

COLLECTIVE AGREEMENT

This agreement made this _____ day of _____, 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)

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AUG 29 1994

file:mam/aug-memo.nu
revision: Aug 29, 1994

GENERAL BARGAINING UNIT

TABLE OF CONTENTS

1.	PURPOSE AND SCOPE	1
2.	MANAGEMENT RIGHTS	1
3.	RECOGNITION	1
4.	EMPLOYEE REPRESENTATIVES	1
5.	USE OF EMPLOYER FACILITIES	2
6.	CHECK-OFF	3
7.	INFORMATION	4
8.	STRIKES AND LOCKOUTS	4
9.	NO DISCRIMINATION	5
10.	SEXUAL HARASSMENT	5
11.	DESIGNATED PAID HOLIDAYS	6
12.	OTHER LEAVE WITH OR WITHOUT PAY	8
12.01	Bereavement Leave With Pay	8
12.02	Maternity Leave Without Pay	8
12.03	Paternity Leave and Adoption Leave Without Pay	10
12.09	Leave Without Pay for the Care & Nurturing of Pre-School Age Children	10
12.10	Leave With Pay for Family-Related Responsibilities	11
12.11	Court Leave	12
12.12	Injury-on-Duty Leave	12
12.13	Education Leave	12
13.	SHORT-TERM SICK LEAVE PROGRAM	13
14.	LAYOFF/RECALL AND SEVERANCE PAY	13
15.	SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT	16
16.	LOSS OF SERVICE	16

GENERAL BARGAINING UNIT

17. **WASH-UP TIME** 16

18. **PAY ADMINISTRATION** 16

19. **TRAVELLING TIME** 19

20. **SUSPENSION AND DISCIPLINE** 20

21. **EMPLOYEE PERFORMANCE REVIEW** 20

22. **HEALTH AND SAFETY** 21

23. **STAFFING PROCEDURE** 22

24. **GRIEVANCE PROCEDURE** 24

25. **ARBITRATION** 26

26. **EMPLOYEE STATUS** 26

 26.01 Probationary Employees 26

 26.02 Permanent Part Time Employees 26

 26.03 Term Employees 27

 26.04 Temporary Employees 27

 26.05 Full Time Employees 27

27. **HOURS OF WORK** 27

28. **OVERTIME** 30

29. **CALLBACK PAY** 33

30. **MILEAGE PREMIUM** 33

31. **STANDBY** 33

32. **SHIFT PREMIUMS** 34

 32.01 Shift Premium 34

 32.02 Weekend Premium 34

33. **VACATION LEAVE** 34

34. **INSURANCE PLANS** 36

GENERAL BARGAINING UNIT

35. PENSION PLANS 37

36. TECHNOLOGICAL CHANGE 38

37. PROFESSIONAL MEMBERSHIP FEES 39

38. JOINTCONSULTATION 39

39. BARGAINING UNIT WORK 39

40. APPRENTICESHIP 39

41. POSITIONCLASSIFICATION 40

42. MDO SNOW REMOVAL AUGMENTATION 40

43. CONTRACTING OUT 41

44. AGREEMENT REOPENER 41

45. DURATION 41

APPENDIX A: AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES 42

APPENDIX B: CLOTHING POLICY 44

APPENDIX C: ANNUAL WAGE SCHEDULE

APPENDIX D: HOURLY WAGE SCHEDULE

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

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to get 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. X**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 three (3) employees 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 Canada Labour Code and accompanying regulations) during the life of this Agreement.

8.02

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

10.02Complaint Procedure:

- (a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, may contact a Human Resource Representative who will:

- (i) investigate the **matter**, and
 - (ii) maintain a strict degree of confidentiality with the employee concerned; and
 - (iii) take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure **and** subsequently thereafter to arbitration.
- (c) Grievances under **this** Article will **be** handled **with** all possible confidentiality and dispatch by **the** Alliance and the Employer.

10.03

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

11. DESIGNATED PAID HOLIDAYS

11.01

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

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

11.02

An employee absent without pay (including absence while in receipt of LTD or WCB benefits) on the working day both immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday unless the employee is on union leave without pay under clause 4.05.

11.03

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.

11.04

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

11.05

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

11.06

An employee who works on a holiday shall be paid:

- (a) time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, *or*
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday, *and*
 - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work, *and*
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.
- (c)
 - (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (ii) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in 11.06(c)(ii) shall be the rate in effect when the lieu day was earned.

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

11.04

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

11.05

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

11.06

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

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

OR
- (b) upon request, and with the approval of the Employer, the employee may be **granted**:
 - (i) a **day/shift** leave with pay (straight-time rate of pay) **at** a later day in lieu of the holiday,

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

and
 - (iii) pay **at two** (2) times the straight-time fate of pay for all hours worked on the holiday in excess of the regular daily scheduled Hours of work.
- (c)
 - (i) Subject to operational requirements **and adequate** advance notice, the Employer shall grant lieu days at such times **as** the employee may request.
 - (ii) When in a calendar year an employee **has** not been granted all lieu days **as** requested at the employee's option, such lieu days shall be paid **off** at the employee's straight-time rate of pay or carried over for one **year**. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred **to** in **11.06(c)(ii)** **shall** be **the** rate in effect when the lieu day was earned.

