
COLLECTIVE AGREEMENT

between the:

Vancouver Airport Authority
(the “**Employer**”)

and the

Public Service Alliance of Canada
(PSAC) (the “**Union**”)

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GENERAL AGREEMENT

1. PURPOSE & SCOPE

1.01

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

2. MANAGEMENT RIGHTS

2.01

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

2.02

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

3. RECOGNITION

3.01

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canadian Industrial Relations Board dated May 20, 2016 unless subsequently altered.

4. EMPLOYEE REPRESENTATIVES

4.01

The Employer acknowledges the right of the Union to appoint or otherwise select a reasonable number of employees as representatives. The Union 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 Manager, or designate, before leaving the work area to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the Manager, or designate, before resuming normal duties. Immediately upon entering a department, the representative shall advise the department Manager, or designate, that the purpose of the visit is union business. No more than one (1) representative at any one time shall investigate any single incident.

4.03

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

4.04

Subject to operational requirements, the Employer will grant leave with pay to designated Union representatives who are meeting with the Employer on behalf of the Union 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 Union, 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 Union 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 their classification and level, and the position where the employee was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon their return.

4.07

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

4.08

In recognition of the authority of Elders and other respected members of the Indigenous community, an employee who is a member of an Indigenous community may invite an Elder or a cultural representative to act as a witness or in a supportive and confidential capacity in their dealings with the Employer, which may include performance reviews, complaint procedures, grievances, and the sick-leave process.

5. USE OF EMPLOYER FACILITIES

5.01

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

5.02

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

6. CHECK-OFF

6.01

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

6.02

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

6.03

The Union 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 calendar month will start with the first month of employment to the extent that earnings are available.

6.05

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

6.06

The amounts deducted in accordance with **clause 6.02** shall be remitted to the Comptroller of the Union 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 Union 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 Union agrees to indemnify and save the Employer

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

7. INFORMATION

7.01

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

7.02

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

7.03

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

7.04

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

8. STRIKES AND LOCKOUTS

8.01

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

8.02

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

8.03

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

9. DISCRIMINATION

9.01

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

Accordingly, the provisions of this Agreement shall be

interpreted and applied in a manner consistent with the *Canadian Human Rights Act*.

- (b) An employee alleging discrimination may make a complaint in accordance with **Article 12** [Complaint Procedure]. 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 Union in respect of such complaint.
- (c) In the event a grievance alleging discrimination by the Employer is brought before an arbitrator in accordance with this Agreement, the 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*.
- (d) There shall be no discrimination in respect of employment by reason of membership or activity in the Union. An allegation of such discrimination is subject to the Grievance Procedure.

10. ABUSE OF AUTHORITY

The Employer, the employees, and the Union recognize that all persons employed by the Employer stand to benefit from working in an environment free from abuse of authority.

- (a) For the purpose of this Article and **Article 12** [Complaint Procedure], abuse of authority means improperly using a position of authority to endanger another person's job, undermine their job performance, or negatively interfere with their career. It includes humiliation, intimidation, threats and coercion. Conduct involving the exercise of responsibilities or authority related to the provision of advice, the assignment of work, coaching,

performance evaluation, appropriate disciplinary and other supervisory or leadership functions does not constitute abuse of authority.

11. HARASSMENT AND VIOLENCE

11.01

- (a) The Employer, the employees, and the Union recognize the right of all persons employed by the Employer to work in an environment free from harassment and violence.
- (b) For the purpose of this Article and **Article 12**, harassment and violence means “any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment”. This includes all types of harassment and violence, including sexual harassment. Harassment and violence are disciplinary infractions and will be dealt with as such by the Employer.

12. COMPLAINT PROCEDURE

12.01

An employee who alleges a violation of **Article 9, 10 and/or 11** may elect to seek recourse through any of the following routes:

- (a) **Article 27** - Grievance Procedure;
- (b) **Article 12** - Make a complaint to the employee’s manager or to a Human Resources representative in accordance with **clause 12.02** below; and/or

- (c) If applicable, file a human rights complaint or application under the *Canadian Human Rights Act*.

12.02

- (a) An employee may seek assistance and/or involvement of a Union representative at any stage in this procedure when alleging discrimination, abuse of authority, harassment, or violence.
- (b) An employee who alleges discrimination, abuse of authority, harassment or violence, or a Union representative on behalf of the employee, may make the complaint to the employee's manager or to a Human Resources representative who will:
 - (i) within 48 hours, initiate the process of conducting an investigation into the matter following the process defined in the Respect and Violence in the Workplace Policy, dated January 2021 and as updated in consultation with the Union or as amended from time to time, as may be required by applicable legislation or regulations.
 - (ii) maintain a strict degree of confidentiality with the employee concerned; and take appropriate action to resolve the problem; and
 - (iii) If the Employer decides to engage an independent investigator, it will consult the Union regarding the selection of the investigator. In the event there is no agreement on the investigator, the Employer will appoint an independent third-party investigator.
- (c) If the employee's complaint is not resolved at the

conclusion of the process set out in **clause 12.02(b)** then the employee may refer the complaint to the Grievance Procedure set out in **Article 27**.

- (d) Complaints brought under this Article will be handled with all possible confidentiality and dispatch by the Union and the Employer.

12.03

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

13. DESIGNATED PAID STATUTORY HOLIDAYS

13.01

Subject to **clause 13.02**, the following days shall be designated paid holidays for employees.

- (a) New Year's Day
- (b) B.C. Family Day
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) B.C. Day
- (h) Labour Day
- (i) National Day for Truth and Reconciliation
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Day
- (m) Boxing Day

One additional day when proclaimed by an Act of Parliament as a national holiday (unless the national holiday is for the same or substantially similar purpose or celebration as a provincial holiday already mentioned above, in which case the provincial holiday shall be replaced by the national holiday).

13.02

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**.

13.03

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

13.04 Shifted Holiday

When a day designated as a holiday under **clause 13.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest. This shall be deemed a shifted holiday.

When two (2) days designated as holidays under **clause 13.01** coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

13.05

When a day designated as a holiday for an employee is moved to another day under the provisions of **clause 13.04**,

work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest.

13.06

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

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

13.07

An employee who works on an actual holiday designated under **clause 13.01** shall be paid:

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

the holiday, or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday, and
 - (ii) pay at two (2) times the straight-time rate of pay for all hours worked on the actual holiday.

13.08 Lieu Days

Employees are encouraged to use their lieu days in the calendar year in which they are earned. Unused lieu days will be carried forward for use until December 31 of the following year and any unused portion will be paid out on the second pay date in March of the subsequent year. Such lieu days shall be paid at the employee's straight time rate of pay. An employee may request pay out of lieu days at any time by contacting Human Resources.

13.09

When an employee is required to report for work and reports on a designated holiday, the employee shall be paid in accordance with the provisions of this Article or **Article 32** Call-Back Pay, whichever is applicable.

13.10

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

14. OTHER LEAVE WITH OR WITHOUT PAY

14.01 Bereavement Leave With Pay

- (a) The Employer shall grant an employee leave with pay upon bereavement for a period of up to five (5) working days.
- (i) At the request of the employee, such bereavement leave may be taken in a single period of five (5) working days or may be taken in two (2) periods to a maximum of five (5) working days.
- (ii) When requested to be taken in two (2) periods:
- i. The first period must begin within two (2) calendar days of the date of death or must include the day of the memorial commemorating the deceased.
- ii. Where established ethno cultural or religious practices provide for ceremonial occasions other than the bereavement periods in (i) above, the balance of bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.
- (b) In addition, the employee may be granted up to three (3) working days leave with pay for the purpose of travel related to the death where distances so warrant.
- (c) 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.

14.02 Maternity Leave Without Pay

- (a) (i) A permanent employee who becomes pregnant will be granted maternity leave without pay of up to seventeen (17) weeks starting as early as thirteen (13) weeks before the date of pregnancy and ending no later than seventeen (17) weeks after the ending of the pregnancy, subject to **clause 14.04**.
 - (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 the employee's newborn child is hospitalized, the employee may resume their maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.
 - (iii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
 - (iv) A pregnant employee may be eligible for sick leave benefits under **Article 15**, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.
- (b) An employee shall inform the Employer in writing of their plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of

absence unless there is a valid reason why that notice cannot be given.

- (c)
 - (i) An employee is eligible after completion of six (6) months' continuous employment to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The payment of this allowance is subject to the employee agreeing in writing to return to work on the expiry of their leave for a period of at least six (6) months and qualifying for Employment Insurance (EI) benefits.
 - (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that he/she/they is/are indebted to the Employer for the full amount received as maternity leave allowance.
- (d) Maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving employment insurance maternity leave benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for each week of the waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of sixteen (16) weeks, a payment equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay less any other monies

earned during this period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible.

- (iii) where an employee becomes eligible for a pay increment or economic adjustment during the benefit period, the payments under **clause 14.02(d) (i) or (ii)** above shall be adjusted accordingly.
- (iv) employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the Plan.
- (e) When a pregnant or nursing employee expresses concern about the possible ill effects of their work or work location upon their health or the health of their foetus or child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union and in a manner consistent with the Collective Agreement and the *Canada Labour Code*.
- (f) Where an employee has the actual care and custody of their newborn child, that employee is entitled to additional parental leave without pay pursuant to **clauses 14.03 and 14.04** of up to sixty-three (63) weeks ending no later than seventy-eight (78) weeks after the child comes into the employee's care. The

total aggregate amount of leave under (a) and (f) shall not exceed seventy-eight (78) weeks for the same birth.

