

1 FIREFIGHTER BARGAINING UNIT

SOURCE	Prison		
EFF.	93	07	01
TERM.	95	06	30
No. OF EMPLOYEES	48		
NOMBRE D'EMPLOYÉS	48		

FIREFIGHTERS COLLECTIVE AGREEMENT

This agreement made this _____ day of September, 1994

by

and between the:

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

and the

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

AUG 21 1994

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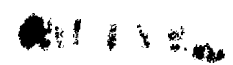
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FIREFIGHTERS AGREEMENT**1. PURPOSE & SCOPE****1.01**

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

2. MANAGEMENT RIGHTS**2.01**

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

2.02

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

3. RECOGNITION**3.01**

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

4. EMPLOYEE REPRESENTATIVES**4.01**

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

4.02

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

4.03

The Employer will grant leave with pay to **one (1)** employee during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance until the expiry date of the current collective agreement.

4.04

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

4.05

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

4.06

- (a) The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the Alliance within one month after notice is given to the Employer of such election or appointment. The duration of such leave shall be for the period the employee holds such office.
- (b) An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification **and** level, **and** the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

4.07

The Employer shall allow new employees at the time of their orientation, fifteen (15) minutes to meet with a representative designated by the Union.

5. USE OF EMPLOYER FACILITIES**5.01**

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

5.02

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

5.03

The Employer shall provide the Alliance with access to a photocopier, space for and a filing cabinet, and use of YVRAA premises for general membership meetings at no cost to the Union.

6. CHECK-OFF**6.01**

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

6.02

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

6.03

The Alliance shall inform the Employer in writing of the 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 full calendar month of employment to the extent **that** earnings are available.

6.05

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

6.06

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

6.07

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

6.08

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

6.09

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

7. INFORMATION

7.01

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

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

The Employer agrees to provide the President **of** the Local Union of the Alliance with a copy of the YVRAA organization chart and the Human Resource Policy Manual, as amended from time to time. Such information **shall** not be included in, nor form part of, the collective agreement.

7.04

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

8. STRIKES AND LOCKOUTS

8.01

There shall be no strikes or lockouts (**as** defined in the **Canadian 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 YVRAA premises.

8.03

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

9. NO DISCRIMINATION

9.01

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

Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner

consistent with applicable human rights legislation.

- (b) In the event of a violation of this Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the **Canadian Human Rights Act**.
- (c) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.
- (d) There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.

10. SEXUAL HARASSMENT

10.01

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

10.02

Complaint Procedure:

- (a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, may contact a Human Resource Representative who will:
 - (i) investigate the matter, and
 - (ii) maintain a strict degree of confidentiality with the employee concerned; and
 - (iii) take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

10.03

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

11. DESIGNATED PAID HOLIDAY**11.01**

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

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

11.02

An employee absent while in receipt of LTD or WCB benefits or on an approved leave of absence without pay on both the working days immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, or lieu day compensation, unless the employee is on union leave without pay under **clause 4.05**.

11.03

The following applies to employees not working on a platoon schedule:

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

When two (2) days designated as holidays under **clause 11.01** coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.
- (b) When a day designated as a holiday for an employee is moved to another day under the provisions of **clause 11.03(a)**, 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.
- (c) An employee who works on a holiday shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in

addition to the pay that the employee would have been granted had he/she not worked on the holiday,

or

upon request, and with the approval of the Employer, the employee may be granted:

- (i) a day 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.
- (d)
- (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (ii) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 11.03(c) shall be the rate in effect when the lieu day was earned.
- (e) When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of **clause 11.03(c)** or three (3) hours pay at the applicable overtime rate of pay.

11.04

For employees working on the platoon schedule:

- (a) The designated paid holidays in a calendar year shall be anticipated to the end of the year and "lieu day" credits established. Each calendar year shall be deemed to include eleven (11) designated paid holidays.
- (b) Each employee shall select the method of lieu day compensation which he/she prefers. Such selection shall be made as of January 15, and shall remain valid for the following year.
- (c) The employee shall select one of the following methods of lieu day compensation:
 - (i) cash payment at twelve (12) hours at time and one-half (1 1/2) pay for each of the eleven (11) designated holidays;
 - (ii) lieu leave of one (1) shift for each of the eleven (11) designated holidays;

or

- (iii) combination of cash payment and lieu leave.
- (iv) cash payments will be made at the end of the calendar year.
- (d) The employee shall make such selection known to the Employer and in the manner required by the Employer.
- (e) In the event the employee fails to make the selection referred to above, the method of compensation shall be determined by the Employer.
- (f) An employee who has elected the lieu leave method shall have his/her lieu days scheduled in the calendar year in which they are credited to him/her. In scheduling such lieu days the Employer shall, subject to the operational requirements of the service:
 - (i) schedule an employee's lieu days on the dates requested when such a request is made in writing thirty (30) days in advance;
 - (ii) schedule any remaining lieu days after consulting with the employee, if as of June 1 the Employer has been unable to accommodate an employee's request or no request has been filed; such schedule shall be subject to at least twenty-eight (28) days advance notice;
 - (iii) provide by mutual agreement lieu days requested on shorter notice, notwithstanding the above.
- (g) Lieu days may be granted as an extension to vacation leave or as occasional days.