11.07

When an employee is required to report for ~~work~~ and reports on a designated holiday, the employee shall be paid in accordance with the provisions of clause **11.06** or **Article 29** Call-Back Pay, whichever is applicable.

11.08

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

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

- (a) For the purpose of this clause, ~~immediate~~ family is defined as Father, Mother (or alternatively Stepfather, Stepmother, or Foster Parent), Brother, Sister, Spouse (including common-law spouse resident with the 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 premium.

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

13. SHORT TERM SICK LEAVE PROGRAM**13.01**

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

Every employee who may be absent from duty on account of sickness shall notify his/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 PAY**14.01 Notice of Layoff**

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

14.02

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

14.03

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

14.04 Voluntary Severance

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with clause 14.13, 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** employee⁸ subject to layoff, providing such employee **has the ability to perform** the job. The employee shall notify the Employer **within two (2) weeks** of notice of layoff of the decision to displace **another** employee; or
 - (d) displacing **an** employee with **less** service in any **equivalent** or lower rated position **within** the employee's classification group, providing such **employee has the ability to perform the job** or may qualify **within a training** period not to exceed three (3) months and **is** unable to exercise rights under **clause 14.06 (c)** above, The employee shall **notify the Employer within two (2) weeks of notice** of layoff of the decision to displace another employee; or;
 - (e) displacing **an** employee with **less** service in **any** equivalent or lower rated position provided such employee **has the ability to perform the job** or may qualify within **a training period not** to exceed three (3) months and is unable to exercise rights under **clause 14.06 (c) and (d)**. The employee shall notify the Employer within **two (2) weeks of notice** of layoff of the decision to displace another employee.

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

14.07

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

14.08

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

14.09

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

14.10

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

14.11

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

14.12 Recall

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

14.13 Severance

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

14.14

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

14.15

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

15. SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT**15.01**

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

15.02

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

16. LOSS OF SERVICE**16.01**

Service and employment will be terminated when an employee:

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

17. WASH-UP TIME**17.01**

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

18. PAY ADMINISTRATION**18.01**

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

18.02

Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In

no case shall the employee be paid at less than the minimum rate.

18.03

- (a) An employee appointed or reclassified to a higher rated position shall be paid at 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.
- (b) An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position,

18.04

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

18.05

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

18.06

Clause 18.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than his or her current position. Such an employee shall receive the lesser of the maximum rate for the new position and his or her current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds his or her current rate in accordance with clause 18.07.

18.07 Pay Increments

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is one (1) year from the anniversary date in the position, except for the periods between the first four (4) steps of the CS classification which are six (6) months.

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

- (b) An 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.

18.08

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

18.09

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

18.10

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

18.11

When an employee is required by the Employer to substantially perform the duties of a higher rated classification level in an acting capacity and performs those duties for at least two (2) consecutive days for the GL and GS classification and five (5) consecutive days for all other classifications (including designated holidays), the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with clause 18.03. An employee acting in a higher rated position shall

continue to be entitled to his or her pay increment for **the** lower rated position based **on** the employee's increment date **in** the lower rated position. When an employee receives an increment in the lower rated position **his** or her acting rate of pay will be adjusted accordingly.

18.12

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

18.13

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

18.14

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

19. TRAVELLING TIME

19.01

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

i) **A** day of rest, time spent **in** travel shall be considered **time** worked, **and** shall be paid at straight time **to a maximum** of 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.

19.02

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

19.03

The Employer **will** reimburse employees for reasonable expenses incurred travelling on Company business including meals, commercial accommodations, and mileage (**32**cents per kilometre) for approved use of

the employee's personal vehicle.

20. SUSPENSION AND DISCIPLINE

20.01

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

An employee who does not receive the written reason for suspension, or discharge, at the time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is received.

20.02

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

20.03

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

20.04

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

21. EMPLOYEE PERFORMANCE REVIEW

21.01

The purpose of an employee performance review **is** to discuss with the employee his/her performance in relation to the duties required **in** his/her position, The review **is** intended to be developmental in nature **and** will include discussion of strengths and opportunity areas for improved performance. Should the employee not **meet 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.

21.02

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

21.03

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

21.04

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

22. HEALTH AND SAFETY**22.01**

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

22.02

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

23. STAFFING PROCEDURE

23.01

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

23.02

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

23.03

The posting shall **contain** the following **information:**

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

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

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

23.04

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

23.05

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

23.06

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

23.07

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

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

23.08

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

23.09

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

23.10

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

Where it is found that two or more candidates are relatively equal then the internal candidate shall be awarded the position above outside candidates.