14.03 Parental Leave Without Pay

- (a) An employee may request parental leave without pay at least eight (8) weeks prior to the expected date of birth their newborn child or the expected custody date of their adopted child unless there is a valid reason why that notice cannot be given.
- (b) If only parental leave is taken (in cases of adoptions or where an employee does not take maternity leave), such leave shall be granted for a period of up to sixty-three (63) weeks for one employee or seventy-one (71) weeks for employees who share the parental leave, with the leave starting no sooner than the date of birth or acceptance of custody and ending no later than seventy-eight (78) weeks after the date of birth or acceptance of custody. If parental leave is shared by employees, the maximum amount of leave taken by one employee is sixty-three (63) weeks.
- (c) An employee is eligible for parental leave after completion of six (6) months' continuous employment.

14.04 Combined Maternity and Parental Leave Without Pay

For an employee who chooses to take combined maternity and parental leave, such leave shall be granted for a maximum of seventy-eight weeks or fifteen (15) months.

The total amount of leave taken by employees who share the parental leave shall not exceed eighty-six (86) weeks.

14.05 Administration

- (a) Maternity and parental leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement. Employees returning from such leave shall be credited with vacation earned during this time, after they have returned to work for a period of six (6) consecutive months.
- (b) During any period of maternity or parental leave the Employer shall continue to pay its applicable share of all Defined Benefit pension, benefit, and insurance plan premiums.
- (c) When the employee returns to work from any period of maternity or parental leave under this Article, the Employer will do their best to 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) An employee who takes leave for maternity or parental purposes or long term disability, upon written request, shall be informed by the Employer in writing of job posting opportunities which arise during such leave. Upon written request, the Employer shall also provide such employee with the annual training calendar.

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

An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave shall be granted under this clause once per child for a minimum period of six (6) weeks and for a maximum period of two (2) years, with a lifetime maximum of five (5) years.
- (c) where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. In any event, the employee shall be reinstated to a comparable position with the same wages and benefits;
- (d) where the employee returns from a leave of more than one (1) year and the employee's previous position has not been filled on a permanent basis or eliminated, the Employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be provided the opportunity to return to their previous position when a permanent

vacancy occurs. An employee who declines a reassignment shall be deemed to have abandoned their position. Where no reassignment is made after two (2) years from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.

- (e) no service in the calculation of vacation leave shall be accrued during such leave if the period of leave is greater than one (1) year.
- (f) time spent on such leave shall not be counted for pay increment or severance purposes.

14.07 Leave With Pay for Personal Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including foster child and children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household and for anyone who the employee has power of attorney.
- (b) The Employer shall grant leave with pay under the following circumstances:
 - (i) for medical or dental appointment when the dependent family member is incapable of attending the appointments by themselves, 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 their

-
- absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible. (Employees can take multiple half (1/2) day appointments, provided the total does not exceed five (5) working days in a calendar year;
- (ii) leave with pay to provide for the temporary care of a sick member of the employee's family;
 - (iii) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (iv) leave with pay for the purpose of getting married;
 - (v) up to two (2) days leave with pay for the purpose of preventative health and wellness necessary to the psychological health and well-being of the employee.
- (c) The total leave with pay which may be granted under this clause shall not exceed five (5) working days in a calendar year.
- (d) An employee shall identify, on Employer timesheets, the family member and the circumstances of the leave requested under **clause 14.07 (a) and (b)** above.

14.08 Court Leave

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

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

14.09 Injury-on-duty Leave

An employee shall be granted injury-on-duty leave with pay for a reasonable period when a Worker's Compensation claim has been approved by the Workers' Compensation Board and the employee agrees to remit to the Employer any amount received by them from the Worker's Compensation Board in respect of such claim. When a claim exceeds six (6) months and the employee's return to work date is indeterminate, the Employer may arrange for the Worker's Compensation Board to directly compensate the employee.

14.10 Education Leave

- (c) 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 education 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.
- (d) An employee may be granted education leave without pay for varying periods up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be fore 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 services in the future.

- (e) The "Deferred Salary Plan for Career Development Leave" Memorandum of Settlement (issued August 29, 1996) shall be considered to form part of this agreement.

14.11 Leave For Shift Work Employees

A shift work employee, who is scheduled to work the evening shift prior to the day that their attendance is required as the grievor at an arbitration hearing (pursuant to **Article 28**) or to attend court (pursuant to **clause 14.08**), shall be permitted to leave work early with pay for the balance of their shift. The employee shall leave work at the point in their shift which allows for a ten (10) hour break prior to the start of the arbitration hearing or court case. The employee is also permitted a ten (10) hour period before they are required to return to work following the conclusion of the arbitration hearing or court case. The employee shall be entitled to leave with pay for the portion of the scheduled shift which the employee was absent due to having the ten hour break.

14.12 Compassionate Care Without Pay

- (a) For the purpose of this clause, a family member is defined in accordance with the provisions of the *Canada Labour Code* under compassionate care leave.
- (b) An employee shall be granted compassionate care leave without pay for a maximum of eight (8) calendar weeks for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply.

- (i) An employee shall notify the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given.
 - (ii) An employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and the medical doctor has authorized the other medical practitioner to treat the ill family member.
- (c) If, during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the vacation leave credits shall be restored accordingly.
- (d) The period of compassionate care leave shall end upon the earlier of the following: the end of the eight (8) week leave, the date the ill family member no longer requires care or support, or the death of the ill family member.
- (e) Unpaid compassionate care leave utilized by an employee- couple for the same family member shall not exceed a total of eight (8) weeks for both employees combined.

- (f) An employee may elect during the eight (8) week leave to utilize their earned compensatory, lieu, or vacation leave.
- (g) Compassionate care leave shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.
- (h) On request, the V.P. Human Resources may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

14.13 Extended Personal Leave Without Pay

Occasionally, employees request leave without pay for reasons that are not covered under the leave provisions in the Collective Agreement. Under these circumstances, the Employer has the right to authorize or not authorize the leave request; the latter cannot be grieved.

However, if there are any concerns expressed, then the matter will be discussed with the Local Union President.

If approved, the employee must exhaust their accumulated banked overtime (compensatory and lieu leave) and unused vacation time before commencing the leave without pay. Alternatively, if the leave is greater than three (3) months, the employee may elect to have their unused vacation paid out on the last pay period prior to the commencement of their personal leave.

Such leave will not exceed one year duration, inclusive of taken banked overtime and vacation. Time spent on the leave without pay will not be counted for pay increment, severance

or vacation service. Nor will vacation leave be accrued during the time spent on leave without pay. Seniority however, will be retained.

Extended personal leave without pay does not include benefit and insurance coverage or pension contribution continuation. The employee can elect to include one or both, at their own cost, which includes Employer contributions.

14.14 Political Office Leave

The Employer will grant a leave of absence without pay to an employee who is elected to or appointed by a government to a full time municipal, provincial, or federal position. The duration of such leave shall not exceed four (4) years, unless otherwise agreed to by the Employer.

The Employer may hire a term employee, or provide an acting assignment to a current employee, to replace the employee on leave for the duration of the leave. In this situation, the Employer may hire a term employee for a period beyond that which is outlined in **clause 29.03**.

The employee will have their banked overtime and unused vacation paid out on the last pay period prior to the commencement of their political office leave.

Time spent on political office leave without pay will not be counted for pay increment, severance or vacation service. Nor will vacation leave be accrued during the time spent on leave without pay. During the leave without pay, the employee shall pay both the employee and Employer share of all pension, benefit and insurance plan premiums, unless the employee elects not to continue benefit coverage.

Where the employee returns from the leave without pay, and the employee's previous position has not been filled on a

permanent basis or eliminated, the Employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be provided the opportunity to return to their previous position when a permanent vacancy occurs. An employee who declines a reassignment shall be deemed to have abandoned their position. Where no reassignment is made after two (2) years from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.

14.15 Family Violence Leave

- (a) The Employer recognizes that employees or their dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing domestic violence or employees with a child experiencing domestic violence shall be granted leave without pay for up to ten (10) days per calendar year to attend appointments with professionals, legal proceedings and to engage in any other necessary activities to support their health, safety and security.
- (c) The first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated family-related leave or accumulated compensatory leave.
- (d) This leave may be taken as consecutive or single days or as a fraction of a day based on one-hour intervals.

with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.

- (e) All personal information concerning domestic violence will be kept confidential in accordance with relevant legislation and shall not be disclosed to any other party without the employee's written agreement.

At the discretion of the Employer, when the employee is the subject of domestic violence, the employee may be granted paid leave beyond the maximum specified above, provided the employee has unused personal responsibility-related leave credits or banked leave credits sufficient for the leave granted. Subject to the effective operation of the Employer, such a request shall not be unreasonably withheld.

14.16 Traditional Leave

An employee who is an Indigenous person (meaning Indian, Inuit or Metis) and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting and other activities to maintain their culture through traditional practices.

The employee, at their discretion, may request to use accumulated compensatory leave of up to five (5) days for this leave.

