical and Dental shall not be 7. prorated. 8, Pension: Per pension document.

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9.	Life/LTD:	Bused on % of earnings (must regularly work 20 hours per week to qualify).
10.	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 previous6months.
П.	Pay Increments:	Part-time employees are entitled to the same pay increment scheduleas 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) Customer Information Representatives / Duty Managers

Women	Initial Issue	Replacement Cycle
blazer	2	I every 3 years
pants/skirts	4	I every year
shirts	6	3 per year
bows	2	as required
Men blazer pants shirts ties	2 4 6 2	I every 3 years I every year 3 per year as required

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.

- (b) MDOs / Mechanics/ Carpenters / Plumbers / Blectricians / Millwrights / HVACs / Painters/ Signmakers
- (i) Mechanics

Every 2 weeks: 11 coveralls I shirts

MDOs Electricians HVACs Carpenters Every 2 weeks: 11 shirts 1 pants 3 coveralls 3 jackets

#### GENERAL BARGAINING UNIT

Plumbers Millwrights Painters	<u>Every 2 weeks:</u> Il shirts 7 pants 6 coveralls 3 jackets
Signmakers	<u>Everv2 weeks:</u> 11 shirts 7 pants 3 jackets

(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) Outer Wear

The Authority will supply one (1) parka or bomberjacket every three (3) years to employees who work outdoors on a regularbasis. Duty Managers will be provided with a parka or raincoat every three (3) years. Duly Managers will be initially issued both a parka and a raincoat. **Parkas**. bomberjackets, 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 wearsafety footwear (MDOs / Mechanics / Carpenters / Plumbers / Electricians / Millwrights / HVACs / Painters / Signmakers) with suitable safety footwear every two (2) years, or earlier if replacement is neededdue to damage. All footwear will comply with W.C.B. standards.

4. CLOTHING COMMITTEE

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

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  ${\bf sunglasses}$  for MDOs, Duty Managers, and Electricians.

# "APPENDIX C" ANNUAL WAGE SCHEDULE

AS-1	STEP 1	STEP2	STEP 3	STEP4	STEP 5	STEP 6	STEP 7	STEP 8
JULY 1, 1993	33,070	34,379	35,688	36,991	38,295			
JULY 1, 1994	34,062	35,411	36,759	38,101	39,444			
JAN. 1, 1995	34,062	35,411	36,759	38,101	39,444	40,825		
JULY 1, 1995	34,744	36,119	37,494	38,863	40,233	41,641		
JAN. 1, 1996	34,744	36,119	37,494	38,863	40,233	41,641	43,099	
JULY 1, 1996	35,438	36,841	38,244	39,640	41,038	42,474	43,961	
JAN. 1, 1997	35,438	36,841	38,244	39,640	41,038	42,474	43,961	45.499
AS-4	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP 6	STEP 7	
JULY 1, 1993	42,363	43,958	45,546	47,142				
JULY 1, 1994	43,634	45,277	46,912	48,556				
JAN. 1, 1995	43,634	45,277	46,912	48,556	50,256			
JULY 1, 1995	44,506	46,183	47,850	49,527	51,261			
JAN. 1, 1996	44,506	46,183	47,850	49,527	51,261	53,055		
JULY 1, 1996	45,397	47,106	48,807	50,518	52,286	54,116		
JAN. 1, 1997	45,397	47,106	48,807	50,518	52,286	54,116	56,010	
CR-2	STEP 1	STEP2	STEP 3	STEP 4	STEP5	STEP 6	STEP 7	
JULY 1, 1993	21,754	22,349	22,934	23,521				
JULY 1, 1994	22,406	23,01 <del>9</del>	23,622	24,227				
JAN. 1, 1995	22,406	23,019	23,622	24,227	24,857			
JULY 1, 1995	22,854	23,480	24,094	24,711	25,354			
JAN. 1, 1996	22,854	23,480	24,094	24,711	25,354	26,013		
JULY 1, 1996	23,311	23,949	24,576	25,205	25,861	26,533		
JAN. 1, 1997	23,311	23,949	24,576	25,205	25,861	26,533	27,223	