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

23.11

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

23.12

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

- (a) temporary vacancies of six (6) months or less except in cases of the temporary absence from work of a member of the bargaining unit; or,
- (b) temporary vacancies of six (6) months or less to fill a vacancy created by a temporary absence from work in which case bargaining unit members employed at a lower rate of pay shall be granted priority on a equitable basis provided such employees are immediately capable of performing the position and are employed within the department, The vacancy thereby created will in such cases not be subject to this Article; or,
- (c) reassignments into permanent vacancies for the purpose of training or career development provided that no reassignment of any employee shall exceed six (6) months in total in any position and that the vacancy shall be posted within twelve (12) months; or,
- (d) reassignment within the same classification and level; or,
- (e) reassignment of a disabled person employed by the YVRAA.
- (f) It is not the intent of clauses 23.12 (a), (b), or (c) above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

23.13

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

23.14

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

23.15

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

23.16

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

24. GRIEVANCE PROCEDURE**24.01**

If a difference **arises** between:

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

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

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

24.02

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

- Stage 1 Prior to submitting a written grievance, and within ten (10) days of the matter giving rise to the difference, or within ten (10) days, of the employee becoming aware of the matter giving **rise** to the difference, **the employee will** first try and resolve the difference **by** speaking with 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 21** at approximately the mid-point of **the** probationary period (or sooner **if** warranted), and at its conclusion; Upon **successful** completion of the **probationary** period an employee's seniority shall be **established** from first day of employment.

26.02 Permanent Part Time Employees

A part-time employee is an employee **whose** normal hours of work **are less** than **those established** in **the** Hours of Work **Article 27**. Part-time employees **shall** be paid at the straight-timerate of pay for all **work** performed up to the normal daily or weekly hours **specified** for full-time employees and shall be entitled to the benefits provided under this Agreement in the same proportion **as** their normal **weekly** hours of

work compared with the normal weekly hours of work specified of full-time employees unless otherwise agreed with the Alliance. A part-time employee shall have the right to decline work beyond their regularly scheduled part-time hours.

26.03 Term Employees

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

26.04 Temporary Employees

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

26.05 Full Time Employees

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

27. HOURS OF WORK

27.01

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

(a) **Standard Schedule**

- (i) The standard schedule is work customarily performed between the hours of 7:00 am. and 6:00 pm. Monday to Friday inclusive.
- (ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be eight (8) consecutive hours per day and forty (40) hours per week for the GL and GS classifications and seven and one-half (7 1/2) consecutive hours per day and thirty-seven and one-half (37 1/2) hours per week for all other classifications.

(b) **Extended Schedule**

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

27.02 Scheduling

- (a) When arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.
- (b) The Employer shall make every reasonable effort:
- (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
 - (ii) to avoid excessive fluctuation in hours of work;
 - (iii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;
 - (iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked.
- (c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- (d) No employee shall be required to work split shifts.

27.03

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

27.04

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

27.05

An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

27.06

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

27.07 Meal Breaks

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

27.08 Rest Periods

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

27.09 Days of Rest

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

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

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

27.10 Flexible Hours

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

27.11 Compressed Hours of Work

- (a) **A** compressed hours of work schedule is **a** schedule which establishes **normal** scheduled daily hours in excess of those prescribed in **clause 27.01(a)(ii)**.
- (b) Employees may, with **the** consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:
- i) **no shift** in excess of twelve **(12)** hours is involved;
 - ii) **the** schedule **does** not **result in** additional overtime work or payment by virtue **of** such variation unless the parties otherwise **agree**;
 - iii) **shifts** developed shall be subject to an initial trial period not to **exceed** **six (6)** months

and be continued thereafter upon agreement of the majority of **the** affected employees and **the** concurrence of **the** Employer. Such agreement may be revoked upon three (3) months notice **by** either **party**.

iv) **the** hours of **work are** averaged over the life of the compressed work schedule not to exceed fifty-six **(56)** calendar days.

- (c) Starting **and** finishing times, **meal** breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.
- (d) **Clauses 28.03 (b) and (c)** do not apply to employees working compressed hours of work. Except where **otherwise** agreed in establishing a compressed work week schedule, overtime for employees working **a** compressed work **week** shall be compensated on the following **basis**:
- (i) time and one-half (**1 1/2**) for each hour worked in **excess** of the employee's normal; scheduled daily hours;
 - (ii) time and one half (**1 1/2**) for each hour worked on the employee's first day of rest in respect of a period of **two (2)** consecutive days of rest and on the first **two (2)** days of rest in respect of **a** period of **three (3)** consecutive days of rest or more;
 - (iii) double time for **each** hour **worked** on a day of rest in excess of **normally** scheduled daily hours, for **each** hour worked on the second day of rest in respect of a period of **two (2)** consecutive days of rest **and** for **each hour worked on the third** or subsequent consecutive day of rest.
- (e) **The** provisions of **this** Agreement which specify **days** shall be **converted** to hours. **Where the** Agreement refers to a "day", it shall be converted to hours in accordance **with the Hours of Work specified** herein, **Notwithstanding the** foregoing, **in clause 12.01 Bereavement Leave with Pay and clause 12.10 Leave with Pay for Family Related Responsibilities**, a "day" will have the same **meaning as** the provisions in the Agreement.

27.12

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

28. OVERTIME

28.01 Allocation of Overtime

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

- (a) to allocate **overtime** work **on** an equitable **basis** among readily available, qualified employees within **a** department **and** work area;

and

- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least seven (7) hours notice of any requirement for overtime work.

28.02 Overtime Compensation

An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Emergencies and unusual circumstances excepted, overtime work must be pre-authorized by the designated Employer representative to be eligible for compensation.