15. SHORT TERM SICK LEAVE PROGRAM

15.01

The Employer will provide paid sick leave coverage 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. If an employee has a total disability for which the long term disability (LTD) benefits provider approves and pays LTD benefits and total disability occurs again due to the same or related causes, the LTD benefits provider will consider it a continuation of the previous disability, if it occurs within six (6) months of the end of the previous disability. If the recurrence takes place beyond six (6) months, the 89 calendar days for this same one sickness will be reset.

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

The Employer may require a medical certificate or a written statement from the employee as evidence of illness. The Employer may further require reports from the employee's physician(s) from time to time, including reports by physicians designated by the Employer.

The Employer may suggest a physician based on employee or employer need, to examine the employee and provide reports. The Employer will engage with and consult the Union and the employee regarding final selection of the physician. The Employer will also bear the costs of medical reports provided by Employer designated physicians.

Where a pattern of absences is developing or there is a reasonable basis for believing there may be an abuse of sick leave, the Employer may request that further medical evidence acceptable to the Employer be furnished.

No payment shall be made under this Article in respect of

injuries arising in the course of other employment.

15.02

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

16. LAYOFF/RECALL AND SEVERANCE PAY

Notice of Layoff

16.01

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, and the number of employees affected.

16.02

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

16.03

A joint Union-Management committee shall be established.

The Employer will provide the rationale to the committee for the positions to be affected and the committee will discuss the application of **clauses 16.06 and 16.08** to the employees within the positions. The committee will consider all possible alternatives, including attrition, to a workforce reduction. This committee shall meet during the thirty (30) days following the notice prescribed in **clause 16.01** and, where necessary, during the ninety (90) days' notice prescribed in **clause 16.02**.

Voluntary Severance

16.04

Prior to implementing layoffs, the Employer will consider offering employees voluntary severance in accordance with **clauses 16.06 and 16.13**, if:

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

16.05

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

Layoff

16.06

With the exception of regulatory requirements, and the provisions outlined in this Article, the Employer will lay off employees in the reverse order of bargaining unit seniority in a position provided the employees retained can perform the work in a satisfactory manner.

Notwithstanding the above, the parties agree that the Employer shall retain Indigenous employees in accordance with the obligations of the Sustainability & Friendship Agreement signed with the x^wməθkwəyəm (Musqueam) people regardless of their seniority. In addition, in the application of the layoff provisions, the parties agree to consult with each other regarding such other measures as may be taken to minimize the adverse impact of layoffs by seniority on the representation of members of other designated groups in the workplace.

16.07

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

- (a) accepting layoff and retaining the right of recall for up to one (1) year; or
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay outlined below; or
- (c) displacing the most junior employee in an equivalent or lower rated position.

Employees who are displaced will then become subject to the provisions of this Article and may elect to displace the most junior employee in an equivalent or lower rated position.

The employee shall notify the Employer within two (2) weeks of notice of layoff of the option they have chosen. The above two (2) week notice shall be appropriately extended in the case of an employee who is on vacation.

16.08 Displacement

- (a) In the event an employee elects to choose the option of displacing the most junior employee in an equivalent or lower rated position, the employee must establish they have the qualifications and ability to perform the position or can within three (3) months acquire the qualifications and ability with training;
- (b) The parties agree that in assessing the employee's qualifications and ability to perform the position, they will review any current job descriptions if available or JIQs, if available of both the employee's current position and the position the employee seeks to displace to. If the job descriptions or JIQ's are not current, the parties will seek to achieve consensus regarding the requirements of the positions.
- (c) The Employer will provide three months of training and support if it is determined the displacing employee can within three (3) months acquire the qualifications and ability to perform the position.

16.09

Employees affected by the reduction who are appointed to a lower rated position pursuant to **clause 16.08** shall have their rate established in accordance with the provisions of this Agreement.

16.10

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

16.11

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

16.12

Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the one hundred and twenty (120) day period in **clause 16.01** 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.

16.13 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. The Employer and the Union may agree to extend the recall period. Upon

expiry of the recall period, an employee shall receive severance pay if the employee has not been recalled.

- (b) An employee who is laid off shall have the right of recall for a period of one (1) year and shall have the first opportunity to be considered for any new or vacant positions for which the employee has the qualifications and ability to perform the position or may have the qualifications and ability to perform the position within a training period not to exceed three (3) months.

16.14 Severance

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

16.15

In the event of layoff, an employee shall continue 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.

16.16

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

17. SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT

17.01

When an employee has completed more than one (1) year of

continuous service and ceases to be employed by reason of incapacity or incompetence, they are entitled to severance (as per **clause 16.14**).

17.02

When an employee retires from the Employer at age fifty-five or over, they are entitled to severance (as per **clause 16.14**).

18. LOSS OF SERVICE

18.01

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 16;
- (c) is discharged for cause;
- (d) abandons their position by failing to report for duty for five (5) consecutive working days unless the employee provides a satisfactory explanation for their absence.

19. WASH-UP TIME

19.01

Where due to the nature of work there is a need, a reasonable amount of wash-up time will be permitted before the lunch period and before the end of the working day.

20. PAY ADMINISTRATION

20.01

Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix C.

20.02

Upon initial appointment, an employee shall be placed at one of the annual salary steps in the salary band for the position. The Employer will determine the appropriate step. In no case shall the employee be paid at less than the minimum rate.

20.03

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

20.04

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

20.05

- (a) An employee whose position is reclassified downward by the Employer who remains in that position shall continue to receive salary step increases as appropriate and, negotiated general economic salary increases on the same basis as if they 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 their prior position will continue to be paid at the same level. The employee shall receive salary step increases on the same basis as if the employee had not been reclassified but shall not receive negotiated general economic salary increases. The employee shall be paid the applicable salary step for the new classification when it exceeds their current protected rate.

20.06

Clause 20.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position. Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with **Clause 20.07**.

20.07 Pay Increments

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

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

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain their increment date.

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

An employee denied a pay increment shall have their performance reviewed within three (3) months of the date on which the increment was refused and if performance is satisfactory the increment shall be paid to the employee on.

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

20.08

- (a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit the employee shall receive the lesser of their current salary and the maximum incremental rate for the new position. The person shall be obliged to apply for any

bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.

- (b) The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which the employee would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

20.09

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.

20.10

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

20.11

- (a) When an employee is required by the Employer to substantially perform the duties of a position in a higher rated salary band in an acting capacity and performs those duties for at least one (1) full shift, the employee shall be paid acting pay in accordance with **clause 20.03**. An employee acting in a higher rated position shall continue to be entitled to their 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 their acting rate of pay will be adjusted accordingly.

- (b) When an employee, classified as an Airfield Operations Specialist (AOS) trained as an Airfield Operations Emergency Response Specialist (AOERS) backfill, is required by the Employer to respond to a critical incident and perform duties drawing on their qualifications under the *Canadian Aviation Regulations* (CAR 323), the employee shall be paid acting pay for the full shift in accordance with **clause 20.03**.

20.12

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

20.13

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

20.14

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

21. TRAVELLING TIME

21.01

Where the Employer requires an employee to travel outside of the Metro Vancouver 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 ten (10) hours' pay.
- (b) A designated holiday, time spent in travel shall be considered time worked, and shall be paid at overtime rates to a maximum of ten (10) hours' straight time pay.
- (c) A normal working day on which the employee travels but does not work, the employee will receive their regular pay for the day.
- (d) A normal working day in which the employee works and travels, the employee will be paid
 - (i) his/her regular pay for the day, and
 - (ii) pay for travel outside of the normal hours of work to a maximum of three (3) hours straight time pay.
- (e) For (a), (b), and (c) above, time spent in travel shall include one (1) hour prior to the scheduled departure time of the aircraft, if the mode of travel is air.

21.02

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.

21.03

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

The mileage rate will be the same cents per kilometre as outlined in Article 33 [Mileage Premium].

22. PERFORMANCE REVIEW

22.01

Performance reviews are intended to be developmental in nature and will include a discussion of strengths and opportunity areas for improved performance if necessary. This ongoing review process will include discussions in relation to an employee's job duties and performance. Annually, employees and their managers will set appropriate goals that are developmental in nature and promote continuous learning in the employee's position.

Managers will meet regularly with employees to provide continuous feedback on their performance. Interim meetings may include discussions relating to progress made towards achieving stated goals, support needed to achieve their goals, and/or revisiting their goals if necessary. Any interim updates will be added to the employee's performance review form. All interim updates will be tracked in the form and made available to the employee.

There will be only one annual performance review form.

22.02

- (a) Annually, employees will share their self-assessment of progress towards their goals. Their manager will gather information and share their assessment in relation to the employee's comments. At any point during the series of meetings the employee may make additional responses to the manager's assessment and these comments will also be included in their annual performance review form.

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- (b) Employees will be given their final assessment and have the opportunity to sign their annual performance review form to indicate that its contents have been read. An employee's signature shall not indicate the employee's concurrence with their manager's comments on the form. Once the employee's signature is affixed, the annual performance review form will be deemed final and no further changes will be made.

22.03

The Employer will consult with the Union prior to any changes or updates to the performance review framework.

23. LEARNING AND DEVELOPMENT

The Employer will make a reasonable effort to provide each full-time employee the opportunity to attend at least one learning opportunity per year for the purpose of development or enhancement of knowledge, skills, and abilities related to either the work performed or promotional or lateral opportunities.

Development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the organization in achieving its goals. The following activities shall be deemed to be a part of career development:

- (a) a course or a program given by the Employer;
- (b) a course or a program offered by a recognized academic institution or regulatory body;
- (c) a seminar, convention, project or session in a specialized field directly related to the employee's work or organizational objectives.

The Employer will determine and communicate which offerings are mandatory (regulatory, safety, current job specific) versus optional (for career development). The Employer will endeavour to provide employees with as much notice as possible in advance of mandatory training and in any event not less than one (1) month in advance. Further, the Employer will endeavour to ensure that mandatory training will be scheduled during working hours.

For a normal working day spent in mandatory training and/or travel to mandatory training, the employee will receive their regular day's pay.

For a day of rest or a designated paid holiday, time spent in mandatory training shall be considered time worked and shall be paid at applicable overtime rates. Time spent travelling to mandatory training outside of Metro Vancouver will be paid as per **clauses 21.01 (a) and (b).**

The Employer may offer employees working an extended schedule to attend employee meetings or optional development sessions on a voluntary basis. In this event, the employee will be paid straight time for the time attending these sessions or bank the straight time hours in accordance with the overtime provisions of this Agreement.

24. SUSPENSION AND DISCIPLINE

24.01

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 their suspension, or discharge, shall be deemed suspended with pay until the written notice is

received.

24.02

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

24.03

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

An employee shall receive a copy of any disciplinary report placed on the employee's file.

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

24.04

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of

an employee, shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

24.05

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

25. HEALTH AND SAFETY

25.01

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.
- (b) Both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the *Canada Labour Code* and by Transport Canada. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the *Canada Labour Code* provisions.

- (c) The Employer and the Union 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 Union.

25.02

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.

25.03

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

25.04

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

26. STAFFING PROCEDURE

26.01

The Employer shall post all permanent vacancies, including newly created positions in the bargaining unit. The Employer shall provide updates on vacancies in regularly scheduled Union-Management Consultation meetings. The Employer

may simultaneously post a vacancy internally and externally, preference will first be given to bargaining unit employees.

26.02

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

26.03

The posting shall contain the following information:

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

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

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

26.04

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

26.05

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

candidate will be posted.

26.06

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

26.07

The vacancy shall be filled on a comparison of the candidate's qualifications. Where it is found that two or more candidates are relatively equal (scores within ten percent (10%)), then the candidate with the greater length of service shall be awarded the position.

26.08

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

26.09

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.

26.10

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 (scores within ten percent (10%)), then the internal candidate shall be awarded

the position above outside candidates. Where none of the candidates are suitable, the Employer may cancel the posting, or re- post the position.

26.11

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

26.12

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

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

- (e) reassignment of a disabled person employed by the Employer.
- (f) it is not the intent of **clauses 26.12 (a), ((b), or (c)** above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

26.13

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 posting shall state the duration of the appointment if known at that time.

26.14

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

26.15

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.

26.16

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

26.17

When the Employer is considering an internal candidate, it will

only refer to the annual performance review form or any other document previously disclosed to the employee. This does not preclude reliance upon information gathered during the interview selection process.

26.18

The Employer agrees to notify and consult with the Union prior to any lateral transfer of employees or temporary assignments (of less than six (6) months). The Employer will also maintain a record of all such actions and will make this available to the Union and any employee that may request it.

27. GRIEVANCE PROCEDURE

General

This Article provides a formal method for complaint procedures. Before any formal measures are taken, in recognition of the authority of Elders and other respected members of the Indigenous community, an employee who is a member of an Indigenous community may invite an Elder or a cultural representative to act as a witness or in a supportive and confidential capacity throughout the grievance process. This shall not be interpreted to be an obligation on any individual to seek the assistance of a member of the Indigenous community.

27.01

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.

27.02

The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. It is understood the employee has the right to representation by the Union and that the grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives.

27.03

An employee may be assisted and/or represented by the Union at the informal discussion stage (**clause 27.02**) and/or when presenting a grievance.

27.04

The Union shall have the right to consult with the Employer with respect to a grievance at each or any step of the grievance procedure.

27.05

The Union, when presenting a grievance, shall transmit this grievance in writing to the Employer representative. A grievance of an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the grievance form.

27.06

Except as otherwise provided in this Agreement, a formal grievance shall be processed by recourse to the following steps:

Step 1 (Employer Representative - Manager)

Step 2 (Departmental Director or Vice President)

Step 3 Final Step (Arbitration)

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

27.07

- (a) The Union shall present a grievance at Step 1 within twenty-five (25) calendar days of the date when the employee first becomes aware or ought reasonably to have become aware of the action or circumstances giving rise to the grievance. This period may be extended by the length of the informal process.
- (b) The Employer shall reply to an employee's grievance at Step 1 of the grievance procedure within fourteen (14) calendar days after the grievance is presented and within fourteen (14) calendar days at Step 2.

27.08

The Union shall transmit the grievance at each succeeding step in the grievance procedure beyond **Step 1**:

- (a) where the decision or settlement is not satisfactory to the employee, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to the employee by the Employer; or

- (b) where the Employer has not conveyed a decision to the employee within the time prescribed, within fourteen (14) calendar days after the day the reply was due. [Agreed.]

27.09

Where an employee has been represented by the Union in the presentation of their grievance, the Employer will provide the appropriate representative of the Union with a written copy of the Employer's decision at the same time that the Employer's decision is conveyed to the employee.

27.10

No employee shall be dismissed without being given notice in writing together with the reasons therefore within twenty-four hours. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance will be presented at **Step 2**.

27.11

In the event that a Grievance concerns an alleged violation of **clause 11.01** by the supervisor or Employer representative, the grievance shall proceed to **Step 2**.

27.12

Except as provided in **clause 27.17** the Union may by written notice abandon the grievance.

27.13

Any party who fails to present or advance a grievance to the next step within the prescribed time limits shall be deemed to have abandoned the grievance, and the grievance cannot later be presented or advanced.

27.14

No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon their grievance or refrain from exercising the employee's right to present a grievance, as provided in the Collective Agreement.

27.15

All time limits provided in this Article are mandatory and may only be extended by mutual agreement in writing.

27.16

An employee must obtain the approval of the Union and be represented by the Union before an employee grievance can be referred to arbitration.

27.17

A grievance referred to arbitration can only be withdrawn by the employee with the prior approval of the Union.

Policy Grievance

27.18

A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union and which seeks a declaratory decision. It shall be submitted within thirty (30) calendar days at Step 2 by the Union following the circumstances giving rise to the grievance.

27.19

The Employer shall have the right to file a grievance and a grievance brought by the Employer shall be submitted to the Union within thirty (30) calendar days from when the Employer first becomes aware of the action or circumstances giving rise to the grievance.

27.20

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

28. ARBITRATION

28.01

The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within thirty (30) calendar days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

28.02

If the parties fail to agree on the choice of Arbitrator, they shall forthwith request the Minister of Labour to appoint an Arbitrator.

28.03

The Arbitrator shall have all the powers vested in it by the *Canada Labour Code*, including the authority to determine whether a matter is arbitrable under this Agreement. The Arbitrator shall not change, modify, or alter any of the terms of this contract. This does not preclude the Arbitrator from

substituting—a lesser penalty in discipline matters or reinstating a discharged employee that the Arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits.

28.04

The Arbitrator shall render their award within a reasonable period, as agreed to by the parties.

28.05

The Arbitrator's decision shall be final and binding on both parties.

28.06

Each party shall bear one-half (1/2) of the cost of the Arbitrator.

29. EMPLOYEE STATUS

29.01 (a) Probationary Employees

Any employee entering service with the Employer shall be a probationary employee for a period of six (6) months. Except where otherwise provided, all provisions of this Agreement will apply to probationary employees. A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration. The grievance may be processed at Stage 2 of the grievance procedure. A probationary employee shall have a performance evaluation completed in accordance with **Article 22** at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period an employee's seniority shall be established from first day of

employment.

29.02 Part-Time Employees

(a) **Permanent Part-Time**

A permanent part-time employee is an employee who:

- (i) has scheduled hours of work which are less than those established in the Hours of Work (**Article 30**); and,
- (ii) has established by the Employer, on an annual basis, the average number of hours (at least twenty (20)) to be worked weekly; and,
- (iii) is paid bi-weekly based on actual hours worked during their pay period; and,
- (iv) is paid at the straight-time rate of pay for work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
- (v) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
- (vi) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,

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- (vii) is entitled to benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees, unless otherwise agreed with the Union; and,
 - (viii) has the right to decline work beyond their regularly scheduled part-time hours; and,
 - (ix) is covered by all provisions of this Agreement except as modified in Appendix A and above.

(b) **Casual Part-Time Employees**

A casual part-time employee is an employee who:

- (i) may be utilized on an “on-call basis” or may be scheduled to work without having normal hours of work or days of rest scheduled; and,
- (ii) will not work in excess of seven hundred and eighty (780) hours in a calendar year, excluding hours worked for Snow and Ice Control (SNIC). However, if by September 1st in any year a casual part time employee is approaching seven hundred and eighty (780) hours, the Employer may request from the Local Union an extension of hours for that year. Such extension shall not be unreasonably withheld; and,
- (iii) is paid bi-weekly based on actual hours worked during their pay period; and,
- (iv) is paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees, and at

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- overtime rates for hours in excess of the normal daily or weekly hours; and,
- (v) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
 - (vi) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
 - (vii) is not entitled to benefits as provided in **Appendix A**; and,
 - (viii) is entitled to a salary adjustment of 6% of base pay in lieu of any benefits once the employee has exceeded working 500 hours in each calendar year for the first two (2) years of casual part-time status only. For the third and consecutive years of casual part-time status, the salary adjustment will apply to all hours worked; and,
 - (ix) is entitled to 4% vacation pay and will receive overtime for work performed on a statutory holiday; and,
 - (x) has the right to decline on-call work except during SNIC; and,
 - (xi) does not have the right to decline any scheduled work;

- (xii) will be deemed to be laid-off without severance pay when the employee has not worked for a period of ten (10) consecutive months.

29.03 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) consecutive years the individual will be granted non-probationary indeterminate employment status. Any time spent as a casual part-time employee will reset the three (3) year time period calculation referred to above. Term employees are covered by all provisions of this collective agreement, except the severance pay provisions.

29.04 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 26.12**.

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 37**, they will be provided a salary adjustment in lieu of such benefits.

29.05 Full-Time Employees

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

30. HOURS OF WORK

30.01

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

(a) **Standard Schedule**

- (i) The standard schedule is work customarily performed between the hours of 7:00 a.m. and 6:00 p.m. Monday to Friday inclusive.
- (ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be eight (8) consecutive hours per day and forty (40) hours per week or seven and one-half (7 1/2) consecutive hours per day and thirty-seven and one-half (37 1/2) hours per week depending on the position (as identified at the date of this agreement).

(b) **Extended Schedule**

Hours of work established for employees working in extended operations (ie, weekend and/or more than one shift per day) shall be those specified in **clause 30.01(a)(ii)** and shall average the weekly hours over a maximum fifty-six (56) day cycle.

30.02 Scheduling

- (a) When arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.
- (b) The Employer shall make every reasonable effort:

- (i) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift, unless the employee is working a compressed work week in which case it would be twelve (12) hours between shifts.
 - (ii) to avoid excessive fluctuation in hours of work;
 - (iii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;
 - (iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked.
- (c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- (d) No employee shall be required to work split shifts.

30.03

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

30.04

- (a) The Employer shall schedule hours of work for all employees.
- (b) Shifts will be allocated on an equitable basis amongst

employees governed by the same schedule.

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

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

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

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

Part-time employees will bid on vacation, on the basis of service, amongst other part-time employees in the same position within the department. (See **clause 36.06** for more information on the vacation scheduling process).

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

30.05

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

30.06

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.

30.07 Meal Breaks

- (a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
- (b) Certain continuous operations require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break because they will not be able to leave the work place for a meal break. Subject to **clause 30.07(a)**, a specified meal break shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.

30.08 Rest Periods

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

30.09 Days of Rest

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

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

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

30.10 Flexible Hours

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

30.11 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 30.01(a)(ii)**.

- (b) Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:
 - (i) no shift in excess of twelve (12) hours is involved;
 - (ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
 - (iii) shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months' notice by either party.
 - (iv) the hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days.
 - (v) The Employer shall consult with the Local Union President prior to implementing a compressed schedule.
- (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 31.03(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 14.01 Bereavement Leave With Pay** and **clause 14.07 Leave with Pay for Personal Responsibilities**, a "day" will have the same meaning as the provisions in the Agreement.

30.12

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

31. OVERTIME

31.01 Allocation of Overtime

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

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

31.02 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.

31.03

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;

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- (c) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
 - (d) double time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period. Employees receiving benefits under this provision are not eligible for the benefits under **clause 31.04**.

31.04

- (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 their next regularly scheduled shift, with no reduction of earnings from their regular shift.
- (b) When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the start of the next shift, then the employee will be required to report to work for the remaining balance of their next scheduled shift, after an elapsed time of eight (8) hours after the completion of the call-back overtime. In such case, the employee would not be required to return to work if there are less than two (2) hours remaining on the regularly scheduled shift; and there will be no reduction of earnings from their regular shift.
- (c) This clause does not apply to overtime which is specified to be contiguous with an employee's shift or when overtime is worked on a call-out of three (3) hours or less.
- (d) This clause does not apply to employees receiving

overtime under **clause 31.03(d)**.

31.05

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

31.06

Employees are encouraged to use their compensatory days in the calendar year in which they are earned. Unused compensatory days will be carried forward for use until December 31 of the following year and any unused portion will be paid out the second pay date in March of the subsequent year. Compensatory days will be paid out at the employee's current rate of pay. An employee may request pay out of compensatory days at any time by contacting Human Resources.

31.07

- (a) An employee who works three (3) or more hours of overtime, immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of fourteen dollars (\$14.00), except where free meals are provided

or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees' place of work.

- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of fourteen dollars (\$14.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

31.08

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

31.09

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

31.10

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

32. CALL-BACK PAY

32.01 Call-Back Reporting to Work

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

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

32.02 Call-Back - Remote Location

If an employee is called on a designated holiday, or on a day of rest, or after leaving the workplace subsequent to a normal work day, and the employee may at the Employer's discretion resolve the issue remotely without returning to the workplace, the employee shall be paid the greater of:

- (a) one (1) hour's pay at the applicable overtime rate; or
- (b) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

33. MILEAGE PREMIUM

33.01

When an employee reports for overtime work which is not contiguous to the employee's regularly scheduled shift on that

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

34. STANDBY

34.01

- (a) Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of eighteen dollars (\$18.00) for each eight (8) consecutive hours or portion thereof that they are on standby.
- (b) Where the Employer requires an employee to be available for standby during off-duty hours for winter snow events, the employee shall be entitled to a standby payment of twenty-two dollars (\$22.00) for each eight (8) consecutive hours or portion thereof that they are on standby.

34.02

An employee designated for standby duty, identified on a list, will be available during the period of standby by phone at the contact number provided by the employee 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.

34.03

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 32**.

35. SHIFT PREMIUMS

35.01 Shift Premium

A shift work employee will receive a shift premium of two dollars and fifty cents (\$2.50) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. provided the majority of the employee's regularly scheduled hours occur after 4:00 p.m. Where an employee's regularly scheduled shift commences prior to 6:00am, 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 8:00am, or four (4) hours shift premium pay.

35.02 Weekend Premium

Employees working on extended schedules shall receive an additional premium of two dollars and twenty-five cents (\$2.25) an hour for regularly scheduled straight time hours and overtime hours of work on a Saturday and/or Sunday.

36. VACATION LEAVE

36.01 General

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

36.02 Vacation Year

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

36.03 Vacation Service

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

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

36.04 Vacation Entitlement

Provided that an employee has completed six (6) months of continuous service, the employee may be granted vacation leave in advance of the credits earned during such vacation year, and will be advanced credits equivalent to the anticipated credits for each subsequent vacation year. At the discretion of the VP Human Resources, an employee may be granted vacation leave credits prior to completion of six (6) months of continuous service. If, at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) shift, the entitlement shall be increased to the nearest half (1/2) shift.

36.05 Vacation Leave Credits

- (a) An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rates:
- (i) one and one-quarter ($1 \frac{1}{4}$) days until the month in which the anniversary of the employee's fifth (5th) year of continuous service occurs;
 - (ii) one and two-thirds ($1 \frac{2}{3}$) days commencing with the month in which the employee's fifth (5th) anniversary of continuous service occurs;
 - (iii) two and one-twelfth ($2 \frac{1}{12}$) days commencing with the month in which the employee's fourteenth (14th) anniversary of continuous service occurs;
 - (iv) two and one-sixth ($2 \frac{1}{6}$) days commencing with the month in which the employee's twenty-first (21st) anniversary of continuous service occurs.
 - (v) two and one-quarter ($2 \frac{1}{4}$) days commencing with the month in which the employee's twenty-second (22nd) anniversary of continuous service occurs.
 - (vi) two and one-third ($2 \frac{1}{3}$) days commencing with the month in which the employee's twenty-third (23rd) anniversary of continuous service occurs.
 - (vii) two and five-twelfth ($2 \frac{5}{12}$) days commencing with the month in which the employee's twenty-

fourth (24th) anniversary of continuous service occurs.

- (viii) two and one-half (2 1/2) days commencing with the month in which the employee's twenty-fifth (25th) anniversary of continuous service occurs.

Years of Service	Equivalent Annual Vacation
0-4	15 days
5-13	20 days
14-20	25 days
21	26 days
22	27 days
23	28 days
24	29 days
25	30 days

- (b) In addition to the vacation credits set out in **clause 36.05(a)**, an employee will receive an additional eight (8) hours paid vacation to use at their discretion subject to operational requirements.

36.06 Scheduling

- (a) Employees shall schedule and take all of their vacation leave during the vacation year in which it is earned.
- (b) Subject to operational requirements:

-
- (i) and the following rotational scheduling process, the Employer will make reasonable efforts to grant the employee their vacation leave at the times requested by the employee.
 - (ii) each employee shall select their vacation through a rotational scheduling process, within the employee's department, starting with the employee with the greatest vacation service (as defined in **clause 36.04**) and progressing through to the employee with the least vacation service. Part-time employees will bid on vacation, on the basis of service, amongst other part-time employees in the same position within the department. Each employee may select up to three consecutive weeks of vacation per selection. Following this selection, and where practicable, the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15 and September 15. This selection process will be completed by December 15 for all employees. Employees must schedule all but one (1) week's vacation by December 15. If the one (1) week is not taken during the vacation year it will automatically be carried over.
 - (iii) an employee may request to carry-over in the following vacation year their vacation leave entitlement. If such request is approved by the Employer, the provisions of **clause 36.07** will apply.
 - (iv) if an employee requests their vacation be rescheduled from their original selection, the

Employer shall endeavour to accommodate the request. Such requests should be processed in the order received.

- (c) The administrative details pertaining to this procedure shall be established in consultation with the Union. Please see Hours of Work (27.04) for specific details on vacation selection for part-time employees.
- (d) Employee requests for vacation leave for the week of unscheduled leave outlined above in (b)(ii), shall be processed in the order received. The Employer will respond to these employee requests, in writing, within a reasonable time.
- (e) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

36.07 Carry-Over

- (i) Pursuant to **36.06**, carry-over in excess of one (1) week shall be by mutual consent.
- (ii) Any unused vacation shall be carried over to the following year.

36.08 Displacement of Vacation Leave

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

- (a) is granted bereavement leave, or
- (b) is granted leave because of illness in the immediate family (medical substantiation may be required), or

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

36.09

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

36.10 Leave When Employment Terminates

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

37. INSURANCE PLANS

37.01

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

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- (b) Extended Health: 100% of the premium of an extended health plan providing vision care to a maximum of \$350 per person every twenty-four (24) months, and supplementary medical benefits.

-
- (i) Laser eye correction surgery will not discontinue future claims for eye glasses or contact lenses if prescribed by an ophthalmologist or licensed optometrist.
- (c) Dental Plan: 100% of the premium of a dental plan providing:
- (i) 100% of the current approved schedule of fees for Basic Services;
 - (ii) 60% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$2,000 per person every calendar year.
 - (iii) 50% of the current approved schedule of fees for Orthodontic Services to a lifetime maximum of \$3,000 per person;
- (d) Basic Life Insurance Plan: 100% of the premium of a life insurance plan providing: coverage of 200% of salary and insurance for AD&D and dependent life (spouse: \$5,000; child: \$2,500).
- (e) Long Term Disability: 85% of the premium for a long term disability plan providing 66 2/3 of the employee's current salary.
- (f) Paramedical Expenses: 100% of the premium of a paramedical plan providing 80% of the current approved schedule of fees up to the following:
- (i) \$1,750 maximum for Paramedical - Mental Health and Counselling, and
 - (ii) \$500 maximum per practitioner for all other

paramedical expenses.

- (g) In addition to the changes proposed above the Employer will establish an annual supplementary Health Care Spending Account in the amount of \$750 per year for each employee enrolled in the benefit plan. The HSA will be introduced in Q4 2023 and prorated for the first year. The amount can be utilized on behalf of the employee or their dependents. Any unused annual allotments cannot be carried over.

38. PENSION PLANS

38.01

- (a) Defined Benefit Plan

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

- (b) Defined Contribution Plan

The Defined Contribution Plan covers employees who were hired subsequent to July 1, 1992. Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, 6% of their pensionable earnings. The Employer shall contribute

7% to the member's contributions.

39. TECHNOLOGICAL CHANGE

39.01

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

39.02

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 Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.

39.03

The notice referred to in **clause 39.02** shall be in writing and shall state:

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

39.04

Once the Employer has given the Union the notice described in **clause 39.02**, the Employer shall, on the request of the Union, provide the Union 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.

39.05

During the notice period described in **clause 39.02**, 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.

39.06

Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in **clause 39.02**, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

40. PROFESSIONAL MEMBERSHIP FEES

40.01

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

41. JOINT CONSULTATION

41.01

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

42. BARGAINING UNIT WORK

42.01

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

42.02

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 lay-off or reduction in hours of work of bargaining unit employees.

43. APPRENTICESHIP

43.01

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

43.02

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, the employee may be removed from the program and/or returned to their former position.

43.03

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

43.04 Dual Ticketing

The dual ticket rate of pay shall be provided to employees who, in addition to their current trade ticket, have begun the schooling portion of a second ticket in a trade that the Employer deems of value to the organization.

The dual ticket program does not apply to single ticket Electricians with respect to the rate of pay.

To be eligible for the dual ticketing program, an employee must be permanent full-time and have successfully completed their probationary period.

The Employer shall determine the queue for entry into the apprenticeship schooling. The Employer will consult with the Local Union President on an annual basis regarding the queue and the rationale for the upcoming selection of employees to attend school. This consultation will include a review of the status of each employee in the program as well as any employee refusals to attend school the previous year along with any prerequisite training that may be suggested for employees to improve successful completion of the program. In the event an employee refuses to attend school more than once in the previous year, the Employer, depending on the circumstances, may elect to place the employee at the bottom of the queue for entry or remove them from the dual ticketing program. Removal from the program will result in the loss of the dual ticket rate of pay effective the date of removal. In the event the Local Union President raises concerns regarding the selection process or the removal from the dual ticketing program, they may request an additional meeting with the Employer to discuss the matter further.

44. POSITION CLASSIFICATION

44.01

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

44.02

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

44.03

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

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

44.04

In the event that the Employer denies an employee request for a classification review, the Local Union President may request a consultation with the VP Human Resources, or designate, to discuss the matter. The Local Union President shall provide the rationale including the substantial and material change in duties that might warrant a classification review. The VP Human Resources, or designate, will provide a response within a reasonable period of time. The outcome

of this consultation shall not be grievable.

45. SNOW REMOVAL AUGMENTATION

45.01

To augment the Employer's snow removal capability, the Employer may post Airfield Operations Specialist (AOS) training opportunities for interested employees (including former Airfield Operations Specialists). Such training will be limited to snow removal. Where practicable, the Employer may utilize such qualified employees during major snow removal operations to supplement the regular AOS workforce. Such employees shall be paid the AOS rate or the rate of their current classification, whichever is greater, for all regular hours worked during snow removal and training. In the event such employees work overtime in the AOS classification, they shall be paid the applicable overtime rate of the AOS classification for all hours worked pursuant to **Article 31**. The Employer shall endeavour to allocate overtime opportunities on an equitable basis among qualified employees. All classified AOS employees will, where practicable, be given first opportunity to perform the work. The intent of this Article is not to deny any employee classified as an AOS in Airfield Facilities reasonable overtime opportunities.

46. CONTRACTING OUT

46.01

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

in accordance with **Article 20**.

47. TRANSPORT CANADA REGULATIONS

Both the Employer and the Union declare that work practices shall be governed by the Canadian Aviation Security Regulations (CASR) and Canadian Aviation Regulations (CARS).

48. AGREEMENT REOPENER

48.01

This Agreement may be amended by mutual consent.

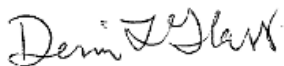
49. DURATION

49.01

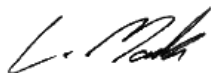
The provisions of this Agreement will expire on December 31, 2026.

Signed June 5, 2023, in Vancouver

For the Union



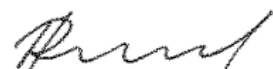
Devin Glass



Chris Monk



Chris Miller



Robyn Renaud



Alex Roth



Barry Tchir



James Mills



Ema Post

For the Employer



Richard Beed



Karen Zygun

**“APPENDIX A”
PERMANENT PART-TIME EMPLOYEES**

GENERAL:

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

1. Statutory Holidays: 5.0% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.
2. Vacation & Sick Leave Entitlement: Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full-time employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.
3. Severance Pay: Where the period of employment consists of any period of part-time employment the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.
4. FRR Entitlement: Prorated in the same proportion as the average weekly hours of work over the previous 12 months as compared with the normal weekly hours of work specified of full-time employees.

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

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

“APPENDIX B” CLOTHING POLICY

1. GENERAL

For the health and safety of employees and the public image of the Employer, the Employer will provide uniforms and protective clothing items to those employees who are required wear such clothing.

2. CLOTHING REVIEWS

A sub-committee of the Joint Occupational Safety and Health Committee will meet within six months of ratification to determine allotments, cleaning and replacement cycles and will meet annually thereafter to review the Employer’s clothing policy and recommend changes.

Minutes will be recorded and kept on file. Copies of minutes will be posted for the information of employees.

3. CURRENT CLOTHING PROVIDED

Group	Items
Terminal Duty Officers	Blazer Pants/Skirt Shirts Ties (optional) Vest Sunglasses (for those who work outside) Parka or Bomber Jacket (for those who work outside) Safety Footwear
Airside Safety Officers	TBD
Airfield Operations Specialists,	Coveralls

<p>Skilled Trades, and Signmakers</p>	<p>Shirts Pants Summer Jacket Rain Wear Safety Footwear (CSA compliant) Sunglasses (for those who work outside) Parka or Bomber Jacket (for those who work outside)</p>
<p>Storekeeper</p>	<p>Uniform Safety Footwear</p>

The Employer shall provide employees who are required to wear safety footwear with suitable safety footwear every two (2) years or earlier if replacement is needed due to damage. The current amount for safety footwear is \$175.00 every two years or as needed if replacement is needed due to damage.

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

**“APPENDIX C”
ANNUAL SALARY SCHEDULES**

4.25% Increase Effective January 1, 2023

Band	Hours/Week	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5	41,026	43,283	45,664	48,174	50,823	53,618
2	37.5	46,494	49,054	51,752	54,595	57,597	60,768
	40.0	49,594	52,324	55,202	58,235	61,437	64,819
3	37.5	51,967	54,822	57,836	61,022	64,374	67,916
	40.0	55,431	58,487	61,692	65,090	68,666	72,444
4	37.5	55,659	58,717	61,948	65,353	68,948	72,738
	40.0	59,367	62,632	66,075	69,713	73,542	77,591
5	37.5	59,703	62,988	66,449	70,106	73,963	78,031
	40.0	63,683	67,187	70,883	74,783	78,895	83,234
6	37.5	66,514	70,173	74,031	78,103	82,400	86,930
	40.0	70,948	74,852	78,967	83,310	87,890	92,725
7	37.5	70,423	74,297	78,385	82,696	87,243	92,044
	40.0	75,119	79,253	83,613	88,210	93,060	98,178
8	37.5	79,151	83,503	88,096	92,941	98,052	103,445
	40.0	84,426	89,070	93,969	99,133	104,591	110,340
9	37.5	85,991	90,718	95,708	100,970	106,522	112,383
10	37.5	89,572	94,494	99,692	105,177	110,964	117,062
11	37.5	95,451	100,700	106,238	112,082	118,246	124,748

2.25% Increase Effective January 1, 2024

Band	Hours/Week	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5	41,949	44,257	46,691	49,258	51,967	54,824
2	37.5	47,540	50,158	52,916	55,823	58,893	62,135
	40.0	50,710	53,501	56,444	59,545	62,819	66,277
3	37.5	53,136	56,055	59,137	62,395	65,822	69,444
	40.0	56,678	59,792	63,079	66,555	70,210	74,074
4	37.5	56,911	60,038	63,342	66,823	70,499	74,375
	40.0	60,703	64,041	67,562	71,282	75,197	79,337
5	37.5	61,046	64,405	67,944	71,683	75,627	79,787
	40.0	65,116	68,699	72,478	76,466	80,670	85,107
6	37.5	68,011	71,752	75,697	79,860	84,254	88,886
	40.0	72,544	76,536	80,744	85,184	89,868	94,811
7	37.5	72,008	75,969	80,149	84,557	89,206	94,115
	40.0	76,809	81,036	85,494	90,195	95,154	100,387
8	37.5	80,932	85,382	90,078	95,032	100,258	105,773
	40.0	86,326	91,074	96,083	101,363	106,944	112,823
9	37.5	87,926	92,759	97,861	103,242	108,919	114,912
10	37.5	91,587	96,620	101,935	107,543	113,461	119,696
11	37.5	97,599	102,966	108,628	114,604	120,907	127,555

2.25% Increase Effective January 1, 2025

Band	Hours/Week	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5	42,893	45,253	47,742	50,366	53,136	56,058
2	37.5	48,610	51,287	54,107	57,079	60,218	63,533
	40.0	51,851	54,705	57,714	60,885	64,232	67,768
3	37.5	54,332	57,316	60,468	63,799	67,303	71,006
	40.0	57,953	61,137	64,498	68,052	71,790	75,741
4	37.5	58,191	61,389	64,767	68,327	72,085	76,048
	40.0	62,069	65,482	69,082	72,886	76,889	81,122
5	37.5	62,420	65,854	69,473	73,296	77,329	81,582
	40.0	66,581	70,245	74,109	78,186	82,485	87,022
6	37.5	69,541	73,366	77,400	81,657	86,150	90,886
	40.0	74,176	78,258	82,561	87,101	91,890	96,944
7	37.5	73,628	77,678	81,952	86,460	91,213	96,233
	40.0	78,537	82,859	87,418	92,224	97,295	102,646
8	37.5	82,753	87,303	92,105	97,170	102,514	108,153
	40.0	88,268	93,123	98,245	103,644	109,350	115,362
9	37.5	89,904	94,846	100,063	105,565	111,370	117,498
10	37.5	93,648	98,794	104,229	109,963	116,014	122,389
11	37.5	99,795	105,283	111,072	117,183	123,627	130,425

2.75% Increase Effective January 1, 2026

Band	Hours/Week	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	37.5	44,073	46,497	49,055	51,751	54,597	57,600
2	37.5	49,947	52,697	55,595	58,649	61,874	65,280
	40.0	53,277	56,209	59,301	62,559	65,998	69,632
3	37.5	55,826	58,892	62,131	65,553	69,154	72,959
	40.0	59,547	62,818	66,272	69,923	73,764	77,824
4	37.5	59,791	63,077	66,548	70,206	74,067	78,139
	40.0	63,776	67,283	70,982	74,890	79,003	83,353
5	37.5	64,137	67,665	71,384	75,312	79,456	83,826
	40.0	68,412	72,177	76,147	80,336	84,753	89,415
6	37.5	71,453	75,384	79,529	83,903	88,519	93,385
	40.0	76,216	80,410	84,831	89,496	94,417	99,610
7	37.5	75,653	79,814	84,206	88,838	93,721	98,879
	40.0	80,697	85,138	89,822	94,760	99,971	105,469
8	37.5	85,029	89,704	94,638	99,842	105,333	111,127
	40	90,695	95,684	100,947	106,494	112,357	118,534
9	37.5	92,376	97,454	102,815	108,468	114,433	120,729
10	37.5	96,223	101,511	107,095	112,987	119,204	125,755
11	37.5	102,539	108,178	114,126	120,406	127,027	134,012

In addition to the provisions of **clause 20.01** and Appendix “C”, a cost-of-living payment will be allocated to each employee effective January 1, 2025, subject to the provisions of this section. This payment will be based on the 12-Month Average All-Items Index for Vancouver as of the end of December of each year produced by BC Stats using Statistics Canada CANSIM Table 18-10-0004-01 (hereinafter referred to as “CPI”) and calculated as follows: The year-over-year monthly CPI increase in each month from January 2023 through December 2024 shall be averaged and compared with the average in wage increases identified in **clause 20.01** and Appendix “C” over the two (2 years) from January 1, 2023 to December 31, 2024. In the event the aforementioned average CPI increase exceeds the average annual increase for the two-year period, the Employer shall add this difference to the percentage wage increase identified in **clause 20.01** and Appendix “C”, effective January 1, 2025.

In addition to the provisions of **clause 20.01** and Appendix “C”, a cost-of-living payment will be allocated to each employee effective January 1, 2026, subject to the provisions of this section. This payment will be based on the 12-Month Average All-Items Index for Vancouver as of the end of December of each year produced by BC Stats using Statistics Canada CANSIM Table 18-10-0004-01 (hereinafter referred to as “CPI”) and calculated as follows: The year-over-year monthly CPI increase in each month from January 2023 through December 2025 shall be averaged and compared with the average in wage increases identified in **clause 20.01** and Appendix “C” over the three (3 years) from January 1, 2023 to December 31, 2025 and any CPI adjustment added in year 3 related to the 2-year CPI average adjustment above. In the event the aforementioned average CPI increase exceeds the average annual increase, including any CPI adjustment added effective January 1, 2025 related to the 2-year CPI average

adjustment above, for the three-year period, the Employer shall add this difference to the percentage wage increase identified in **clause 20.01** and Appendix “C”, effective January 1, 2026.

**“APPENDIX D”
YVR FIRE AND RESCUE**

The provisions set out in this Appendix F apply to all Fire and Rescue employees and are intended to supplement the provisions contained in this agreement signed by the Airport Authority and the Union on January 11, 2023.

Given the status of the current pilot program regarding shift lengths for Firefighters, the parties agree that, in the event it is determined to continue with the shift lengths after the pilot program, they will meet and make any required consequential amendments to the terms of the collective agreement to apply to Firefighters.

In November 2022, the Employer committed to increasing the levels of service in the department with the goal of supporting the full range of aircraft at the airport and reducing the requirements placed on municipal first responders.

To that end, the parties agree that so long as the Airport remains at the current CAT-10, at a minimum, the current staffing levels as at December 2022 in Fire and Rescue will be maintained. The initial commitment, unless otherwise determined by the Employer, is that the normal complement of fire fighters in each crew at the airport will be: twelve (12) Firefighters including two (2) Fire Officers (Lieutenants/Captains or acting Captains/Lieutenants). The parties recognize that there will be a phasing-in period required before the Employer is able to meet its initial commitment. The Employer endeavours to further increase the normal complement.

The Employer agrees to meet and discuss with the Union on a quarterly basis its progress towards the stated goals of hiring

additional Fire and Rescue staff prior to the expiry of this collective agreement.

Article 12 Education Leave

Mandatory Training

Notwithstanding the provisions of Article 23, for mandatory training (regulatory, safety, current job specific) requiring travel, the Employer will endeavour to schedule such training on days of rest.

Article 20 Acting Pay

20.11 (c) When a Firefighter or Lieutenant is required by the Employer to substantially perform the duties of a position in a higher rated salary band in an acting capacity is entitled to acting pay for all hours worked in the higher rated salary band.

20.11 (d) A Fire Fighter receiving Officer training to act as an Acting Officer will be entitled to an annual premium of \$2,250.00, pro-rated and paid monthly in the amount of \$187.50. Once qualified as an Acting Officer, clause 20.11(c) will apply.

Article 28 – Employee Status

Probationary Firefighters

Initial Training Period

All new employees being trained as Firefighters shall be considered probationary employees and shall complete a twelve (12) month probationary period.

Annual Qualification Requirements

All employees are required to meet and maintain annual medical and physical fitness qualifications. The Annual Fitness Assessment process is outlined in the MOU dated July 7, 2021. The parties agree that different service providers may be used other than the ones named in the MOU after the Employer has consulted with the Union.

Crew Transfers

In the event the Employer determines a crew transfer may be required, it will meet with any potentially affected employees and endeavor to obtain a qualified volunteer to transfer, and in the event there are no such volunteers the employee to be assigned will have the least seniority, subject to the employee having the necessary skills, qualifications, abilities and experience for the assignment.

Article 30 – Overtime

Overtime Allocation

Unless otherwise determined by the Employer, once the commitment regarding staffing levels has been met, if the crew complement falls below the normal complement of staff, overtime will be required.

The parties reaffirm the need for overtime to be distributed on a fair and equitable basis. Normally, the Resource Planner is responsible for the assignment of overtime during the Resource Planner's regular hours of work. When the Resource Planner is not available, the on-duty Captain or another Officer on duty will be responsible for the assignment of overtime and will use the same process as that used by the Resource Planner.

The Employer will share the existing plan used for the allocation of overtime. The employer agrees to consult with

the Union to develop a process regarding a fair and equitable distribution of overtime.

Article 36 Vacation Leave

Normally, up to two (2) employees per crew may be granted vacation leave at any one time based on the current staffing levels as at December 2022. Subject to operational requirements and staffing increases, this number may be increased. The Employer will meet with the Union annually in September prior to the completion of the vacation scheduling process in order to determine the upward adjustment, that could be made based on additional hiring.

Current Clothing/Personal Protective Equipment Issue

The parties agree that any additional provisions will be discussed by the H&S clothing sub-committee.

For the health and safety of employees and the public image of the Employer, the following uniforms and protective clothing will be provided on an individual basis to those employees who are required to wear them on duty. Employer will provide all critical life safety personal protective equipment.

Uniform	Initial Issue	Replacement Cycle
Pants (cargo)	7	2 every year
Shirts (button SS)	7	2 every year
T-Shirts	4	4 every year
Jacket (rain)	1	As needed
Jacket (fleece) or work shirt	1	As needed
Station Boots	1	Every 2 years up to \$175 per reimbursement

Officer Items	Initial Issue	Replacement Cycle
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Epaulets	2	As needed
Collar Dogs	2	As needed

Residency Requirement

The parties recognize the need for employees in Fire and Rescue to be able to respond within a reasonable period of time to the Airport. The current residency requirement is based on reasonable response time, however, the parties agree there is a need to review this requirement and discuss whether there are alternatives that will meet the needs of the Employer and allow employees the opportunity to reside outside of designated areas.

In the interim, the Employer and the Union agree to review on a case by case basis any employees wishing to reside outside the designated areas.

**Letter of Understanding
Re: Snow Removal Augmentation
April 24, 2013**

The parties have agreed to provide opportunities to the maintenance employees to participate in the Snow Removal Augmentation program as outlined in the Collective Agreement, Article 45.

In addition to Article 45, the parties have agreed to the following:

1. Once an employee is accepted into the program and provided training by the Employer, the employee will not be able to withdraw from the program for the current season.
2. Overtime for snow events will be deemed mandatory for employees in the snow augmentation program. The Employer may utilize the standby provisions of the Collective Agreement.
3. This Letter of Understanding will expire on December 31, 2022.
4. Overtime, if banked by the employee, will not be prorated. As such, an employee may bank 17.25 hours if working an 11.5 hour shift at time and one-half, and may bank 23 hours if working an 11.5 hour shift at double time.
5. Overtime paid out, even if previously banked, will be as per Article 45.

6. This agreement is contingent on the complement of fifteen (15) employees remaining in the program for the current season, unless the parties agree otherwise.

Letter of Understanding Re: Committees

During the 2022 set of negotiations, the parties agree there is a mutual benefit to be derived from a joint approach to exploring the following topics and have decided to establish a joint committee(s) to consider alternatives to the current provisions set out in the Collective Agreement pertaining to the following topics:

1. **Compressed and/or hybrid work opportunities**

The mandate of the committee would be to explore and pilot opportunities for flexible and compressed hours of work schedules. Such work would be in conjunction with, but not restricted by **clauses 30.10 & 30.11**. The committee will also consider hybrid work arrangements and the continuation or replacement of the current LOU: Work from Home Arrangements.

2. **Winter Operations Plan/ Snow Removal Augmentation Program**

The mandate of the committee would be to develop a staffing plan prior to 2023/24 winter operations by July 1, 2023. This will include but not be limited to discussions regarding **clause 34.02** staffing for standby, assignment of standby duties, consideration of appropriate rest periods, and days of rest. The opportunities for supplementing the existing complement of employees with seasonal /casual employees will also be discussed by the committee.

Further, the mandate of the committee is to consider the expansion of the above noted program to include other departments in relation to Article 45.01 and other applicable articles. The committee may also

consider other augmentation initiatives.

In the interim, the parties agree to extend the current LOU to the end of the 2022/23 season.

3. Classification/Job description

The parties agree to work together to update the current classification and JIQ process and referenced in Article 44 and Appendix C of the Collective Agreement. This work will be completed prior to the expiry of this Collective Agreement unless otherwise agreed to.

The mandate of the committee would be to discuss the above, with a view to develop or pilot more accessible materials and documentation that better reflects the variety of the work performed by employees. This will be done in a manner which is free of bias and reflects the relative value of each job within the Airport.

Further, the parties agree to

- (a) Develop a communications plan in order to keep the Union local and its members informed on the progress of the work undertaken by the Committee.
- (b) Provide training on any updated Classification or Job Profile processes.
- (c) Consider the establishment of a new system or additional pay levels based on the discussions above and 5 below will apply.

4. The committee(s) may be a subcommittee of the

Union-Management Committee and/or the Health and Safety Committee and will be comprised of equal numbers of union representatives and management representatives. The committee(s) will meet no later than 6 months after the ratification of the collective agreement.

5. In the event the committee(s) agree to implement new practices or procedures, or agree to any other changes prior to the expiry of the current agreement, a Letter of Understanding will be developed and implemented to reflect those new practices or procedures or; depending on the circumstances, Article 48 [Agreement Re-opener] may apply.

**Letter of Understanding
Re: Mediation**

Mediation

The Union and the Employer may within ten (10) calendar days after the date in which the final Level 2 response has been received, jointly submit a request to the Federal Conciliation and Mediation Services (FMCS) for mediation assistance. In the case where such a request is jointly submitted, it is understood by the parties the referral to arbitration timelines in **clause 27.19** will be suspended during this step.

If the mediation is unsuccessful in resolving the grievance, then either party may invoke the Arbitration Procedure as per **clause 27.19** within twenty (20) calendar days of the conclusion of the mediation process.

Failure by either party to apply for arbitration within the prescribed time limits as above shall be deemed to have abandoned the grievance unless, due to circumstances beyond their control, the party was unable to comply with the prescribed time limits.

Letter of Understanding Re: Pension Alternatives

The Employer is committed to working toward the implementation of a retirement plan with lifetime pension income, such as the CAAT DBplus plan, for all eligible permanent employees provided there is no additional cost to the Employer, apart from the administrative costs as may normally be incurred in the transfer from one benefit provider to another.

The parties agree to establish a joint committee of equal numbers of Union and Employer representatives as selected by each party to explore alternatives to the current plan, including the CAAT DBplus plan.

The committee will be co-chaired by Union and the Employer and may invite other representatives to meetings of the committee to provide required expertise or perspectives.

The parties agree to commence meetings no later than Q1 2024 and complete their work within twelve months of the commencement of the work.

Evaluation Criteria

The committee will consider relevant evaluation criteria including but not limited to:

- Plan viability
- Recognition by the appropriate Financial Superintendent
- MER – Management Expense Ratios
- Identification of lifetime pension income options under the current plan to be compared against the projected

rate of return net of pre and post retirement fees of other plans

- Access to higher yielding and/or lower risk investments than available to individuals (e.g. private equity, infrastructure, real estate)
- Economies of scale as they relate to investment and administration fees
- Benefit levels as compared to the current plan
- Impact on employees remaining in the current Defined Contribution plan

If at least two-thirds of the joint committee conclude after its review, that there are no plans demonstrably superior to the current Defined Contribution plan, the committee will meet again when new products are introduced in the market.

Implementation

If a plan is selected, it will replace the current Defined Contribution Plan. Permanent employees hired after the date of implementation will be enrolled in this plan.

Pension plan contributions will total no less than the current shared contributions of 13% (7% by the employer and 6% by employee) unless higher future contribution rates are mutually agreed to by the parties.