CR-3	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP6	STEP7
JULY 1, 1993	25,759	26,523	27,289	28,056			
JULY 1, 1994	26,532	27,318	28,107	28,898			
JAN. 1, 1995	26,532	27,318	28,107	28,898	29,707		
JULY 1, 1995	27,063	27,865	28,670	29,476	30,301		
JAN. 1, 1996	27,063	27,865	28,670	29,476	30,301	31,150	
JULY 1, 1996	27,604	28,422	29,243	30,065	30,907	31,773	
JAN. 1, 1997	27,604	28,422	29,243	30,065	30,907	31,773	32,662
CR-4	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP6	STEP7
JULY 1, 1993	28,481	29,339	30,197	31,048			
JULY 1, 1994	29,335	30,219	31,102	31,980			
JAN. 1, 1995	29,335	30,219	31,102	31,980	32,875		
JULY 1, 1995	29,922	30,823	31,724	32,619	33,533		
JAN. 1, 1996	29,922	30,823	31,724	32,619	33,533	34,472	
JULY 1, 1996	30,520	31,440	32,359	33,272	34,203	35,161	36,146
JAN. 1, 1997	30,520	31,440	32,359	33,272	34,203		
CR-5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP6	STEP7
JULY 1, 1993	32,188	33,159	34,139	35,109			
JULY 1, 1994	33,153	34,154	35,164	36,162			
JAN. 1, 1995	33,153	34,154	35,164	36,162	37,174		
JULY 1, 1995	33,816	34,837	35,867	36,885	37,918		
JAN. 1, 1996	33,816	34,837	35,867	36,885	37,918	38,980	
JULY 1, 1996	34,493	35,533	36,584	37,623	38,676	39,759	
JAN. 1, 1997	34,493	35,533	36,584	37,623	38,676	39,759	40,872

CS-1	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6	STEP?	STEP8	STEP9	STEP10
JULY 1, 1993	30,419	31,834	33.242	34.661	36.077	37,484	38.897	40.310	41,712	0.1.0
		•	34,239	35,700	37,159	38,608	40.064	40,510	42,963	
JULY 1, 1994	31,332	32,789			37,159	38,608	40,064	41,519	42,963	44,467
JAN. 1, 1995	31,332	32,789	34,239	35,700				-		45,356
JULY 1, 1995	31,958	33,445	34,924	36,414	37,902	39,380	40,865	42,350	43,823	•
JULY 1, 1996	32,597	34,114	35,623	37,143	38,660	40,168	41,682	43,197	44,699	46,263
DD-4	STEP 1	STEP 2	STEP3	STEP4	STEP 5	STEPS	STEP 7			
JULY 1, 1993	32,896	34.061	35,222	36.385	37,539	38,695				
JULY 1, 1994	33,883	35,083	36,279	37,476	38,666	39.856				
JAN. 1, 1995	33,883	35,083	36,279	37,476	38,666	39,856	41,091			
JULY 1, 1995	34,561	35,785	37,004	38.226	39,439	40,653	41,913			
JULY 1, 1996	35,252	36,500	37,744	38,990	40,228	41,466	42,752			
		,	0.,	00,000			•			
EG-04	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6	STEP 7			
JULY 1, 1993	38,661	40,206	41,814	43,489	45,227	47,035				
JULY 1, 1994	39,821	41,412	43,068	44,793	46,584	48,446				
JAN. 1, 1995	39,821	41,412	43,068	44,793	46,584	48,446	50,384			
JULY 1, 1995	40,617	42,240	43,930	45,689	47,516	49,415	51,392			
JULY 1, 1996	41,430	43,085	44,808	46,603	48,466	50,403	52,419			
• • • •			•							
EG-05	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6	STEP 7			
JULY 1, 1993	42,524	44,225	45,995	47,835	49,748	51,739				
JULY 1, 1994	43,799	45,552	47,374	49,270	51,240	53,291				
JAN. 1, 1995	43,799	45,552	47,374	49,270	51,240	53,291	55,423			
JULY 1, 1995	44,675	46,463	48.322	50,256	52,265	54,357	56,531			
JULY 1, 1996	45,569	47,392	49,288	51,261	53,311	55,444	57.662			
						• • • •				