28.03

Overtime shall be compensated on the following basis:

- (a) time and one-half (1 1/2) for each hour worked in excess of the employee's **normal** scheduled daily hours;
- (b) time and one-half (1 1/2) for each hour worked on the first day of rest and double time for each hour worked in excess of the employee's **normal** scheduled daily hours worked on that day of rest;
- (c) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
- (d) double time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period. Employees receiving benefits under this provision are not eligible for the benefits under **clause 23.04**,

28.04

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

in the employees regular shift, including the call-back and overtime hours worked. The employee **will** receive full compensation for the regular shift.

- (iv) clause (iii) above also applies to overtime call-back **work** which extends into the employees regular shift.
- (c) This clause does not apply to overtime which ~~is~~ specified to be contiguous with an employee's shift or when overtime is worked on a call-out of three (3) hours or less.
- (d) This clause does not apply **to** employees receiving overtime under **clause 28.03(d)**.

28.05

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

28.06

- (a) Compensatory leave with pay ~~not used~~ by July 1st and December 31st ~~will~~ be paid out at the employee's current rate of pay, unless the employee requests in writing the ~~carry-over~~ of up to a maximum of five **(5)** compensatory days ~~earned~~ subsequent to the previous pay out date.
- (b) Notwithstanding **clause 28.06(a)** **an** employee denied use of compensatory days ~~carried over~~ from the previous pay out date may ~~carry~~ these days forward up to the next pay out date.

28.07

- (a) An employee **who works three (3) or more hours of** overtime, immediately before the employee's scheduled hours of work and who **has** not been notified of the requirement prior **to** the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one **(1)** meal in the amount of seven dollars (**\$7.00**), except where ~~free~~ meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, ~~to~~ **to** be determined by management, shall be allowed the employee in order that the employee may take **a** meal break either at or adjacent to the employees' place of work.
- (b) When **an** employee works overtime continuously beyond the period provided in (a) above, the employee shall ~~be~~ reimbursed for one **(1)** additional meal in the amount of seven dollars (**\$7.00**) for each four **(4)** hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

28.08

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

28.09

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

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**

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

31.02

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

31.03

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

31.04

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

32. SHIFT PREMIUMS**32.01 Shift Premium**

A shift **work** employee will receive a shift premium of one dollar (\$1.00) per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. provided the majority of **the** employee's regularly scheduled hours occur after 4:00 p.m. Where **an** employee's regularly scheduled shift commences prior to 6:00 a.m., **and the** majority of the employee's scheduled hours do not fall between 4:00 p.m. and 8:00 a.m., the employee shall receive the greater of the above premium for hours **worked** prior to 8:00 a.m. or four **(4)** hours shift premium pay.

32.02 Weekend Premium

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

33. VACATION LEAVE**33.01 General**

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

33.02

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

33.03 Vacation Year

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

33.04 Vacation Service

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

- (a) **the** length of continuous service with the 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.

33.05 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.

33.06 Credits

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

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

33.07 Scheduling

- (a) Employees are expected to take all of their vacation leave during **the** vacation year in which it is **earned**.
- (b) Subject to operational requirements:
 - (i) each employee shall be permitted **on** the basis of seniority within the employee's department, one (1) selection, to be made by March 1st, of up to three (3) consecutive weeks of vacation. Following this selection and where practicable, the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive **weeks** of vacation between June 15 and September 15.
 - (ii) vacation leave not scheduled during the selection period identified in 33.07 (b)(i) will be granted in the order received.

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

33.08 Carry-Over

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

33.09 Displacement of Vacation Leave

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

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

33.10

No employee shall be required to return to duty after he or she has proceeded on vacation leave, nor shall approved vacation leave be cancelled when it would impose a financial loss on the employee.

33.11 Leave When Employment Terminates

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

34. INSURANCE PLANS

34.01

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

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- (b) Extended Health: 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**.

35. PENSION PLANS**35.01**

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.

36. TECHNOLOGICAL CHANGE

36.01

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

36.02

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

36.03

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

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

36.04

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

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

36.05

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

36.06

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

37. PROFESSIONAL MEMBERSHIP FEES**37.01**

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

38. JOINT CONSULTATION**38.01**

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

39. BARGAINING UNIT WORK**39.01**

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

39.02

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

40. APPRENTICESHIP**40.01**

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

40.02

If an employee fails to complete or pass the required components of the apprenticeship program within a reasonable period of time, or fails to perform satisfactorily on the job, he or she may be demoted or voluntarily agree to return to his/her former position. For the purpose of this Article, an employee includes members of the Firefighters bargaining unit. In the case of a Firefighter, a return to his/her

former position shall be without loss of service.

40.03

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

41. POSITION CLASSIFICATION

41.01

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

41.02

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

41.03

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

42. MDO SNOW REMOVAL AUGMENTATION

42.01

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

43. CONTRACTING OUT**43.01**

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

44. AGREEMENTREOPENER**44.01**

This Agreement **may** be amended by mutual consent.

45. DURATION**45.01**

The provisions of this Agreement **will** expire on June 30, 1997.