11.05

- (a) An employee working on a platoon schedule who opts for lieu day compensation pursuant to **clause 11.04(c)(ii)** and who works on his or her regularly scheduled designated holiday shall be paid at the rate of one and one-half (1 1/2) times his or her regular rate of pay for all regularly scheduled hours worked and two (2) times his or her regular rate thereafter.
- (b) An employee working on a platoon schedule who opts for lieu day compensation pursuant to **clauses 11.04(c)(i) and (iii)** and who works on his or her regularly scheduled designated holiday shall be paid at his or her regular rate of pay for all regularly scheduled hours worked and two (2) times his or her regular rate thereafter.
- (c) An employee working on a platoon schedule who is required to report for work on a designated holiday which falls on the employee's day of rest shall be paid in accordance with **clause 28.04** of the Overtime Pay Article or in accordance with **clause 29.01** of the Call-Back Pay Article, whichever is greater.

12. OTHER LEAVE WITH OR WITHOUT PAS**12.01 Bereavement Leave With Pay**

- (a) For the purpose of this clause, immediate family is defined as Father, Mother (or alternatively Stepfather, Stepmother, or Foster Parent), Brother, Sister, Spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four (4) consecutive calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. The employee may, at the Employer's discretion, be granted up to three (3) days travel leave with pay to attend the funeral where distances so warrant.
- (c) An employee is entitled to one (1) day's bereavement leave in the event of the death of his or her grand-parent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (d) If, during a period of **scheduled** vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- (e) On request, the V.P. **Human** Resources may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

12.02 Maternity Leave Without Pay

- (a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and *not to exceed fifty-two (52) weeks* in total subsequent to the termination of the pregnancy and subject to **clause 12.04**.
- (ii) Where the employee's newborn child **is** born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization **has** ended and remain on maternity leave to the extent provided in (i) above.
- (iii) An employee may elect to use earned vacation and compensatory leave credits **up** to and beyond the date that the pregnancy terminates.
- (iv) A pregnant employee may be eligible for sick leave benefits under **Article 13**, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.
- (b) An employee shall inform the Employer in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there **is** a valid reason why that notice cannot be given.

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

12.03 Paternity Leave and Adoption Leave Without Pay

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

12.04

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

12.05

Maternity leave, paternity leave and adoption 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.

12.06

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

12.07

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

12.08

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

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

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

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

- (f) time spent on such leave shall not be counted for pay increment or severance purposes

12.10 Leave With Pay for Family-Related Responsibilities

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

12.11 Court Leave

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

- (a) for jury selection or duty;
- (b) for attendance ~~as~~ a subpoenaed witness except where the employee is a principal or is called as a witness on his or her own behalf.

12.12 Injury-on-duty Leave

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

12.13 Education Leave

- (a) An employee may be granted education leave without pay for varying periods of **up** to one (1) year, which **may** be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which the Employer agrees will enhance the employee's present role or provide a required service in the future.
- (b) The parties agree to develop a deferred salary plan for career development leave consistent with the provisions of the *Income Tax Act* and other leave provisions of the Collective Agreement.

The plan shall:

- i) be effective within six (6) months of the signing of this Agreement,
- ii) be available to employees having two (2) years of service,
- iii) provide leave subject to operational requirements, and the temporary employee provisions of clause **26.02**, and
- iv) form part of the Agreement.

13. SHORT TERM SICK LEAVE PROGRAM

13.01

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

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

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

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

Fraudulent use of sick leave shall be subject to the appropriate discipline.

No payment shall be made under this Article in respect of injuries arising in the course of other employment.

14. LAYOFF/RECALL AND SEVERANCE PAS

14.01 Notice of Layoff

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

14.02

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

14.03

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

14.04 Voluntary Severance

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

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

14.05

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

14.06

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

- (a) accepting layoff and retaining the right of recall for **up** to one (1) year; or
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay outlined below; or
- (c) displacing an employee with less service in any equivalent or lower rated position formerly held by the employee subject to layoff, providing such employee has the ability to perform the job. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee; or
- (d) displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform

the job or may qualify within a training period not to exceed three (3) months and is unable to exercise rights under **clause 14.06 (c)** above. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee: or:

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

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

14.07

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

14.08

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

14.09

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

14.10

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

14.11

Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the one hundred and twenty (120) day period in **clause 14.01** for which the employee is qualified to perform the work or could qualify within a three (3) month training period. The staffing provisions of this Agreement will not apply in these circumstances.

14.12 Recall

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

14.13 Severance

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

14.14

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

14.15

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

15. SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT

15.01

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

15.02

When an employee retires from the YVRAA at age fifty-five or over, he or she is entitled to severance.

16. LOSS OF SERVICE

16.01

Service and employment will be terminated when an employee:

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

17. PAY ADMINISTRATION

17.01

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

17.02

Upon initial appointment, an employee shall be paid the incremental rate within the range deemed appropriate by the Employer but in no case shall the employee be paid at less than the minimum rate.

17.03

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 at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.

17.04

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

17.05

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

17.06 Pay Increments

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is one (1) year except for the FR-Recruit classification which has six (6) month periods.

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

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.
- (c) The Employer may withhold a pay increment from an employee if the employee is not performing the duties of the position satisfactorily. When the Employer intends to withhold a pay increment from an employee, the Employer shall give the employee notice in writing of the intention to do so at least two (2) weeks and not more than six (6) weeks before the due date for the pay increment.

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

- (d) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

17.07

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

17.08

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.

17.09

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

17.10

When an employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity and performs those duties for at least one (1) full shift, the employee shall be paid acting pay calculated from the date on which he or she commenced to act in accordance with **clause 17.03**. An employee acting in a higher rated position shall continue to be entitled to his or her pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position his or her acting rate of pay will be adjusted accordingly.

17.11

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.

17.12

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

17.13

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.

18. TRAVELLING TIME

18.01

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

- i) A day of rest. time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of eight (8) hours pay.
 - ii) A designated holiday, time spent in travel shall be considered time worked, and shall be paid at overtime rates to a maximum of eight (8) hours straight time pay.
 - iii) A normal working day on which the employee travels but does not work, the employee **will** receive his or her regular pay for the day.
 - iv) A normal working **day** in which the employee works and travels, **the** employee **will** be paid
 - a) his/her regular pay for the day
- and**
- b) pay for travel outside of the normal hours of work to a maximum of two (2) hours straight time pay.

18.02

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.

18.03

The Employer will reimburse employees for reasonable expenses incurred travelling on Company business including meals, commercial accommodations, and mileage (32 cents per kilometre) for approved use of the employee's personal vehicle.

19. SUSPENSION AND DISCIPLINE

19.01

An employee may be disciplined for just cause. When an employee is suspended from **duty**, or discharged, the Employer undertakes to notify the employee in writing of the reason within a reasonable period of time.

An employee who does not receive the written reason for suspension, or discharge, at the time of his or

her suspension, or discharge, shall be deemed suspended with pay until the written notice is received.

19.02

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

19.03

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 the local President that such investigation has commenced.

19.04

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

20. EMPLOYEE PERFORMANCE REVIEW**20.01**

The purpose of **an** employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and **will** include discussion of strengths and opportunity areas for improved performance. ~~Should~~ the employee not meet the standards of performance expected of him/her, these standards **will** be discussed and recommendations made to improve performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis. In cases where an employee **has** worked on several projects **on** a project management basis, input from more than one manager will form part of the employee's performance appraisal.

20.02

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

20.03

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

20.04

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

21. HEALTH AND SAFETY

21.01

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.
- (b) Both the Employer and the Alliance declare **their** intent to develop and maintain a safe workplace and agree that **work** practices shall be governed by the **Canada Labour Code** and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee.
- (c) The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a joint Health and Safety Committee shall be established consisting of three (3) representatives of the Employer and three (3) employees appointed by the Alliance.
- (d) When a pregnant employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement.

22. STAFFING PROCEDURE

22.01

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

22.02

The postings shall be for a minimum of ten (10) calendar days and not to exceed twenty (20) calendar days. The closing date shall be identified on all posters.

22.03

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.
- (c) The requirement that the Employer's fitness standard for firefighters be attained.
- (d) Such qualifications will not be established in an arbitrary or discriminatory manner.

22.04

A copy of the poster shall be forwarded to the Union prior to the posting.

22.05

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.

22.06

The Employer is entitled to seek and consider applications from outside the bargaining unit.

All employees of the YVRAA are eligible to compete for the posted firefighter positions.

22.07

The vacancy shall be filled on a comparison of the candidates qualifications. Where it is found that two or more candidates are relatively equal then the candidate with the greater length of service shall be awarded the position.

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

OFFICER POSITIONS

22.08

- (a) All employees who have a minimum of five (5) years full-time experience as a firefighter in fire rescue services, with a minimum of three (3) years experience in the YVRAA Fire Rescue department, are eligible to compete for Officer positions provided they meet the minimum qualifications.
- (b) The candidates must successfully complete the Fire Officer Training Program, once developed, in order to compete for the Officer's positions.
- (c) Subject to unforeseen operational requirements, training opportunities within the Fire Officer

Training Program shall be offered to employees, who have declared an interest, on the basis of length of service in the YVRAA Fire Rescue service.

- (d) Permanent vacant Officer positions shall be filled having regard to the candidates qualifications, including technical proficiency and satisfactory job performance. Where it **is** found that two or more candidates are relatively equal then the candidate with the greater **length** of service shall be awarded the position.
- (e) In the event that no internal candidate is suitable, the Employer may re-post the position, or upon consultation **with** the Union, seek and consider applications from outside the bargaining unit for Officer positions.
- (f) Temporary vacant Officer positions **shall** be filled **from** a pool of firefighter employees who have successfully completed the Fire Officer Training Program (once developed). These vacancies shall be staffed on a rotational basis **from** the pool of firefighters on the shift where the vacancy occurs and, if not operationally possible, then **from** the pool of trained firefighters. The employee in the acting position shall be paid at the rate of pay in the acting position that he/she would receive if the employee had been permanently appointed to the position.

22.09

Length of service is defined **as** the length of continuous employment with the YVRAA Fire Rescue Service inclusive of Fire Rescue Service with the Vancouver International Airport prior to July 1, 1992, provided that the employee accepted the offer of employment **from** the YVRAA at the time of transfer **from** the Federal Government. Employment is continuous 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.

22.10

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

22.11

Joint Union-Management advisory committees shall be established to provide input to fitness standards and to the Fire Officer Training Program. The Fire Officer Training Program is planned to be implemented January 1, 1994.

22.12

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

23. PROMOTIONAL SERVICE

23.01

An employee promoted to a position, whether included or excluded from the bargaining unit, who either elects to return or is demoted to his/her former position prior to the expiry of one (1) year from the date of the promotion shall suffer no loss of service. In the event the employee elects to return or **is** demoted to his/her former position after the expiration of one (1) year, the employee's service shall be his/her service accrued at the date of promotion plus one (1) year.

24. GRIEVANCE PROCEDURE

24.01

If a difference arises between:

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

concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s), the Union or the Employer shall have the right to file a grievance. Nothing in this provision deprives employees of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.

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

24.02

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

Stage 1 Prior to submitting a written grievance, and within ten (10) days of the matter giving rise to the difference, or within ten (10) days, of the employee becoming aware of the matter giving rise to the difference, the employee will first try and resolve the difference by king with his or her immediate Superintendent. The Superintendent will respond verbally to the issue within ten (10) days of the meeting with the employee. In calculating the ten (10) day period referred to above only days during which the employee is actively at work shall be counted. Where an employee commences a leave period during the ten (10) day period, calculation of the time in which the employee has to file the grievance will be suspended. Upon return to work the employee shall have the balance of the ten (10) day period as calculated above in which to file the grievance. The Superintendent will document grievances resolved at Stage 1, specifying the contract clause involved and the agreed upon remedy. A copy will be distributed to the Union.

Stage 2 If the grievance is not settled to the employee's satisfaction at Stage 1, then, within ten (10) days after the expiry of time limits set out in Stage 1, the employee may submit a written grievance to the Area Manager, including the redress requested. Within ten (10) days of the receipt of the grievance, the Area Manager shall give written response delivered confidentially only to the employee and the Union representative and Human Resources representative.

24.03

if the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within twenty (20) days of the expiry of the time limits set out in Stage 2.

24.04

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

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

24.05

A grievance initiated by the Employer or the Union, or a grievance involving the termination of employment, posting, safety or health or sexual harassment, shall be processed at Stage 2. Only the Vice-president, Human Resources, may submit a grievance on behalf of the Employer. Grievances involving the Union shall be responded to within ten (10) **days**.

24.06

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

At either Stage 1 or Stage 2, the Superintendent or Area Manager may be assisted by a **Human Resources** representative.

24.07

The employee shall be advised of his/her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employees to investigate alleged misconduct of the employee.

25. ARBITRATION**25.01**

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

25.02

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

25.03

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

25.04

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

25.05

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

25.06

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

26. EMPLOYEE STATUS**26.01 Probationary Employees**

Any employee entering service with the YVRAA 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 20** (Employee Performance Review) at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period an employee's seniority shall be established from first day of employment.

26.02 Temporary Employees

- (a) A temporary employee is an employee hired for a consecutive period of no less than three (3) and no more than twelve (12) months to fill a temporary vacancy. A person appointed as a temporary employee must successfully pass the physical fitness standard prescribed in **Article 39** (Physical Fitness Standard). Temporary employees are covered by all provisions of this Agreement, except **Article 14** (Lay-off/Recall and Severance). When temporary employees qualify for benefits as provided in **Article 33** (Insurance Plans), they will be provided the salary adjustment prescribed in the wage schedule in lieu of such benefits. A temporary employee shall not be included on the overtime roster. There shall be no more than one (1) temporary employee per platoon at any one time.
- (b) The use of temporary employees shall be restricted to filling temporary vacancies as described in (a) above.
- (c) Except as otherwise provided in this Agreement, a temporary employee will be treated the same as a full-time employee, including training and certification.

26.03 Full Time Employees

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

26.04

All employees shall be either probationary, temporary or full time.

27. HOURS OF WORK

27.01

Except **as** designated otherwise in this Agreement, the normal hours of work shall be scheduled so that employees, on platoon shift: work an average of forty-two (**42**) hours per week over the life of their schedule. The weekly hours of work for day shift positions, exclusive of meal breaks, shall be thirty-seven and one-half (**37 1/2**) hours scheduled between the hours of 7 a.m. and 6 p.m., Monday to Friday. At the request of the employee and with the concurrence of the Fire Chief, day shift positions may be converted to a compressed work schedule.

During the orientation period, newly recruited employees shall work a forty-two (**43**)hour week, Monday to Friday day shift.

27.02

The work schedule for platoon shift employees shall be **as** outlined in Appendix B, with the exception of training.

27.03

The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking **any** courses, seminars or training required by the Employer. Subject to operational requirements, individual training opportunities shall be offered to employees, who have declared an interest, on the basis of seniority.

27.04

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

27.05

The scheduling-of hours of work, meal and rest periods, and shift schedules shall be established by the Employer after consultation with the Union. The duration of meal and rest breaks shall continue in accordance with the current practice. Daily hours of work shall be consecutive. **A** shift schedule, in accordance with Appendix B, shall be posted in the Firehall.

27.06

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

27.07

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

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

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

27.08

If an employee is required to change his or her scheduled shift on less than ninety-six (96) hours notice in advance of the starting time of the first shift of the employee's new schedule, the employee shall be paid at the rate of time and one-half (1 1/2) for the first shift worked in the revised schedule. Subsequent shifts worked on the revised schedule shall be paid for at the employee's hourly rate of pay.

This clause applies to longer term platoon changes of at least one (1) eight (8) day cycle. In the event of a short term shift change of one (1) cycle or less, the employee shall receive, within a two week period of the change, the same number of consecutive scheduled days off provided for in the employee's schedule prior to the change.

28. OVERTIME**28.01 Definition**

(a) Overtime for employees working the platoon system means:

- (i) **work** performed in excess of the employees scheduled daily hours;
or
- (ii) **work** performed on an employee's scheduled days **off**;
or
- (iii) work performed beyond forty-two (42) hours per week on average over the life of the schedule.

(b) Overtime for employees on day shift positions and recruit training means work performed in excess or outside of their scheduled daily or weekly hours of work.

28.02 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 the bargaining unit;
and
- (b) to give employees **who** are required to work overtime adequate advance notice of this requirement.

28.03 Overtime Compensation

Overtime work must be pre-authorized by the Employer to be eligible for Compensation.

- (a) An employee who works forty-two (42) hours per week, on average, is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee;
- (b) An employee who works thirty-seven and one-half (37 1/2) hours per week and is required to work overtime on a scheduled work day is entitled to compensation at the hourly rate of pay for the first one-half (1/2) hour of overtime worked and at time and one-half (1 1/2) for all overtime hours worked in excess of the first one-half (1/2) hour of overtime in each work day.

28.04

Subject to **clause 28.03**, overtime shall be compensated on the following basis:

- (a) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
- (b) time and one-half (1 1/2) for each hour worked on the first day of rest and double time for each hour worked on a day of rest in excess of the employee's normal scheduled daily hours;
- (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);

28.05

Overtime shall be **paid** out except where, upon request of **an** employee, overtime may be accumulated in equivalent leave with pay to a maximum of five **(5)** working days leave at any one time. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. An employee will be granted compensatory leave with five **(5)** days notice if sufficient staff are available that it does not result in additional cost to the Employer.

28.06

Compensatory leave with pay not used by the end of the calendar year will be paid out at the employee's current rate of pay, except that compensatory time earned after October 1 may be carried to April 1 of the following year, subject to **clause 28.05**.

28.07

- (a) An employee who has not received at least twelve (12) hours advance notice of an overtime requirement and who works three (3) or more consecutive hours of overtime immediately following the employee's scheduled hours of work shall be paid a meal allowance in the amount of seven dollars (\$7.00). When continuous overtime extends beyond seven **(7)** hours, a second meal allowance in the amount of seven dollars (\$7.00) shall be provided. Only two meals shall be provided in one overtime shift, except when an overtime period in excess of three (3) hours immediately precedes **an** employee's scheduled hours of work, a meal allowance in the amount of seven dollars (\$7.00) shall be paid. Consecutive overtime shifts shall be construed as following scheduled hours of work.
- (b) Reasonable time to be determined by the Employer shall be allowed the employee in order that the employee may take a meal break.

28.08

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

28.09

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

29. CALLBACK PAY

29.01

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

(a) three (3) hours' pay at the applicable overtime rate;

or

(b) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

30. MILEAGE PREMIUM

30.01

When an employee reports for overtime work which is not contiguous to the employee's regularly scheduled shift on that day, the employee shall be reimbursed for actual mileage at a rate of thirty-two (32) cents per kilometre, to a maximum of sixty (60) kilometres each way. This does not apply to regularly scheduled work which falls on a designated holiday.

31. STANDBY

31.01

Except where the Employer and Union otherwise agree, no employee shall be required to standby during off duty hours.

32. VACATION LEAVE

32.01 General

Twice annually (April 1 and October 1) employees will be informed of the balance of their vacation and compensatory credits.

32.02

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

32.03 Vacation Year

The vacation year shall be from January 1st to December 31st. (The parties agree to jointly develop a plan to convert the vacation year to a calendar year basis prior to 1994.)

32.04 Vacation Service

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

- (a) the length of continuous service with the YVRAA for employees hired subsequent to July 1, 1992;
- (b) the length of continuous service with the YVRAA and the Federal Government, for former Transport Canada employees who joined the YVRAA 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.

32.05 Vacation Entitlement

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

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

32.06 Credits

An employee whose work schedule requires one hundred and eighty-two (182) shifts per year, and who has earned pay for at least seven (7) shifts for each calendar month of a calendar year, shall earn vacation leave at the following rates:

- (a) eleven (11) shifts until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
- (b) fourteen (14) shifts commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;
- (c) eighteen (18) shifts commencing with the month in which the employee's nineteenth (19th) anniversary of continuous service occurs;
- (d) twenty-one (21) shifts commencing with the month in which the employee's thirtieth (30th) anniversary of continuous service occurs;

32.07

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

- (a) one and one-quarter (1 1/4) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
- (b) one and two-thirds (1 2/3) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;

- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary of continuous service occurs;
- (d) two and one-half (2 1/2) days commencing with the month in which the employee's thirtieth (30th) anniversary of continuous service occurs;

32.08

Vacation leave shall be calculated in a manner consistent with the employee's normal work schedule.

32.09 Scheduling

- (a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned. Subject to operational requirements, **an** employee shall select vacation leave in of up to 2 blocks of shifts together, based on seniority, until all vacation leave is selected. Selection shall commence not later than January 1 and **shall** be completed in sufficient time to allow the Employer to post the vacation leave schedule by February 15.
- (b) Once **an** employee's vacation period has been scheduled and approved in accordance with this Article that vacation period may not be displaced by **a** more senior employee.
- (c) Unless operational requirements do not permit, the Employer **will** grant scheduled vacation leave to an employee required to change shifts after February 15.
- (d) The Employer shall give the employee **as** much notice **as** is practicable that a request for vacation leave **has** been approved or denied.

32.10 Carry-Over

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

32.11 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
- (b) 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.

32.12 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of days earned but unused vacation leave with pay to his/her credit by the **daily** rate of pay.

33. INSURANCE PLANS

33.01

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

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- (b) Extended Health: 90% of the premium of an extended health plan providing vision care to a maximum of \$200 per person every twenty-four (24) months. and supplementary medical benefits.
- (c) Dental Plan: 100% of the premium of a dental plan providing:
 - (i) 90% of the current approved schedule of fees for Basic Services;
 - (ii) 50% of the current approved schedule of fees for Major Restorative Services **up** to a combined limit **with** Basic Services of \$1,250 per person every calendar year;
 - (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: 60% of the premium for a long term disability plan providing 66 2/3 of the employee's current salary.

34. PENSION PLANS

34.01

a) Defined Benefit Plan

The **YVRAA** Defined Benefit Plan covers employees who immediately prior to joining the **YVRAA** 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 **YVRAA** Plan. Employees covered by *this* Plan are required to contribute, by payroll deduction, 7.5% of their pensionable earnings less CPP deductions. The **YVRAA** 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 less CPP deductions. The **YVRAA** shall contribute an equal amount to the member's contributions.

35. TECHNOLOGICAL CHANGE**35.01**

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

35.02

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

35.03

The notice referred to in **Article 35.02** 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.

35.04

Once the Employer **has** given the Alliance the notice described in Article 35.02, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

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

35.05

During the notice period described in Article **35.02**, 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.

35.06

Where an employees's position is likely to be affected by a technological change prescribed in the notice referred to in Article **35.02**, 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.

36. JOINT CONSULTATION

36.01

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

37. STANDARD OPERATING PROCEDURES

37.01

Employees shall comply with all Fire Rescue Service rules and regulations, including those relating to conduct and work performance. The Employer agrees that imposition of Fire Rescue Service rules and regulations shall be subject to the grievance procedure in the event that any employee is disciplined for failure to comply with any such rule or regulation.

37.02

The Employer shall name three (3) representatives and the Union shall name three (3) representatives to sit as a committee to review and recommend changes to Fire Rescue Service rules and regulations. The committee shall attempt to reach agreement on deletions, additions, or amendments to existing Standard Operating Procedures. No changes will be initiated by the Fire Chief prior to such meaningful consultation.

37.03

Standard Operating Procedures shall not contravene the **Canada Labour Code**, the **Canadian Human Rights Code**, or the Collective Agreement, and an allegation of such contravention is subject to the grievance procedure.

38. POSITION CLASSIFICATION

38.01

During the term of this Agreement the Employer and the Union will review the appropriateness of the position classification system and its compliance with legislation. Unless otherwise agreed, the present system will be continued.

38.02

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.

38.03

The Employer will develop and provide employees with current role descriptions, during 1994. Upon written request, an employee shall be provided with the most recent statement of duties and

responsibilities of his or her position, including the classification level. Such information shall not be included in, nor form part of, the collective agreement.

39. PHYSICAL FITNESS STANDARD

- (a) The physical fitness standard for firefighters, including frequency of testing, shall be based upon the prevailing Transport Canada standard approved for airport operations. A joint Union-Management advisory committee shall be established to provide input to fitness standards and testing in the event the Employer undertakes to depart from the Transport Canada standards. Any different standard implemented by the Employer shall be a reasonable one.
- (b) Employees will be given reasonable opportunity to meet the standard. Operating conditions permitting, the Employer shall schedule employees for exercise one (1) hour per shift on physical fitness apparatus provided by the Employer. The Union shall be consulted with respect to selection of such apparatus. Unavailability of exercise time shall not constitute justification for failure to meet the physical fitness standards. An employee who fails to meet the standard will be afforded an additional six (6) months to meet the standard.
- (c) Should the employee subsequently fail to meet the re-test, then, during the next twelve (12) month period:
 - (i) the employee shall be eligible for assignment, without posting, to any vacant position in the general bargaining unit for which the employee is **qualified** or could qualify within a training period not to exceed three (3) months. An employee in the general bargaining unit shall have the right to appeal the appointment in which event the position will be posted and the competition will be restricted to employees in both bargaining units. Clause 18.06 of the Pay Administration Article in the general bargaining unit Collective Agreement shall apply.
 - (ii) at any time during this period, the employee may elect **severance pay** in accordance with Article ___ and his or her employment shall be terminated.
 - (iii) at any time during this period, the employee will continue to be given an opportunity to meet the standard and be re-tested.
- (d) In the event the employee has not obtained alternate employment with the Employer after the expiration of the twelve (12) month period, nor elected the options in (c) above, he or she shall be paid severance pay and his or her employment shall be terminated. An employee who refuses to accept alternate employment with the Employer shall be deemed to have abandoned his or her position and his or her employment shall be terminated.
- (e) The initial physical fitness testing of incumbents **will** not be conducted earlier than the month of November 1994. Recruitment level testing standards are effective the date of signing this Article.



40. AGREEMENT REOPENER

40.01

This Agreement may be amended by mutual consent.

41. DURATION

41.01

The provisions of this Agreement **will** expire on June 30, 1995. In the event that the YVRAA and the City of Richmond fail to effect the transfer prior to June 30, 1995, the PSAC may extend the contract to accommodate the on-going Richmond-YVRAA transfer discussions.

**"APPENDIX A"
FIREFIGHTERS CLOTHING POLICY**

The YVRAA and PSAC agree on the importance of quality uniforms and protective clothing for firefighter staff at Vancouver International Airport. YVRAA subscribes to the uniform standards developed by the Canadian Association of Fire Chiefs.

Protective clothing specifications shall be updated to meet current Aviation industry safety requirements.

UNIFORM ENTITLEMENT AND SCALE OF ISSUE

Dress Uniform

Applicability: All personnel

Tunic	ea	1
Shirt	ea	1
Necktie	ea	1
Trousers	ea	1
Rain coat or Cold Weather coat	ea	1
Service Cap w/badge	ea	1

Dress uniform will be issued at the completion of certification training. Replacements will be made as required, based on wear and tear. Alterations required after initial fitting are the responsibility of the individual.

Work Uniform

Applicability: All personnel

			Replacement Cycle
Trousers, wool	pair	4 initial issue	2 per year *
Shirts, cotton	ea	4 initial issue	4 per year *
Safety Work boots/shoes	pair	1	2 yrs **
Nylon jacket	ea	1	3 years
Wool sweater	ea	1	as required
Belt w/buckle	ea	1	as required
Nomex jumpsuit	ea	1	as required

Initial fitting is the responsibility of the employer. Subsequent alterations are the responsibility of the employee. Work uniform will be issued on completion of basic training when a person is assigned to a crew and commences shift rotation. Coveralls will be provided to trainees as required. Supply and installation of Identification Crests shall be the responsibility of the employer.

"Commencing January 1994.

**Boots must be "red wing" or equal.

Protective Clothing

Applicability: All Personnel except Fire Inspector

Turn Out Coat	ea	1
Turn Out Pants	ea	1
Helmet c/w liner	ea	1
Firefighter Boots	pair	1
Balaclava	ea	1
Firefighter Gloves	pair	1
Neoprene Gloves	pair	1
insoles	pair	1
Coveralls or Lab Coats	pair	1
Sun Glasses	pair	1
Tote Bag	ea	1

Protective Clothing shall be inspected at least once per year. Replacements will be made for any items of clothing damaged or if continued wear would be a hazard to the wearer.

Cleaning Policy

The employer will provide laundry **and dry** cleaning service as follows:

1 shirt per working shift

1 pair of pants per four working shifts

1 of jacket, or dress tunic, nylon jacket, raincoat cold weather jacket per quarter.

ERS CLOTHING COMMITTEE TERMS OF REFERENCE

The committee is to be composed of Management and Union representatives which will meet annually to:

1. Review YVRAA firehall clothing policies and recommend changes to management.
2. Investigate standards for protective firefighter clothing to ensure YVR has the latest information on which to base purchase decisions.
3. Keep current on trends and practices in airport and other firehalls across Canada to ensure YVR is informed on clothing practices.

The meetings will be co-chaired by the Chief ERS, and a designated Union representative

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

"APPENDIX B"
PLATOON SCHEDULE

42 Hour Week: 2 Platoons

Day: 08:00 to 18:00

Night: 18:00 to 08:00

<u>Week</u>	<u>Platoon</u>	<u>Sun.</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>
1	Day Night	A D	A D	B A	B A	C B	C B	D C
2	Day Night	D C	A D	A D	B A	B A	C B	C B
3	Day Night	D C	D C	A D	A D	B A	B A	C B
4	Day Night	C B	D C	D C	A D	A D	B A	B A
5	Day Night	C B	C B	D C	D C	A D	A D	B A
6	Day Night	B A	C B	C B	D C	D C	A D	A D
7	Day Night	B A	B A	C B	C B	D C	D C	A D
8	Day Night	A D	B A	B A	C B	C B	D C	D C

**FIREFIGHTER BARGAINING UNIT
SEPTEMBER 28, 1994**


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

FOR VANCOUVER INTERNATIONAL AIRPORT AUTHORITY:

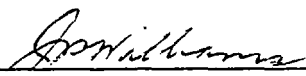
FOR THE PUBLIC SERVICE ALLIANCE OF CANADA:




Larry Berg
V.P. Employee Services & Administration



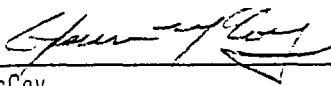
Susan Giampietri
Executive Vice-President P.S.A.C.



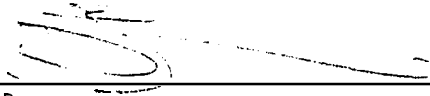
John Williams
Manager, Airside Operations



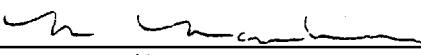
George Pennington
Local 20221



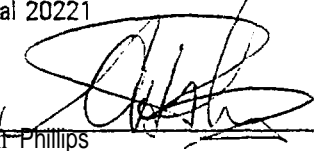
Glen McCoy
Superintendent Budgeting & Financial Analysis



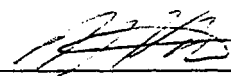
Tom Beaupre
Local 20221



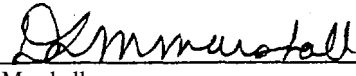
Michele Mawhinney
Industrial Relations Consultant



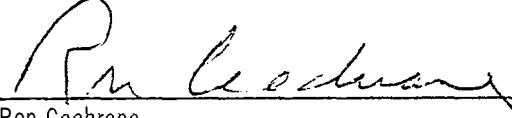
Alan Phillips
Regional Vice-president U.C.T.E. / P.S.A.C.



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



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



Ron Cochrane
Negotiator P.S.A.C.

SCHEDULE "A"

FIREFIGHTER WAGE SCHEDULE

	EXPIRED RATE	JULY 1993	JULY 1994	IAN. 1995	APRIL 1995
GENERAL INCREASE		3%	3%	4%	3.8%
RECRUIT (1ST 6 MONTHS)	29,325	30,205	31,111		33,585
RECRUIT (2ND 6 MONTHS)	31,158	32,093	33,056	34,378	35,685
FR - 1 - STEP 1	33,542	34,548	35,585	37,008	38,415
FR - 1 - STEP 2	34,409	35,441	36,505	37,965	39,408
FR - 1 - STEP 3	35,295	36,354	37,444	38,942	40,422
FR - 1 - STEP 4	36,464	37,558	38,685	40,232	41,761
FR - 1 - STEP 5	37,667	38,797	39,961	41,559	43,139
FR - 2	39,671	40,861	42,087	43,770	45,434

MEMORANDUM OF UNDERSTANDING

DATED THE 18th DAY OF AUGUST, 1994

BETWEEN:

PUBLIC SERVICE ALLIANCE OF CANADA

("PSAC")

AND:

THE VANCOUVER INTERNATIONAL AIRPORT AUTHORITY

("YVRAA")

The parties agree as follows:

1. WHEREAS the YVRAA has proposed to the City of Richmond a transfer of the YVRAA Firefighting and Emergency Response Services operations to the Richmond Fire Department (the "Transfer"); AND
2. WHEREAS the YVRAA has requested or shall request the following terms and conditions to be included in the Transfer Agreement:
 - (a) All bargaining unit personnel, except as mutually agreed between the parties, shall be offered employment in the Richmond Fire Department;
 - (b) Rank and seniority of bargaining unit personnel transferred to the Richmond Fire Department shall be recognized within the Firehall Division located at YVRAA and that seniority in other Divisions of the Richmond Fire Department shall commence ~~2s~~ at the date of Transfer;
 - (c) Bargaining unit personnel transferred to the Richmond Fire Department shall become members of the Richmond Firefighters' Association (Local 1286) ("RFFA") and be subject to the terms and conditions of employment ~~of~~ the Collective Agreement between the City of Richmond and the RFFA; and

Id) Bargaining unit personnel shall be paid at the wage rates prescribed for the City of Richmond bargaining unit personnel in the Collective Agreement between the City of Richmond and the RFFA based upon their rank and seniority within the YVRAA Firehall Division.

3. At the date of Transfer, the YVRAA shall remit accumulated pension entitlements of all YVRAA personnel subject to the transfer to the City of Richmond pension plan including any monies remitted from the Government of Canada as a consequence of the transfer of the Vancouver International Airport from the Government of Canada to the YVRAA.

4. PSAC and the YVRAA acknowledge their mutual obligation to reach a collective agreement with respect to the period of time between the expiry of the existing Collective Agreement between the parties and the date of the Transfer.

5. In the event that the Transfer occurs on or before June 30, 1995, the Collective Agreement for the period between the expiry of the Collective Agreement and the Transfer date shall be as follows:

- (a) The provisions agreed to in negotiations to the date of execution of this Memorandum of Understanding;
- (b) Wage rates shall be as prescribed in Schedule "A". Retroactive payment shall be made in respect of such increases upon execution of this Memorandum of Understanding; and
- (c) Such health and welfare benefits as are agreed to in the general bargaining unit collective agreement.

6. In the event that the YVRAA and the City of Richmond fail to reach an agreement by December 31, 1994 to effect the transfer prior to June 30, 1995 pursuant to which the YVRAA and the City of Richmond have included the provisions set out in paragraph 2, then PSAC may:

- (a) reopen negotiations with YVRAA regarding the conditions of the Collective Agreement as prescribed in paragraph 5(b). in the event of such re-opening of the Collective Agreement, PSAC may negotiate wage rates as of July 1, 1993.
- (b) extend the December 31, 1994 date to accommodate the on-going Richmond - YVRAA transfer discussions;

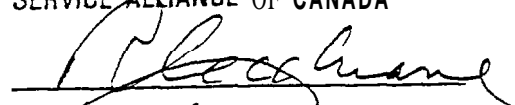
7. Failing resolution of a Collective Agreement within 30 days of resuming negotiations under paragraph 6(a) above, either party may at any time thereafter submit the collective bargaining dispute to binding arbitration, and the arbitrator shall determine the Collective Agreement. Such a Collective Agreement shall include all terms and conditions agreed to by the parties in negotiation up to the date of execution of this Memorandum of Understanding.

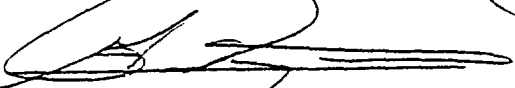
a. In the event of binding arbitration, payment of the retroactive amounts set out in paragraph 5(b) shall be taken into account in calculating any amounts which may be payable to members of the bargaining unit


as a consequence of the determination of the arbitrator, but such increases shall in no way prejudice the right of the parties to make arguments with respect to wage rates payable by the YVRAA as of July 1, 1993.

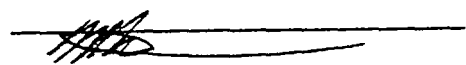
9. Forthwith upon transfer, bargaining unit personnel who accept employment with the City of Richmond Fire Department shall be paid severance in accordance with Article _____ of the collective agreement between PSAC and YVRAA.

AGREED TO ON BEHALF OF THE PUBLIC
SERVICE ALLIANCE OF CANADA









AGREED TO ON BEHALF OF THE VANCOUVER
INTERNATIONAL AIRPORT AUTHORITY