EG-06	STEP 1	STEP 2	STEP3	STEP4	STEPS	STEP6	STEP7	
JULY 1, 1993	46,777	48,649	50,595	52,619	54,723	56,912		
JULY 1, 1994	48,181	50,108	52,112	54,197	56,365	58,619		
JAN. 1, 1995	48,181	50,108	52,112	54,197	56,365	58,619	60,964	
JULY 1, 1995	49,144	51,111	53,155	55,281	57,492	59,791	62,183	
JULY 1, 1996	50,127	52,133	54,218	56,387	58,642	60,987	63,427	
EN-ENG-03	STEP 1	STEP 2	STEP3	CTED4	OTEDS	OTEDC	GTED7	0750.0
				STEP4	STEP5	STEP6	STEP7	STEP 8
JULY 1, 1993	46,089	48,031	50,028	52,021	54,010	56,004	57,997	
JULY 1, 1994	47,472	49,472	51,529	53,582	55,630	57,684	59,737	
JAN. 1, 1995	47,472	49,472	51,529	53,582	55,630	57,684	59,737	61,888
JULY 1, 1995	48,422	50,461	52,560	54,653	56,743	58,838	60,932	63,125
JULY 1, 1996	49,390	51,471	53,611	55,747	57,878	60,015	62,151	64,388
ES-02	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6		
JULY 1, 1993	36.378	37,599	38,821	39,868	41,261			
JULY 1, 1994	37,469	38,727	39,985	41,064	42,499			
JAN. 1, 1995	37,469	38,727	39,985	41,064	42,499	43,986		
JULY 1, 1995	38,218	39,502	40,785	41.886	43,349	44,866		
JULY 1, 1996	38,983	40,292	41,601	42,723	44,216	45,763		
ES-04	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6		
JULY 1, 1993	51,724	53,426	55,301	57,180	59,049			
JULY 1, 1994	53,275	55,029	56,960	58,896	60,820			
JAN. 1, 1995	53,275	55,029	56,960	58,896	60,820	62,827		
JULY 1, 1995	54,341	56,129	58,099	60,074	62,037	64,084		
JULY 1, 1996	55,428	57,252	59,261	61,275	63,277	65,366		

FI-01	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6	STEP 7	STEP a	STEPS	STEP10
JULY 1, 1993	35,368	37,004	38,639	40,275	41,910	43,546	45,183	46,818	48,641	
JULY 1, 1994	36,429	38,114	39,799	41,483	43,167	44,853	46,539	48,222	50,100	
JAN. 1, 1995	36,429	38,114	39,799	41,483	43,167	44,853	46,539	48,222	50,100	52,054
JULY 1, 1995	37,158	38,876	40,595	42,313	44,030	45,750	47,469	49,187	51,102	53,095
JULY 1, 1996	37,901	39,654	41,406	43,159	44,911	46,665	48,419	50,170	52,124	54,157
FI-02	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6	STEP 7	STEP 8	STEP9	
JULY 1, 1993	43.052	45,049	47,046	49,044	51,043	53,041	55,037	57,258		
JULY 1, 1994	44,343	46,401	48,458	50,516	52,574	54,632	56,688	58,975		
JAN. 1, 1995	44,343	46,401	48,458	50,516	52,574	54,632	56,688	58,975	61,334	
JULY 1, 1995	45,230	47,329	49,427	51,526	53,625	55,725	57,822	60,155	62,561	
JULY 1, 1996	46,135	48,275	50,415	52,557	54,698	56,839	58,978	61,358	63,812	
GT-02	STEP 1	STEP 2	STEP3	STEP4	STEP 5					
JULY 1, 1993	33,845	34,825	35,807	36,786						
JULY 1, 1994	34,860	35,870	36,881	37,890						
	,	**,***								
JAN. 1, 1995	34,860	35,870	36,881	37,890	38,913					
JAN. 1, 1995 JULY 1, 1995			-		38,913 39,691					
	34,860	35,870	36,881	37,890	•					
JULY 1, 1995	34,860 35,557	35,870 36,587	36,881 37,619	37,890 38,648	39,691					
JULY 1, 1995	34,860 35,557	35,870 36,587	36,881 37,619 38,371	37,890 38,648	39,691					
JULY 1, 1995 JULY 1, 1996	34,860 35,557 36,268	35,870 36,587 37.319	36,881 37,619 38,371	37,890 38,648 39,421	39,691 <b>40,485</b>					
JULY 1, 1995 JULY 1, 1996 GT-03	34,860 35,557 36,268 STEP 1	35,870 36,587 37.319 STEP2	36,881 37,619 38,371 <b>STEP3</b>	37,890 38,648 39,421 STEP4	39,691 <b>40,485</b>					
JULY 1, 1995 JULY 1, 1996 GT-03 JULY 1, 1993	34,860 35,557 36,268 STEP 1 37,848	35,870 36,587 37.319 <b>STEP2</b> 38,984	36,881 37,619 38,371 <b>STEP3</b> 40,128	37,890 38,648 39,421 <b>STEP4</b> 41,266	39,691 <b>40,485</b>					
JULY 1, 1995 JULY 1, 1996 GT-03 JULY 1, 1993 JULY 1, 1994	34,860 35,557 36,268 STEP 1 37,848 38,984	35,870 36,587 37.319 STEP2 38,984 40,154	36,881 37,619 38,371 <b>STEP3</b> 40,128 41,332	37,890 38,648 39,421 <b>STEP4</b> 41,266 42,504	39,691 40,485 STEP5					
JULY 1, 1995 JULY 1, 1996 GT-03 JULY 1, 1993 JULY 1, 1994 JAN. 1, 1995	34,860 35,557 36,268 <b>STEP 1</b> 37,848 38,984 38,984	35,870 36,587 37.319 <b>STEP2</b> 38,984 40,154 40,154	36,881 37,619 38,371 <b>STEP3</b> 40,128 41,332 41,332	37,890 38,648 39,421 <b>STEP4</b> 41,266 42,504 42,504	39,691 40,485 STEP 5 43,694					