"APPENDIX A"

AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES

GENERAL:

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

1. Statutory Holidays: 4.25% bi-weekly for all straight time **hours** worked in lieu of statutory holiday pay.
2. Vacation & Sick Leave: Entitlement: Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full-time employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.
3. Severance Pay: Where the period of employment consists of any period of part-time employment the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time **weekly** rate of pay for **the** appropriate group and level to produce the severance pay benefit.
4. FRR Entitlement: Prorated in the same proportion as the average **weekly** hours of work over the previous 12 months as compared with the normal weekly hours of work specified of full-time employees.

Leave will be provided during those periods in which part-time employees are scheduled to work.
5. Bereavement/Adoption Paternity/Care & Nurturing Leave: Shall not be prorated.
6. Call-Back: The minimum payment shall be four (4) hours pay at the straight-time rate.
7. Reporting Pay: The minimum payment shall be four (4) hours pay at the straight-time rate.
8. Medical/Dental: The insurance coverage for Medical and Dental shall not be prorated.
9. Pension: Per pension document.

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10. **Life/LTD:** **Based on % of earnings (must regularly work 20 hours per week to qualify).**
11. **Maternity Leave:** **The length of leave shall not be prorated; the SUB Plan will be prorated, in the same proportion to the average hours worked over the previous 6 months.**
12. **Pay Increments:** **Part-time employees are entitled to the same pay increment schedule as full-time employees.**

"APPENDIX B"
CLOTHING POLICY

1. GENERAL

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

2. CLOTHING PROVIDED

(a) Customer Information Representatives / Duty Managers

<u>Women</u>	<u>Initial Issue</u>	<u>Replacement Cycle</u>
blazer	2	1 every 3 years
pants/skirts	4	1 every year
shirts	6	3 per year
bows	2	as required

<u>Men</u>		
blazer	2	1 every 3 years
pants	4	1 every year
shirts	6	3 per year
ties	2	as required

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

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

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

(b) **MDOs / Mechanics / Carpenters / Plumbers / Electricians / Millwrights / HVACs / Painters / Signmakers**

(i) Mechanics Every 2 weeks:
11 coveralls
7 shirts

MDOs Every 2 weeks:
Electricians 11 shirts
HVACs 7 pants
Carpenters 3 coveralls
3 jackets

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

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

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

(c) Outer ~~Wear~~

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

3. SAFETY FOOTWEAR

The YVRAA shall provide employees who **are required** to wear safety footwear (MDOs / Mechanics / Carpenters / Plumbers / Electricians / Millwrights / HVACs / Painters / Signmakers) with suitable safety footwear every **two (2) years**, or earlier if replacement is **needed** due to damage. All footwear will comply with W.C.B. standards.

4. CLOTHING COMMITTEE

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

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

5. SUNGLASSES

The YVRAA will continue the practice of providing sunglasses for MDOs, Duty Managers, and Electricians.

"APPENDIX C"
ANNUAL WAGE SCHEDULE

AS-1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
JULY 1, 1993	33,070	34,379	35,688	36,991	38,295			
JULY 1, 1994	34,062	35,411	36,759	38,101	39,444			
JAN. 1, 1995	34,062	35,411	36,759	38,101	39,444	40,825		
JULY 1, 1995	34,744	36,119	37,494	38,863	40,233	41,641		
JAN. 1, 1996	34,744	36,119	37,494	38,863	40,233	41,641	43,099	
JULY 1, 1996	35,438	36,841	38,244	39,640	41,038	42,474	43,961	
JAN. 1, 1997	35,438	36,841	38,244	39,640	41,038	42,474	43,961	45,499

AS-4	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
JULY 1, 1993	42,363	43,958	45,546	47,142			
JULY 1, 1994	43,634	45,277	46,912	48,556			
JAN. 1, 1995	43,634	45,277	46,912	48,556	50,256		
JULY 1, 1995	44,506	46,183	47,850	49,527	51,261		
JAN. 1, 1996	44,506	46,183	47,850	49,527	51,261	53,055	
JULY 1, 1996	45,397	47,106	48,807	50,518	52,286	54,116	
JAN. 1, 1997	45,397	47,106	48,807	50,518	52,286	54,116	56,010

CR-2	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
JULY 1, 1993	21,754	22,349	22,934	23,521			
JULY 1, 1994	22,406	23,019	23,622	24,227			
JAN. 1, 1995	22,406	23,019	23,622	24,227	24,857		
JULY 1, 1995	22,854	23,480	24,094	24,711	25,354		
JAN. 1, 1996	22,854	23,480	24,094	24,711	25,354	26,013	
JULY 1, 1996	23,311	23,949	24,576	25,205	25,861	26,533	
JAN. 1, 1997	23,311	23,949	24,576	25,205	25,861	26,533	27,223

CR-3	STEP1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	25,759	26,523	27,289	28,056			
JULY 1, 1994	26,532	27,318	28,107	28,898			
JAN. 1, 1995	26,532	27,318	28,107	28,898	29,707		
JULY 1, 1995	27,063	27,865	28,670	29,476	30,301		
JAN. 1, 1996	27,063	27,865	28,670	29,476	30,301	31,150	
JULY 1, 1996	27,604	28,422	29,243	30,065	30,907	31,773	
JAN. 1, 1996	27,604	28,422	29,243	30,065	30,907	31,773	32,662

CR-4	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	28,481	29,339	30,197	31,048			
JULY 1, 1994	29,335	30,219	31,102	31,980			
JAN. 1, 1995	29,335	30,219	31,102	31,980	32,875		
JULY 1, 1995	29,922	30,823	31,724	32,619	33,533		
JAN. 1, 1996	29,922	30,823	31,724	32,619	33,533	34,472	
JULY 1, 1996	30,520	31,440	32,359	33,272	34,203	35,161	
JAN. 1, 1997	30,520	31,440	32,359	33,272	34,203	35,161	36,146

CR-5	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	32,188	33,159	34,139	35,109			
JULY 1, 1994	33,153	34,154	35,164	36,162			
JAN. 1, 1995	33,153	34,154	35,164	36,162	37,174		
JULY 1, 1995	33,816	34,837	35,867	36,885	37,918		
JAN. 1, 1996	33,816	34,837	35,867	36,885	37,918	38,980	
JULY 1, 1996	34,493	35,533	36,584	37,623	38,676	39,759	
JAN. 1, 1996	34,493	35,533	36,584	37,623	38,676	39,759	40,872

CS-1	STEP1	STEP2	STEP3	STEP4	STEP6	STEP8	STEP7	STEP8	STEPS	STEP 10
JULY 1, 1993	30,419	31,834	33,242	34,661	36,077	37,484	38,897	40,310	41,712	
JULY 1, 1994	31,332	32,789	34,239	35,700	37,159	38,608	40,064	41,519	42,963	
JAN. 1, 1995	31,332	32,789	34,239	35,700	37,159	38,608	40,064	41,519	42,963	44,467
JULY 1, 1995	31,958	33,445	34,924	36,414	37,902	39,380	40,865	42,350	43,823	45,356
JULY 1, 1996	32,597	34,114	35,623	37,143	38,660	40,168	41,682	43,197	44,699	46,263

DD-4	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP8	STEP7
JULY 1, 1993	32,896	34,061	35,222	36,385	37,539	38,695	
JULY 1, 1994	33,883	35,083	36,279	37,476	38,666	39,856	
JAN. 1, 1995	33,883	35,083	36,279	37,476	38,666	39,856	41,091
JULY 1, 1995	34,561	35,785	37,004	38,228	39,439	40,653	41,913
JULY 1, 1996	35,252	36,500	37,744	38,990	40,228	41,466	42,752

EG-04	STEP1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	38,661	40,206	41,814	43,489	45,227	47,035	
JULY 1, 1994	39,821	41,412	43,068	44,793	46,584	48,446	
JAN. 1, 1995	39,821	41,412	43,068	44,793	46,584	48,446	50,384
JULY 1, 1995	40,617	42,240	43,930	45,689	47,516	49,415	51,392
JULY 1, 1996	41,430	43,085	44,808	46,603	48,466	50,403	52,419

EG-05	STEP1	STEP2	STEP3	STEP 4	STEP6	STEP8	STEP7
JULY 1, 1993	42,524	44,225	45,995	47,835	49,748	51,739	
JULY 1, 1994	43,799	45,552	47,374	49,270	51,240	53,291	
JAN. 1, 1995	43,799	45,552	47,374	49,270	51,240	53,291	55,423
JULY 1, 1995	44,675	46,463	48,322	50,256	52,265	54,357	56,531
JULY 1, 1996	45,569	47,392	49,288	51,261	53,311	55,444	57,662

EG-06	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	46,777	48,649	50,595	52,619	54,723	56,912	
JULY 1, 1994	48,181	50,108	52,112	54,197	56,365	58,619	
JAN. 1, 1995	48,181	50,108	52,112	54,197	56,365	58,619	60,964
JULY 1, 1995	49,144	51,111	53,155	55,281	57,492	59,791	62,183
JULY 1, 1996	50,127	52,133	54,218	56,387	58,642	60,987	63,427

EN-ENG-03	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6	STEP7	STEP8
JULY 1, 1993	46,089	48,031	50,028	52,021	54,010	56,004	57,997	
JULY 1, 1994	47,472	49,472	51,529	53,582	55,630	57,684	59,737	
JAN. 1, 1995	47,472	49,472	51,529	53,582	55,630	57,684	59,737	61,888
JULY 1, 1995	48,422	50,461	52,560	54,653	66,743	58,838	60,932	63,125
JULY 1, 1996	49,390	51,471	53,611	55,747	57,878	60,015	62,151	64,388

ES-02	STEP 1	STEP 2	STEP 3	STEP 4	STEPS	STEP 6
JULY 1, 1993	36,378	37,599	38,821	39,868	41,261	
JULY 1, 1994	37,469	38,727	39,985	41,064	42,499	
JAN. 1, 1995	37,469	38,727	39,985	41,064	42,499	43,986
JULY 1, 1995	38,218	39,502	40,785	41,886	43,349	44,866
JULY 1, 1996	38,983	40,292	41,601	42,723	44,216	45,763