PG-01	STEP 1	STEP 2	STEP3	STEP 4	STEP5	STEP 6	STEP7	STEP8	STEP 9	STEP10	STEP 11	STEP 12
JULY 1, 1993	25,314	26,758	28,204	29,641	31,087	32,534	33,980	35,428	36,872			
JULY 1, 1994	26,074	27,561	29,051	30,531	32,020	33,510	34,999	36,491	37,978			
JAN. 1, 1995	26,074	27,561	29,051	30,531	32,020	33,510	34,999	36,491	37,978	39,535		
JULY 1, 1995	26,595	28,112	29,632	31,141	32,660	34,180	35,699	37,221	38,738	40,326		
JAN. 1, 1996	26,595	28,112	29,632	31,141	32,660	34,180	35,699	37,221	38,738	40,326	41,979	
JULY 1, 1996	27,127	28,675	30,224	31,764	33,314	34,863	36,413	37,965	39,512	41,132	42,819	
JAN. 1, 1997	27,127	28,675	30,224	31,764	33,314	34,863	36,413	37,965	39,512	41,132	42,819	44,574
PM-01	STEP 1	STEP 2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9			
JULY 1, 1993	30,449	31,816	33,186	34,553	35,921	37,287						
JULY 1, 1994	31,362	32,770	34,181	35,590	36,999	38,406						
JAN. 1, 1995	31,362	32,770	34,181	35,590	36,999	38,406	39,865					
JULY 1, 1995	31,990	33,426	34,865	36,302	37,739	39,174	40,662					
JAN. 1, 1996	31,990	33,426	34,865	36,302	37,739	39,174	40,662	42,208				
JULY 1, 1996	32,629	34,094	35,562	37,028	38,494	39,957	41,476	43,052	44,688			
JAN. 1. 1997	32.629	34.094	35,562	37,028	38,494							
PM-02	STEP 1	STEP 2	STEP3	STEP4	STEP 5	STEP6	STEP7					
JULY 1, 1993	36,684	38,234	39,782	41,327								
JULY 1, 1994	37,785	39,381	40,975	42,566								
JAN. 1, 1995	37,785	39,381	40,975	42,566	44,227							
JULY 1, 1995	38,541	40,168	41,795	43,418	45,111							
JAN. 1, 1996	38,541	40,168	41,795	43,418	45,111	46,870						
JULY 1, 1996	39,312	40,972	42,631	44,286	46,013	47,808						
JAN. 1, 1997	39,312	40,972	42,631	44,286	46,013	47,808	49,672					

PM-03	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP6	STEP 7
JULY 1, 1993	39,802	41,408	43,007	44,612			
JULY 1, 1994	40,996	42,650	44,297	45,951			
JAN. 1, 1995	40,996	42,650	44,297	45,951	47,651		
JULY 1, 1995	41,816	43,503	45,183	46,870	48,604		
JAN. 1, 1996	41,816	43,503	45,183	46,870	48,604	50,402	
JULY 1, 1996	42,653	44,373	46,086	47,807	49,576	51,410	
JAN. 1, 1997	42,653	44,373	46,086	47,807	49,576	51,410	53,313
PM-04	STEP 1	STEP2	STEP 3	STEP 4	STEP 5	STEP 6	STEP7
JULY 1, 1993	43,427	45,264	47,101	48,939			
JULY 1, 1994	44,730	46,622	48,514	50,408			
JAN. 1, 1995	44,730	46,622	48,514	50,408	52,373		
JULY 1, 1995	45,624	47,555	49,484	51,416	53,421		
JAN. 1, 1996	45,624	47,555	49,484	51,416	53,421	55,504	
JULY 1, 1996	46,537	48,506	50,474	52,444	54,489	56,614	
JAN. 1, 1997	46,537	48,506	50,474	52,444	54,489	56,614	58,822
PMOS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP6	STEP7
JULY 1, 1993	51,900	54,108	56,314	58,526			
JULY 1, 1994	53,457	55,731	58,004	60,281			
JAN. 1, 1995	53,457	55,731	58,004	60,281	62,632		
JULY 1, 1995	54,526	56,846	59,164	61,487	63,885		
JAN. 1, 1996	54,526	56,846	59,164	61,487	63,885	66,377	
JULY 1, 1996	55,616	57,983	60,347	62,717	65,163	67,704	
JAN. 1, 1997	55,616	57,983	60,347	62,717	65,163	67,704	70, 345

ST-SCY-02	STEP 1	STEP 2	STEP 3	STEP4	STEP5	STEP6	STEP7
JULY 1, 1993	26,903	27,702	28,498	29,292			
JULY 1, 1994	27,710	28,533	29,353	30,171			
JAN. 1, 1995	27,710	28,533	29,353	30,171	31,016		
JULY 1, 1995	28,264	29,104	29,940	30,774	31,636		
JAN. 1, 1996	28,264	29,104	29,940	30,774	31,636	32,522	
JULY 1, 1996	28,829	29,686	30,539	31,390	32,269	33,172	
JAN. 1, 1997	28,829	29,686	30,539	31,390	32,269	33,172	34,101

### "APPENDIXD\* HOURLY WAGE SCHEDULE

GS	STS-4 / MDO-5	MDO-6	MDO-7	MDO-Leadhand	MDO-Instructor	GS STS-5
JULY 1993	15.11	15.65	-	16.27	16.15	18.91
JULY 1994	15.56	16.12		16.76	16.64	19.48
JAN 1995	16.34	16.93	17.43	17.60	17.60	20.06
JUNE 1995	17.16	17.78	18.28	18.49	18.49	20.06
JULY 1995	17.51	18.14	18.64	18.86	18.86	20.46
JULY 1996	17.86	18.50	19.00	19.24	19.24	20.87
		MECHANIC INVAC				
	ELECTRICIAN	MILLWRIGHT	PLUMBER	CARPENTER	PAINTER	SIGNMAKER
JULY 1993	20.02	18.33	19.63	18.68	18.08	18.08
JULY 1994	20.62	18.88	20.22	19.24	18.62	18.62
JAN 1995	21.23	20.21	20.91	20.40	20.07	19.15
JUNE 1995	21.86	21.62	21.62	21.62	21.62	19.70
JULY 1995	22.30	22.06	· 22.06	22.06	22.06	20.09
JULY 1996	22.75	22.50	22.50	22.50	22.50	20.50
SUPERVISOR:	ELECTRICAL	MOBILE EQUIPMENT	MECHANICAL MAINTENANCE	STRUCTURAL MAINTENANCE	MDO-SUPERVISOR	
JULY 1993	19.43	19.06	20.42	19.43	16.75	
JULY 1994	20.01	19.64	21.03	20.01	17.25	
JAN 1995	21.22	21.02	21.75	21.22	18.12	
JUNE 1995	22.48	22.48	22.48	22.48	19.02	
JULY 1995	22.94	22.94	22.94	22.94	19.41	
JULY 1996	23.40	23.40	23.40	23.40	19.80	

MDO-7: All MDO-6 employees when operating the buildozer, vactor, grader or gradall will, effective January 1, 1995, be reclassified to MDO-7.

TRADE & MDO SUPERVISORS: The % supervisory differentials contained in the expired GL group **specific** collective agreement will also apply to the supervisory rates During the life of **this** Agreement the parties will undertake a joint classification review of the trade and MDO supervisory differentials. In the interim the current % differentials will apply to incumbents.

# **GENERAL BARGAINING UNIT SEPTEMBER 28, 1994**

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

FOR VANCOUVER INTERNATIONAL AIRPORT AUTHORITY:

Larry Berg V.P. Human R orate S

portillian John Willigens Manager, Airside Operations

 $\leq$ Glen McCoy Manager, Finance & Controller

Michele Mawhinney Manager, Human Resources

FOR THE PUBLIC SERVICE ALLIANCE OF CANADA:

. Suster Giempietri Executive Vice-President P.S.A.C.

David Van Local 20221

. . US, Bob Ginter Local 20221

43 ie Judy Bilúk Local 20221

Nancy Local 20221

Alen Phillips Regional Vice President U.C.T.E. / P.S.A.C.

Moe Ritchie Regional Representative P.S.A.C.

Doug Mershell Research Officer P.S.A.C.

orchuan TAi Ron Cochrane

Negotiator P.S.A.C.