ES-04	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6
JULY 1, 1993	51,724	53,426	55,301	57,180	59,049	
JULY 1, 1994	53,275	55,029	56,960	58,896	60,820	
JAN. 1, 1995	53,275	55,029	56,960	58,896	60,820	62,827
JULY 1, 1995	54,341	56,129	58,099	60,074	62,037	64,084
JULY 1, 1996	55,428	57,252	59,261	61,275	63,277	65,366

FI-01	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP 6	STEP7	STEP 8	STEPS	STEP 10
JULY 1, 1993	35,368	37,004	38,639	40,275	41,910	43,546	45,183	46,818	48,641	
JULY 1, 1994	36,429	38,114	39,799	41,483	43,167	44,853	46,539	48,222	50,100	
JAN. 1, 1995	36,429	38,114	39,799	41,483	43,167	44,853	46,539	48,222	50,100	52,054
JULY 1, 1995	37,158	38,876	40,595	42,313	44,030	45,750	47,469	49,187	51,102	53,095
JULY 1, 1996	37,901	39,654	41,406	43,159	44,911	46,665	48,419	50,170	52,124	54,157

FI-02	STEP1	STEP2	STEP 3	STEP 4	STEP6	STEP6	STEP7	STEP8	STEP 9
JULY 1, 1993	43,052	45,049	47,046	49,044	51,043	53,041	55,037	57,258	
JULY 1, 1994	44,343	46,401	48,458	50,516	52,574	54,632	56,688	58,975	
JAN. 1, 1995	44,343	46,401	48,458	50,516	52,574	54,632	56,688	58,975	61,334
JULY 1, 1995	45,230	47,329	49,427	51,526	53,625	55,725	57,822	60,155	62,561
JULY 1, 1996	46,135	48,275	50,415	52,557	54,698	56,839	58,978	61,358	63,812

GT-02	STEP 1	STEP2	STEP3	STEP4	STEP 5
JULY 1, 1993	33,845	34,825	35,807	36,786	
JULY 1, 1994	34,860	35,870	36,881	37,890	
JAN. 1, 1995	34,860	35,870	36,881	37,890	38,913
JULY 1, 1995	35,557	36,587	37,619	38,648	39,691
JULY 1, 1996	36,268	37,319	38,371	39,421	40,485

GT-03	STEP 1	STEP2	STEP3	STEP4	STEPS
JULY 1, 1993	37,848	38,984	40,128	41,266	
JULY 1, 1994	38,984	40,154	41,332	42,504	
JAN. 1, 1995	38,984	40,154	41,332	42,504	43,694
JULY 1, 1995	39,764	40,957	42,158	43,354	44,568
JULY 1, 1996	40,559	41,776	43,001	44,221	45,459

PG-01	STEP1	STEP2	STEP3	STEP 4	STEP6	STEP6	STEP7	STEP8	STEP 9	STEP 10	STEP 11	STEP 12
JULY 1, 1993	25,314	26,758	28,204	29,641	31,087	32,534	33,980	35,428	36,872			
JULY 1, 1994	26,074	27,561	29,051	30,531	32,020	33,510	34,999	36,491	37,978			
JAN. 1, 1995	26,074	27,561	29,051	30,531	32,020	33,510	34,999	36,491	37,978	39,535		
JULY 1, 1995	26,595	28,112	29,632	31,141	32,660	34,180	35,699	37,221	38,738	40,326		
JAN. 1, 1996	26,595	28,112	29,632	31,141	32,660	34,180	35,699	37,221	38,738	40,326	41,979	
JULY 1, 1996	27,127	28,675	30,224	31,764	33,314	34,863	36,413	37,965	39,512	41,132	42,819	
JAN. 1, 1996	27,127	28,675	30,224	31,764	33,314	34,863	36,413	37,965	39,512	41,132	42,819	44,574

PM-01	STEP1	STEP2	STEP3	STEP 4	STEP 5	STEP6	STEP7	STEP 8	STEP 9
JULY 1, 1993	30,449	31,818	33,186	34,553	35,921	37,287			
JULY 1, 1994	31,362	32,770	34,181	35,590	36,999	38,408			
JAN. 1, 1995	31,362	32,770	34,181	35,590	36,999	38,408	38,865		
JULY 1, 1995	31,990	33,426	34,865	36,302	37,739	39,174	40,662		
JAN. 1, 1996	31,990	33,426	34,865	36,302	37,739	39,174	40,662	42,208	
JULY 1, 1996	32,629	34,094	35,562	37,028	38,494	39,957	41,476	43,052	
JAN. 1, 1997	32,629	34,094	35,562	37,028	38,494	39,957	41,476	43,052	44,688

PM-02	STEP 1	STEP2	STEP3	STEP 4	STEP6	STEP6	STEP7
JULY 1, 1993	36,684	38,234	39,782	41,327			
JULY 1, 1994	37,785	39,381	40,975	42,566			
JAN. 1, 1995	37,785	39,381	40,975	42,566	44,227		
JULY 1, 1995	38,541	40,188	41,795	43,418	45,111		
JAN 1, 1996	38,541	40,188	41,795	43,418	45,111	46,870	
JULY 1, 1996	39,312	40,972	42,631	44,286	46,013	47,808	
JAN 1, 1997	39,312	40,972	42,631	44,286	46,013	47,808	49,672

PM-03	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	39,802	41,408	43,007	44,612			
JULY 1, 1994	40,996	42,650	44,297	45,951			
JAN. 1, 1995	40,996	42,650	44,297	45,951	47,651		
JULY 1, 1995	41,816	43,503	45,183	46,870	48,604		
JAN. 1, 1996	41,816	43,503	45,183	46,870	48,604	50,402	
JULY 1, 1996	42,653	44,373	46,086	47,807	49,578	51,410	
JAN. 1, 1997	42,653	44,373	46,086	47,807	49,578	51,410	53,313

PM-04	STEP 1	STEP2	STEP3	STEP4	STEP6	STEP6	STEP7
JULY 1, 1993	43,427	45,284	47,101	48,939			
JULY 1, 1994	44,730	46,622	48,514	50,408			
JAN. 1, 1995	44,730	46,622	48,514	50,408	52,373		
JULY 1, 1995	45,624	47,555	49,484	51,416	53,421		
JAN. 1, 1996	45,624	47,555	49,484	51,416	53,421	55,504	
JULY 1, 1996	46,537	48,506	50,474	52,444	54,489	56,614	
JAN. 1, 1997	46,537	48,506	50,474	52,444	54,489	56,614	58,822

PM-05	STEP 1	STEP 2	STEP 3	STEP4	STEP6	STEP6	STEP 7
JULY 1, 1993	51,900	54,108	56,314	58,526			
JULY 1, 1994	53,457	55,731	58,004	60,281			
JAN. 1, 1995	53,457	55,731	58,004	60,281	62,632		
JULY 1, 1995	54,526	56,846	59,164	61,487	63,885		
JAN. 1, 1996	54,526	56,846	59,164	61,487	63,885	66,377	
JULY 1, 1996	55,616	57,983	60,347	62,717	65,163	67,704	
JAN. 1, 1997	55,616	57,983	60,347	62,717	65,163	67,704	70,345

**GENERAL BARGAINING UNIT
SEPTEMBER 28, 1994**


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

FOR VANCOUVER INTERNATIONAL AIRPORT AUTHORITY:

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



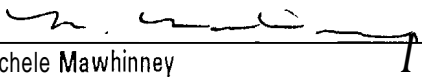
David Vance
Local 20221



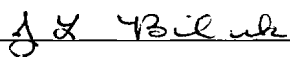
Glen McCoy
Superintendent Budgeting & Financial Analysis



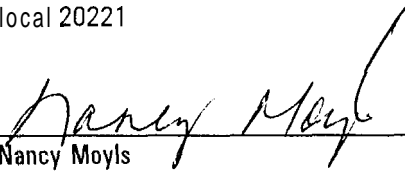
Bob Ginter
Local 20221



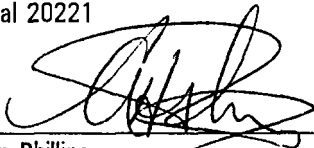
Michele Mawhinney
Industrial Relations Consultant




Judy Biluk
local 20221



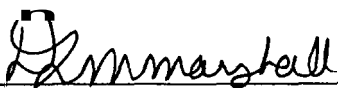
Nancy Moyls
Local 20221



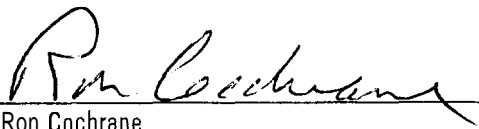
Alan Phillips
Regional Vice President U.C.T.E. I P.S.A.C.



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



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



Ron Cochrane
Negotiator P.S.A.C.

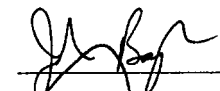
LETTER OF UNDERSTANDING

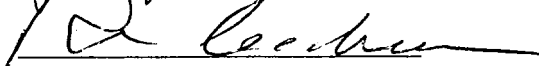
During the course of negotiations the parties agreed to the following:

1. Bilingual Bonus: Employees who currently receive a bilingual bonus of \$800 per year shall have such bonus red-circled until the expiry of the Collective Agreement.
2. Trade & MDO Supervisory Rate: During the life of the Agreement the parties will undertake a joint classification review of the trade and MDO supervisory differentials. In the interim the current differentials will apply.
3. Extended Health Plan: The parties agreed to specific improvements to the extended health plan which will be outlined in writing to the insurance company and a copy of such letter forwarded to PSAC.
4. Benefit Plans: All negotiated benefit plan improvements will be effective on the first day of the month following signing of the Collective Agreement. Improvements in long term disability benefit coverage will not apply to employees on long term disability upon the date of signing.
5. New Increment Steps: All employees who have been at the maximum step of their classification for one (1) year or more will receive the new maximum incremental step, if applicable, on the 1st of January of 1995, 1996, and 1997.
6. Retro-active Pay: Employees on the active payroll upon the date of signing, and former employees (except those who resigned or were terminated by the Employer) shall be entitled to retro-active pay based on their straight time regular pay, overtime pay, and acting pay. Employees on leave for long term disability or workers' compensation shall be entitled to retro-active pay for time worked prior to their leave. Former employees eligible for retro-active pay must apply for such pay in writing to the Employer.

Signed this ____ day of September, 1994

For PSAC:





For YVRAA:

