

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**KAMLOOPS AIRPORT**

**("THE EMPLOYER")**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**("THE UNION")**

**August 27, 2023 – August 26, 2026**

**12875-07**

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## **GENERAL AGREEMENT**

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

#### **1.01**

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

#### **1.02**

No employees covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Agreement.

### **2. MANAGEMENT RIGHTS**

#### **2.01**

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

#### **2.02**

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

### **3. RECOGNITION**

#### **3.01**

The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated **29 October 2010**.

### **4. EMPLOYEE REPRESENTATIVES**

#### **4.01**

The Employer acknowledges the right of the Alliance to appoint or otherwise select two (2) employees as representatives having regard to the distribution of employees at the workplace by shift and/or location. The Alliance shall notify the Employer in writing of the name of its representatives.

#### **4.02**

A representative shall obtain the permission of the Employer 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 Employer before resuming normal duties.

#### **4.03**

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

#### **4.04**

Subject to operational requirements, the Employer will grant leave with pay to the designated Union representative who is 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**

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

#### **5.02**

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

### **5.03**

The Employer shall provide the Alliance with access to a photocopier, space for and a filing cabinet, and use of the Kamloops Airport Ltd. 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 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 agree 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 employee status 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 Alliance with a copy of the Kamloops Airport Ltd. 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 the employees' 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 Kamloops Airport Ltd. 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**

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, or gender identity or expression 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.

- a) 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.
- b) 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.
- c) 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. HARASSMENT**

### **10.01**

The Employer, the employees, and the Alliance recognize the right of all persons employed by the Kamloops Airport Ltd. to work in an environment free from all forms of harassment including sexual harassment. Harassment does not include the good faith exercise of managerial or supervisory duties.

- a) "Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature.
  - i) That might reasonably be expected to cause offence or humiliation, or
  - ii) that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.
  - iii) "Personal Harassment" means any improper behaviour by an individual that is directed at and offensive to an Employee which the individual knows or reasonably ought to know would be unwelcome. This comprises bullying, objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient.
- b) Harassment is a disciplinary infraction and will be dealt with as such by the Employer.

c) At any stage in this procedure an Employee may seek assistance and/or involvement of a Union representative.

## **10.02**

### Complaint Procedure:

(a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, will contact the Employer 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) National Day for Truth and Reconciliation**
- (i) Thanksgiving Day,
- (j) Remembrance Day,
- (k) Christmas Day,
- (l) Boxing Day,

(m) Family Day,

(n) One additional day when proclaimed by an Act of Parliament as a national holiday unless the holiday is for the same or substantially similar purpose or celebration as a provincial holiday already mentioned above, in which case the provincial holiday will be replaced by the 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 the employee has 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) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
- i) 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.
  - ii) 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**

For the purpose of this clause, immediate family is defined as Father, Mother (or alternatively Stepfather, Stepmother, or Foster Parent), Brother/Step Brother, Sister/Step Sister, Spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), *foster child*, stepchild or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of **five (5) paid days/shifts. At the request of the employee, such bereavement leave may be taken in a single period of five (5) paid days/shifts or may be taken in two (2) periods to a maximum of five (5) paid days/shifts.**

In addition, the employee may, at the Employer's discretion, be granted up to three (3) additional paid days leave for the purpose of travel related to the death where distances so warrant.

An employee is entitled to one (1) day's bereavement leave in the event of the death of the employees' son-in-law, daughter-in-law, brother-in-law or sister-in-law. The employee may, at the Employer's discretion, be granted additional time off with or without pay.

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.

On request, the Employer may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

### **12.02 Maternity Leave Without Pay**

An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending no later than seventeen (17) weeks after the termination of the pregnancy and subject to clause 12.04.

Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which the employee's newborn child is hospitalized, the employee may resume their maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.

An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.

A pregnant employee may be eligible for medical 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.

An employee shall inform the Employer in writing of their plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.

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 their maternity leave for a period of at least six (6) months (including periods of approved leave other than Care & Nurturing leave) and who qualifies for Employment Insurance benefits shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.

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 allowance.

Maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- a) where an employee is subject to a waiting period of one (1) week before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of their weekly rate of pay for the waiting period less any other monies earned during this period; and/or
- b) up to a maximum of sixteen (16) weeks, payment equivalent to the difference between the *EI* benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay, less any other monies earned during the period which may result in a decrease in *EI* benefits to which the employee would otherwise have been eligible.
- c) 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.
- d) 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.

Where an employee has the actual care and custody of their newborn child, that employee is entitled to additional parental leave without pay pursuant to clauses 12.03 and 12.04 of up to *sixty-one (61)* weeks ending no later than *seventy-eight (78)* weeks after the child comes into the employee's care.

### **12.03 Parental Leave Without Pay**

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

An employee may request parental leave at least four (4) weeks prior to the expected date of birth of their newborn child or the expected custody date of their adopted child unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than *seventy-eight (78)* weeks after commencing.

### **12.04**

The aggregate amount of parental leave and maternity leave utilized by an employee in respect of the same birth shall not exceed a total of *seventy-eight (78)* weeks.

The aggregate amount of parental leave, or the aggregate amount of parental and maternity leave, utilized by an employee-couple in respect of the same birth or adoption shall not exceed a total of *seventy-eight (78)* weeks for both employees combined.

The number of weeks of maternity or parental benefits the employee is eligible for does not increase if there is a multiple birth or an adoption of more than one (1) child at a time.

#### **12.05**

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

#### **12.06**

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

#### **12.07**

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

#### **12.08**

An employee who takes leave for maternity or parental purposes or long-term disability, upon written request, shall be informed by the Employer in writing of job posting opportunities which arise during such leave.

#### **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 their position. Where no reassignment is made after two (2) years from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.

e) no service in the calculation of vacation leave shall be accrued during such leave if the period of leave is greater than one (1) year.

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

#### **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 residing with the employee), dependent children (including children of legal or common-law spouse), foster child, parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.

b) The Employer shall grant leave with pay under the following circumstances:

i. for a medical or dental appointment when the dependent family member is incapable of attending the appointments by themselves, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize the employees' absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;

ii. for the employee to attend a medical or dental appointment which cannot be scheduled outside of normal working hours. An employee is expected to make reasonable efforts to schedule medical or dental appointments to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

iii. to provide for the temporary care of a sick member of the employee's family;

iv. 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/**shifts**;

v. for the purpose of getting married.

**c) Up to two (2) days/shifts leave with pay for the purpose of preventative health and wellness necessary to the psychological health and well-being of the employee.**

d) The total leave with pay which may be granted under this clause shall not exceed five (5)



working days/**shifts** in a calendar year.

For medical appointments outside the community of Kamloops, employees may use sick, lieu or vacation time for travel during regularly scheduled hours of work.

### **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 their 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 the employee 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**

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.

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.

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.

The "Deferred Salary Plan for Career Development Leave" Memorandum of Agreement shall be considered to form part of this Agreement.

### **12.14 Compassionate Leave**

For the purpose of this clause, a family member is defined as a spouse or common-law partner; parent; spouse or common-law partner of a parent; child; or child of a spouse or common-law spouse; or foster child.

An employee shall be granted compassionate leave without pay for a maximum of **twenty-eight (28) calendar weeks** for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply:

- a) an employee shall provide the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given; and
- b) an employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks; and
- c) The leave period(s) shall not be less than one (1) week periods.

If during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the vacation leave credits shall be restored accordingly.

The period of compassionate care leave shall end upon earlier of the following: the end of the **twenty-eight (28) weeks** leave, the date the ill family member no longer requires care or support, or the death of the ill family member.

Unpaid compassionate care leave utilized by an employee-couple for the same family member shall not exceed a total of **twenty-eight (28) weeks** for both employees combined.

An employee may elect during the **twenty-eight (28) weeks** leave to utilize their earned compensatory, lieu, or vacation leave.

Compassionate care leave shall be counted for the calculation of "continuous service" for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.

On request, the Employer may, after considering the particular circumstances involved, grant leave for the period greater than that provided for.

### **12.15 Family Violence Leave**

**The Employer recognizes that employees or the dependent child may face situations of violence or abuse in their personal life that may affect their attendance and performance at work.**

**(a) Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, in order to enable the employee:**

- (i) to seek medical attention for themselves or their child in respect of a physical or psychological injury or disability;**
- (ii) to obtain services from an organization which provides services to victims of family violence;**
- (iii) to obtain psychological or other professional counselling;**
- (iv) to relocate temporarily or permanently and;**
- (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.**

**(b) The first five (5) days of such leave shall be paid by the Employer. For the balance of the leave period, employees on such leave may first use accumulated family-related leave or accumulated compensatory leave.**

**(c) This leave may be taken as consecutive or single days or as a fraction of a day based on one-hour intervals, with request for approval being sought as soon as is reasonable within the first working day. This leave shall not be carried forward.**

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

**(e) The Employer may make a confidential request in writing no later than fifteen days after an employee's return to work, that the employee provide documentation to support the reasons for leave. The completion of a declaration signed by the employee that they were unable to attend work or perform their duties due to domestic /family violence will be deemed to have met the request.**

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

#### **12.16 Traditional Leave**

**Pursuant to the Canada Labour Code as amended from time to time, an employee who is Indian, Inuit or Metis and who has been continuously employed for three (3) consecutive months will be entitled to a leave without pay of up to five (5) working days in every calendar year in order to engage in traditional practices such as hunting, fishing and harvesting.**

**The employee, at their discretion, may request to use accumulated compensatory leave of up**

**to five (5) days for this leave.**

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

#### **13.01**

It is agreed that sick leave shall be payable where the illness or injury of the employee concerned incapacitates the employee to the extent that the employee cannot carry out their normal duties with Kamloops Airport. The use of sick leave by eligible employees shall be allowed if the illness happens while the said employee is in the employ of Kamloops Airport provided the employee is scheduled for work. Kamloops Airport shall be responsible for any cost incurred by an employee in providing a primary health care practitioner's report when requested by Kamloops Airport.

#### **13.02**

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

#### **13.03**

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 physician(s) designated by the Employer. The Employer will bear the costs of medical reports provided by Employer designated physicians.

#### **13.04**

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 medical leave shall be subject to the appropriate discipline.

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

#### **13.05 Short Term Illness and Injury**

Full time employees, and regular part time employees who regularly work 20 or more hours per week, who have completed the probationary period shall qualify for short term medical leave benefits up until the 89<sup>th</sup> calendar day of any one sickness according to the following provisions:

- (a) Disability means that, during and after the qualifying period, the member has a medical impairment due to injury or disease which prevents the employee from performing, in any setting, all the essential duties of the occupation in which the employee participated just before the disability started.
- (b) Employees who are working at their regular jobs will earn twelve (12) medical leave hours per

month (the equivalent of 1 ½ days). Unused hours will accumulate from year to year to a maximum of 1040 hours.

(c) Should the employee leave the employ of Kamloops Airport for any reason whatsoever, such accumulated hours shall be forfeited.

Where an employee has been granted medical leave as a result of an accident or other event for which a third party may be responsible, the employee shall be obliged to reimburse the Kamloops Airport the amount received from the third party, but in no case shall the reimbursement exceed what the employee received from the Kamloops Airport in medical leave benefits.

## **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**

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.

Employees laid off will also be provided with a job search assistance program and counselling services co-ordinated by the Employee

#### **14.06**

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

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

#### **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**

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 the employee has not been recalled.

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 March 18, 1997 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 regular 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, the employee is entitled to severance (as per clause 14.13).

#### **15.02**

When an employee retires from the Kamloops Airport Ltd. at age fifty-five or over, the employee 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 their position by failing to report for duty for one scheduled work cycle i.e. four (4) or five (5) consecutive days as is applicable to the employee's work cycle.

## **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 the employee is entitled as prescribed in Appendix C.

### **18.02**

Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position. In no case shall the employee be paid at less than the minimum rate.

### **18.03**

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 whose position is reclassified downward shall be "red-circled" at their current rate until the rate of the new position exceeds the protected rate.

An employee whose position is reclassified downward and who has refused reassignment to a position rated the same as or higher than their prior position and for which the employee has the requisite skills and abilities shall be "red-circled" at their current rate of pay.



An employee who is demoted, or obtains a position through the posting procedure which is rated lower than their current position, shall receive the lesser of their current rate of pay and the maximum rate in the new position.

**18.05**

In the event a non-bargaining unit employee is appointed to a position within the bargaining unit that employee shall receive the lesser of their current salary and the maximum incremental rate for the new position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.

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

**18.06**

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.

**18.07**

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 one (1) full shift or more, the employee shall be paid acting pay calculated from the date on which the employee commenced to act, in accordance with clause 18.03.

**18.08**

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.

**18.09**

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

**18.10**

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 forty-five (45) kilometers of Kamloops on:

- a) A day of rest, time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of eight (8) hours pay and at time and a half (1.5X) for each subsequent hour or part thereof.
- b) A designated holiday, time spent in travel shall be considered time worked, and shall be paid at applicable overtime rates.
- c) A normal working day on which the employee travels but does not work, the employee will receive their regular pay for the day and shall be paid at the straight time rate for all hours travelled in excess of their normal workday.

A normal working day in which the employee works and travels, the employee will be paid;

- a) their regular pay for the day
- and
- b) pay for travel outside of the normal hours of work at the straight time rate of 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 Company will continue its current practice of prepaying costs for commercial accommodation, ground transportation for car rentals, airfare.**

The Employer will reimburse employees for reasonable expenses incurred travelling on Employer business including meals, commercial accommodations in accordance with the current Federal Government guidelines (CRA), for approved use of the employee's personal vehicle.

**The Employer will in good faith endeavour to reduce the time it takes to approve and reimburse employee expenses.**

### **19.04**

The Employer agrees to consult with the Union in accordance with Article 37 at least thirty (30) days prior to implementing changes to the existing travel policy that may affect members of the bargaining unit, and will:

- a) be at least comparable to the current travel practices;
- b) ensure that travel advances, allowances, rates and conditions of reimbursement are sufficient to ensure that employees should not be out of pocket for expenses while travelling on the Employer's business.

## **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 their 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, or their designee, 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, or their designee, 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.

### **20.05**

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

## **21. EMPLOYEE PERFORMANCE REVIEW**

### **21.01**

The purpose of an employee performance review is to discuss with the employee their performance in relation to the duties required in of the 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 the employee, 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 their 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**

Prior to an employee performance review the employee shall be given:

- a) the evaluation form which will be used for the review;
- b) any written document which provides instructions to the person conducting the review;

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**

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.

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 Union representatives. The Union may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.

The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters.

When a pregnant or nursing employee expresses concern about the possible ill effects of their work or work location upon the employees' health or the health of the employees' foetus or child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement.

#### **22.02**

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

#### **22.03 Critical Incident Stress**

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

### **23. STAFFING PROCEDURE**

#### **23.01**

The Employer shall post all permanent vacancies, including newly created positions, in the bargaining unit. An employee who takes leave for maternity, paternity, or long-term disability purposes upon written request, shall be informed by the Employer in writing of job posting opportunities which arise during such leave.

#### **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.
- c) 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.

d) 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 selection committee shall interview all candidates in the bargaining unit who meet the posted requirements of the position. 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 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.

#### **23.07**

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.

#### **23.08**

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.

#### **23.09**

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.

#### **23.10**

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

a) temporary vacancies of six (6) months or less or except in cases of the temporary absence from work of a member of the bargaining unit; or,

- b) temporary vacancies of six (6) months or less to fill a vacancy created by a temporary absence from work in which case bargaining unit members employed at a lower rate of pay shall be granted priority on an equitable basis provided such employees are immediately capable of performing the position and are employed within the department. The vacancy thereby created will in such cases not be subject to this Article; or,
- c) reassignments into permanent vacancies for the purpose of training or career development provided that no reassignment of any employee shall exceed six (6) months in total in any position and that the vacancy shall be posted within twelve (12) months; or,
- d) reassignment within the same classification and level; or,
- e) reassignment of a disabled person employed by the Kamloops Airport Ltd.
- f) It is not the intent of clauses 23.10 (a), (b), or (c) above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

The Employer is not required to post if there is only one classification within the bargaining unit.

#### **23.11**

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.

#### **23.12**

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

#### **23.13**

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.

#### **23.14**

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 Union representative(s) and Management 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, the employee will first try and resolve the difference by speaking to their direct excluded manager ~~and~~ within ten (10) calendar days of the matter giving rise to the difference, or of the employee becoming aware of the matter. The direct excluded manager will respond verbally to the issue within ten (10) calendar days of the meeting with the employee. If the matter is resolved, the Employer will document the resolution and specify the Article involved and the agreed remedy. A copy will be distributed to the Union.

In calculating the ten (10) calendar day period referred to above only the days during which the employee is actively at work shall be counted.

##### **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 Employer, including the redress requested. Within ten (10) days of the receipt of the grievance, the Employer shall give written response delivered confidentially to the employee and the Union 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, health or safety, or sexual harassment, shall be processed at Stage 2. 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.

### **25. ARBITRATION**

#### **25.01**

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

#### **25.02**

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

#### **25.03**

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

#### **Regular Part-time Employees**

A regular part-time employee is an employee who:

- a) has scheduled hours of work which are less than those established in the Hours of Work Article 27; and,
- b) has established by the Employer, on an annual basis, the average number of hours (at least twenty (20)) to be worked weekly; and,
- c) is paid bi-weekly on the basis of their established average weekly work hours; and,
- d) is paid at the straight-time rate of pay for work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
- e) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
- f) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
- g) is entitled to benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees, unless otherwise agreed with the Alliance; and,
- h) has the right to decline work beyond their regularly scheduled part-time hours; and,
- i) is covered by all provisions of this Agreement except as modified in Appendix A and above

### **Casual Part-time Employees**

A casual part-time employee is an employee who:

- a) may be utilized on an "on-call basis" without having normal hours of work or days of rest scheduled; and
- b) will not work in excess of seven hundred and eighty (780) hours in a calendar year; and,
- c) is paid bi-weekly based on actual hours worked during their pay period; and,
- d) is paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
- e) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
- f) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
- g) is not entitled to benefits as provided in Appendix A; and,
- h) is entitled to a salary adjustment of 6% of base pay in lieu of any benefits once the employee has exceeded working 500 hours in each calendar year; and,
- i) is entitled to 4% vacation pay and will receive overtime for work performed on a statutory holiday; and,
- j) has the right to decline on-call work; and'
- k) will be deemed to be laid-off without severance pay when the employee has not worked for a period of six (6) consecutive months.

**The parties agree that when contiguous overtime opportunities are available, full-time employees will have priority over a casual employee on the same shift and the right of first refusal for any overtime opportunities.**

### **26.03 Term Employees**

Term employees are employees hired for a fixed period of six (6) months or longer for the purpose of;

- a) short term assignments

- b) non-recurring work, or;
- c) 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 23.10. Temporary employees are covered by all provisions of this Agreement, except the severance pay and marriage leave provisions. When temporary employees qualify for benefits as provided in Article 34, they will be provided a salary adjustment in lieu of such benefits and vacation.

#### **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**

Unless otherwise specified, "days" refers to calendar days throughout this Agreement.

#### **27.02**

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

##### **Standard Schedule**

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

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. In the event the Employer establishes a clerical classification, the hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be seven and one-half (7 1/2) consecutive hours per day and thirty-seven and one-half (37 1/2) hours per week.

##### **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.

### **27.03 Scheduling**

- a) When the Employer needs to modify or change scheduled working hours and/or shift patterns, the Employer will work collaboratively with the president of the Local Union. Any changes must meet regulatory and operational requirements while being cost effective
- 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.

### **27.04**

When the Employer needs to modify or change scheduled working hours and/or shift patterns, the Employer will work collaboratively with the president of the Local Union. Any changes must meet regulatory and operational requirements while being cost effective.

### **27.05**

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 three (3) 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.

### **27.06**

**(a) In the event the Company needs to replace an employee(s) who is absent due to a leave or Employer directed business, the Employer will first ask for volunteers. In the event there are no volunteers, the available shift(s) will be offered in descending order of seniority. Where there is no willing employee, the most junior qualified and available employee(s) will be assigned. Overtime allocated pursuant to this provision will not be used to assert a violation of article 28.08. When the employer provides seven days' notice or less Article 27.06 (b) will apply.**

(b) An employee who is required to change their scheduled shift without receiving at least seven (7) days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

#### **27.07**

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.

#### **27.08 Meal Breaks**

a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.

b) Certain continuous operations require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal-break because they will not be able to leave the workplace for a meal break. Subject to clause 27.08(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.

#### **27.09 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.

#### **27.10 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,
- b) on the day it terminates where more than half the hours worked fall on that day.

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

#### **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) 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 ½) for each hour worked in excess of the employee's normal scheduled daily hours;
- ii. time and one-half for each hour worked on the employee's first day of rest after the completion of the employee's regular work cycle, and double time for each hour worked in excess of the employee's scheduled work hours;
- iii. double time (2x) on the second and subsequent day of rest after the completion of the employee's regular work schedule.

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) for runway checks, where an employee is scheduled to work overtime of less than three (3) hours in duration on a rest day, the employee will be paid the greater of the time scheduled or the actual time worked at the applicable overtime rate.
- d) 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);
- e) double time for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period

### **28.04**

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.



## **28.05**

Compensatory leave with pay of greater than **forty-eight (48)** hours and not used by December 31st will be paid out at the rate at which it was earned.

## **28.06**

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 twelve dollars (\$12.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees' place of work.

b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of twelve dollars (\$12.00) 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.

## **28.07**

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

## **28.08**

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

## **29. CALL-BACK PAY**

### **29.01**

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

### **29.02 Remote Location**

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

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

### **30. MILEAGE PREMIUM**

#### **30.01**

When an employee reports for overtime work on the same day (call-back and call-in), the employee shall be reimbursed for actual mileage at the rate set out in Article 19.03, to a maximum of thirty (30) kilometers 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 eighteen dollars (\$18.00) for each eight (8) consecutive hours or portion thereof that the employee is on standby.

#### **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 two dollars (\$2.00) 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 two dollars (\$2.00) per hour for regularly scheduled straight time hours of work on a Saturday and/or Sunday.

**32. VACATION LEAVE**

**32.01 General**

Employees may access their payroll information, including vacation balances, at any time online through the payroll self-service portal and will be notified, in writing, of their vacation balance by the end of January.

**32.02 Vacation Year**

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

**32.03 Vacation Service**

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

- a) the length of continuous service with the Kamloops Airport Ltd.
- b) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.

**33.04 Vacation Entitlement**

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

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

**33.05 Credits**

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

| <b>Years of Service</b> | <b>Equivalent Annual Vacation</b> |
|-------------------------|-----------------------------------|
| 0 to 6                  | 15 days                           |
| 6+ to 14                | 20 days                           |
| 14+ to 20               | 25 days                           |
| 20+                     | 30 days                           |

- a) vacation credits as above will be prorated for regular part time employees.

### **33.06 Scheduling**

Employees are expected to take all of their vacation leave during the vacation year in which it is earned.

- a) Subject to operational requirements:
- (i) and the following rotational scheduling process, the Employer will make reasonable efforts to grant the employee their vacation leave at the times requested by the employee.
  - (ii) each employee shall select their vacation through a rotational scheduling process, within the employee's department, starting with the employee with the greatest vacation service (as defined in clause 33.04) and progressing through to the employee with the least vacation service. Each employee may select up to three consecutive weeks of vacation per selection. Following this selection, and where practicable, the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15 and September 15. This selection process will be completed by March 1st. Employees must schedule all but one (1) week vacation by March 15th. If the one (1) week is not taken during the vacation year it will automatically be carried over.
  - (iii) an employee may request to carry-over in the following vacation year their vacation leave entitlement. If such request is approved by the Employer the provisions of **clause 33.07** will apply.
  - (iv) **Notwithstanding the provisions of clause 33.07, if an employee's vacation leave request is denied due to operational requirements, at the employee's request, the denied leave will be automatically carried over to the next year.**

The administrative details pertaining to this procedure shall be established in consultation with the Union.

The Employer shall give the employee as much notice as is practicable when approving or denying vacation leave.

Once an employees' vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

### **33.07 Carry-over**

Pursuant to 33.06, carry-over beyond one year shall be by mutual consent. Where there is no agreement to carry-over beyond one year, fifty percent (50%) of the outstanding balance will be paid out at the end of the calendar year. The balance of the carry-over will be paid out by November 1st

unless the employee has taken the vacation by that date.

### **33.08 Displacement of Vacation Leave**

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

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

### **33.09**

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

### **33.10 Leave When Employment Terminates**

When an Employee dies or otherwise ceases to be employed, the Employee or their estate shall be paid any outstanding vacation pay at the Employee's current rate of pay.

## **34. INSURANCE PLANS**

### **34.01**

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

- a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- b) Extended Health: 100% of the premium of an extended health plan providing vision care to a maximum of \$350 per person every twenty-four (24) months, and supplementary medical benefits.
- c) Dental Plan: 100% of the premium of a dental plan providing:
  - i) 100% of the current approved schedule of fees for Basic Services;
  - ii) 60% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$2,000.00 per person every calendar year.
  - iii) 50% of the current approved schedule of fees for Orthodontic Services to a lifetime

maximum of \$3,000 per person;

d) Basic Life Insurance Plan: 100% of the premium of a life insurance plan providing: coverage of 200% of salary and insurance for AD&D and dependent life (spouse: \$5,000; child: \$2,500).

e) Long Term Disability: 85% of the premium for a long-term disability plan providing 66 2/3 of the employee's current salary.

#### **34.02 Health Care Spending Account**

**The Employer will establish an annual supplementary Health Care Spending Account (HCSA) in the amount of two hundred and fifty (\$250) per year for each employee enrolled in the benefit plan.**

The HCSA account will be administered through the employer's benefit plan administrator. Under the HCSA employees will be reimbursed for eligible healthcare and dental expenses up to \$250/year. The expenses can be incurred for the employee or dependents covered under the plan, including spouses and children of the employee.

Coverage is provided for those expenses:

- That qualify for a medical expense tax credit under the Income Tax Act (Canada)
- That are deemed to be eligible medical expenses under a private services plan, as defined by the Income Tax Act

Any unused portion of the HCSA remaining at the end of the plan year will be carried forward to be used in the following plan year. However, if the amount carried forward is not used by the end of that plan year, it will be forfeited.

### **35. PENSION PLANS**

#### **35.01**

Defined Contribution Plan

Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, 6% of their pensionable earnings. The Kamloops Airport Ltd. 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 affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

### **36.06**

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

## **37. JOINT CONSULTATION**

### **37.01**

The parties acknowledge the mutual benefits to be derived from joint consultation. As such, joint consultation meetings shall be held on a quarterly basis or as mutually agreed. In addition, the Employer will meet annually with Union representatives.

## **38. BARGAINING UNIT WORK**

### **38.01**

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. APPRENTICESHIP**

### **39.01**

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

### **39.02**

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

### **39.03**

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

## **40. POSITION CLASSIFICATION**

### **40.01**

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.

### **40.02**



Where there is a substantial change to duties of an existing position, an Employee may request a re-evaluation of the position. It is recognized and agreed that some organization changes can result in changes to job duties and responsibilities which may take place incrementally over an extended period of time. In such cases, the Employer will keep both the Employee and the Union informed. Under these conditions, the Employer will endeavour to provide compensation to reflect a reasonable period of time. In the event there is a disagreement with the classification level assigned to the position by management, the issue may be submitted to the grievance and arbitration procedure.

#### **40.03**

Upon written request, an employee shall be provided with the most recent statement of duties and responsibilities of their position. Such information shall not be included in, nor form part of, the collective agreement.

### **41. CONTRACTING OUT**

No current employee of Kamloops Airport Ltd. shall be subject to lay-off, or have their regular hours of work reduced as a result of the Employer subcontracting bargaining unit work. Should such employees leave the employ of Kamloops Airport Ltd. for any reason, the Employer shall not be restricted from contracting out such work.

Employees not covered by the terms of this Agreement and subcontractors will not perform duties normally assigned to those Employees who are covered by this Agreement, except in the following instances:

- a) for the purposes of instruction or training;
- b) when qualified regular employees are not available;
- c) in the event of an emergency or to ensure regulatory compliance;
- d) where the work requires specific training or equipment not immediately available within the bargaining unit.

### **42. AGREEMENT REOPENER**

#### **42.01**

This Agreement may be amended by mutual consent.

### **43. DURATION**

#### **43.01**

The provisions of this Agreement will expire on August 26, **2026**

In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representative.


  
\_\_\_\_\_  
**Director, SAMI TEITTINEN**  
**Kamloops Airport Ltd.**

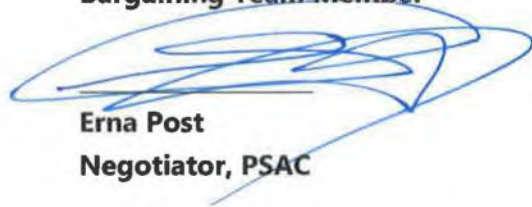
  
\_\_\_\_\_  
**Jamey Mills**  
**Regional Executive Vice-President, BC PSAC**

  
\_\_\_\_\_  
**Ed Ratuski**  
**Managing Director,**  
**Kamloops Airport Ltd.**

  
\_\_\_\_\_  
**Barry Tchir**  
**Regional Executive Vice-President, Pacific**  
**UCTE**

  
\_\_\_\_\_  
**Nathan Louvros**  
**Bargaining Team Member**

  
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**Sherry Senum**  
**Bargaining Team Member**

  
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**Erna Post**  
**Negotiator, PSAC**

April 4/24  
**Date**

MAY 1, 2024  
**Date**

**APPENDIX "A"**  
**AGREEMENT FOR REGULAR PART-TIME EMPLOYEES**

**GENERAL:**

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

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

Vacation & Medical 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.

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.

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.

Bereavement/Adoption Parental/Care & Nurturing Leave: Shall not be prorated.

|                  |   |
|------------------|---|
| Call-Back:       | The minimum payment shall be four (4) hours pay at the straight-time rate.  |
| Reporting Pay:   | The minimum payment shall be four (4) hours pay at the straight-time rate.  |
| Medical/Dental:  | The insurance coverage for Medical and Dental shall not be prorated.  |
| Pension:         | Per pension document.   |
| Life/LTD:        | Based on % of earnings (must regularly work 20 hours per week to qualify).  |
| 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. |

## **APPENDIX "B"**

### **CLOTHING POLICY**

#### **GENERAL**

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

| <b>Clothing</b>      | <b>Initial Issue</b> | <b>ARFF</b> |
|----------------------|----------------------|-------------|
| Shirts               | 4                    | 2           |
| Pants                | 4                    | 2           |
| Coveralls            | 3                    |             |
| Coverall (insulated) | 1                    |             |
| Jacket (summer)      | 1                    |             |

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

#### **Rainwear**

The Employer will provide rain wear (hats, coats, pants, and boots) as required.

#### **Winter Wear**

The Employer will supply one (1) parka every three (3) years. The parka will be cleaned annually, or as deemed needed by the Employer, at no cost to the employee.

The Employer will also supply winter mitts and boots.

#### **Safety Footwear**

The Employer shall provide Airport Technicians with suitable safety footwear every two (2) years', or earlier if replacement is needed due to damage. All footwear will comply with CSA standards.

#### **Sunglasses**

The Employer will provide safety sunglasses.

**APPENDIX "C"**  
**WAGE SCHEDULE**

**Wages**

Effective August 27, 2023

|  | 2023            | 2024            | 2025            |
|--|-----------------|-----------------|-----------------|
|  | 4.25%           | 4%              | 4%              |
| <b>Airport Technician I</b>                      | <b>\$ 34.36</b> | <b>\$ 35.73</b> | <b>\$ 37.16</b> |
| <b>Airport Technician II</b>                     | <b>\$ 39.52</b> | <b>\$ 41.10</b> | <b>\$ 42.74</b> |
| <b>Senior Airport Technician II</b>              | <b>\$ 41.12</b> | <b>\$ 42.76</b> | <b>\$ 44.47</b> |
| <b>Airport Technician III</b>                    | <b>\$ 41.89</b> | <b>\$ 43.56</b> | <b>\$ 45.30</b> |
| <b>Supervisor, Airport Safety and Facilities</b> | <b>\$ 43.98</b> | <b>\$ 45.73</b> | <b>\$ 47.56</b> |
| <b>Airport Groundskeeper</b>                     | <b>\$ 30.02</b> | <b>\$ 31.22</b> | <b>\$ 32.46</b> |
| <b>Administrative Assistant</b>                  | <b>\$ 28.49</b> | <b>\$ 29.62</b> | <b>\$ 30.81</b> |
| <b>Administrative Coordinator</b>                | <b>\$ 35.90</b> | <b>\$ 37.33</b> | <b>\$ 38.82</b> |
| <b>Airport Operations Coordinator</b>            | <b>\$ 39.52</b> | <b>\$ 41.10</b> | <b>\$ 42.74</b> |

## **LETTER OF UNDERSTANDING**

### **RE: DEFINED BENEFIT PENSION PROGRAM**

**The parties acknowledge the mutual benefits of a joint approach to exploring DB+ defined benefit pension program. The Company and the Union agree to establish a committee to explore this pension plan alternative on a no cost, no liability basis to the Company as a possible alternative to the provisions set out in Article 35 Pension Plans.**

**The committee may be a subcommittee of the Union Management Committee as set out in Article 37 and will be comprised of two Union representatives and two management representatives. Either party may bring in a subject matter expert(s) to the meetings. The committee will commence the meetings no later than ninety (90) days after the ratification of the agreement.**

**The mandate of the committee will be to review DB+ as to its viability in relation to the criteria outlined above and make recommendations to the Employer regarding the possible adoption of the DB+ pension plan.**

**In the event the Employer decides to implement DB+ prior to the expiry of this Agreement, Article 42 Agreement Reopener will apply.**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE KAMLOOPS AIRPORT LTD.**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(Hereinafter called the "Alliance")**

**RE: DEFERRED SALARY PLAN FOR CAREER DEVELOPMENT LEAVE**

Under the definition of a "prescribed plan" within section 248(1) (salary deferral arrangement) of the Income Tax Act, and Regulation 6801 of the Income Tax Regulations, the following agreement is to allow employees of the Kamloops Airport Ltd. to defer a portion of their base salary to finance a future career development leave of absence.

**ELIGIBILITY**

The Deferred Salary Plan is eligible to employees of the Kamloops Airport Ltd. who have a minimum of two years' service.

Career development leave shall be for attendance at a recognized institution for studies in some field of education which the Kamloops Airport Ltd. agrees will enhance the employee's present role or provide a required service in the future.

**APPLICATION**

For entry into the plan, an application in writing must be submitted (at least three (3) months prior to participation in the plan) to the Employer. Authorization will be granted pursuant to the Education Leave provisions of the collective agreement and subject to operational requirements.

**DURATION OF LEAVE**

The leave of absence shall be for a term of not less than six months and not greater than one year.

The leave of absence shall immediately follow the deferral period.

**FUNDING OF LEAVE**

- a) Deferral Period
  - i. the deferral period is the period that the employee defers a portion of base salary immediately prior to commencing the leave period.



- ii. employees registered into the plan must commence their leave of absence no later than four (4) years after the deferral period commences.
  - iii. during the deferral period, the employee will receive their current compensation amount, less the deferred salary (the percentage amount of base salary authorized by the employee to be deducted).
  - iv. the deferred salary will be sent to the plan administrator - a financial institution authorized by the Kamloops Airport Ltd. to hold, invest, administer, and distribute the deferred funds of the participants in the program.
- b) Maximum Percentage Deferred
  - i. the percentage of the annual current compensation amount deferred by the employee cannot exceed thirty-three and one third {33 1/3} percent.
- c) Payment of Accrued Interest
  - i. deferred earning will accumulate interest which will be paid annually to the employee by the plan administrator minus the annual administration fee. Under federal income tax regulations, interest earned on the employee's account cannot remain in the program.
  - ii. interest paid to the employee under the provisions of the deferred salary leave plan will be considered as employment income for the purpose of the Income Tax Act and will be reported on a TS form issued by the plan administrator.
- d) Payment During Leave
  - i. payment to the employee during the leave of absence shall be in approximately equal monthly instalments commencing one month following the start of the leave of absence.
  - ii. the employee shall not receive any salary from the Kamloops Airport Ltd. during the leave other than amounts which were deferred prior to the leave.
- e) Employee Benefits
  - i. during the time of salary deferment, benefit deductions (eg: Long Term Disability, Pension, RRSP) and coverage (eg: Life Insurance) will be based on the employee's full salary.
  - ii. benefit costs during the leave of absence (for which the employee wishes to be covered and/or the employee is eligible to participate) will be fully borne by the employee.
- f) Deductions During the Deferral Period

- i. during the deferral period, deductions for Income Tax and Canada Pension Plan will be based on the actual salary received by the employee (the gross salary minus the deferred portion).
  - ii. employment Insurance and garnishee orders will be based on the gross salary (prior to the deferral deduction).
- g) Deductions During the Leave Period
  - i. during the leave period, deductions for Income Tax, Canada Pension Plan, and garnishee orders will be based on the actual deferred salary received.
  - ii. employment Insurance and Union dues will not be deducted during the leave period.
- h) Tax Implications
  - i. salary deferred during the deferral period is not subject to income tax until it is paid out during the leave period.
  - ii. the Kamloops Airport Ltd. is not responsible for providing tax advice. Employees will be expected to seek advice with respect to tax concerns from Revenue Canada or professional tax consultants.

## **RETURN FROM LEAVE**

An employee in the plan shall return to employment with the Kamloops Airport Ltd. after the leave for a period not less than the period of leave.

## **EARLY WITHDRAWAL**

An employee may withdraw from the plan, with approval from the Employer, only under the following circumstances:

- a) extreme financial hardship
- b) employee is receiving benefits under the Long-Term Disability plan
- c) termination of employment
- d) death of the employee
- e) payment
  - i. in the event of an early approved withdrawal from the plan, all deferred amounts and accumulated interest must be paid out in the same calendar year as the withdrawal


occurs subject to full income tax deduction and reported as taxable income in the year received. Any other deductions as may be required under the Canada Pension Plan, the Employment Insurance Act and any other applicable legislation will be deducted as well.

**GENERAL**

- a) Not to Prejudice Ruling
  - i. no amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.
  
- b) Administration Fees
  - i. it will be the responsibility of the participating employee to pay any charges levied by the financial institution.



**Director, Sami Teittinen  
Kamloops Airport Ltd.**



**Erna Post  
Negotiator, PSAC**



**Ed Ratuski  
Managing Director,  
Kamloops Airport Ltd.**

April 4/24

**Date**

APRIL 20, 2024

**Date**

## DEFERRED SALARY PLAN FOR CAREER DEVELOPMENT

I have read the terms and conditions of the Salary Deferral Plan - Memorandum of Agreement and understand same and agree to participate in the plan under the following terms and conditions:

- a) Commencement
  - i) my deferrals shall commence \_\_\_\_\_, 20\_\_
  
- b) Number of Years of Participation
  - i) I shall participate in the plan for \_\_ years (not to exceed 4 years), and my leave of absence shall immediately follow thereafter.
  
- c) Period of Leave
  - i) I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to less than six (6) months and not greater than one (1) year).
  
- d) Funding Leave of Absence
  - i) I direct the Kamloops Airport Ltd. to withhold \_\_\_ percent (not to exceed thirty three and one-third (33 1/3) percent) of my annual compensation amount during my participation in the plan.
  
- e) Return to Employment
  - i) I understand that I must return to employment with the Kamloops Airport Ltd. for a period of time not less than the period of leave.
  
- f) Main Purpose of Plan
  - i) the Plan is established for the main purpose of permitting the participant to fund a leave of absence, not to provide benefits to the participant on or after retirement.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

AUTHORIZATION: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN KAMLOOPS AIRPORT LTD.**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(Hereinafter called the "Alliance")**

**RE: JOB SHARING**

The parties agree that the Labour Management Committee will endeavor to discuss job sharing process(es) that meet the needs of the employees while ensuring that Airport customer service1 office efficiencies work commitments and costs are not adversely affected.



**Director, Sami Teittinen  
Kamloops Airport Ltd.**



**Erna Post  
Negotiator, PSAC**



**Ed Ratuski  
Managing Director,  
Kamloops Airport Ltd.**

April 4/24  
Date

April 20, 2024  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE KAMLOOPS AIRPORT LTD.**

**AND**

**PUBLIC SERVICE ALLIANCE OF CANADA  
(Hereinafter called the "Alliance")**

**RE: COMPRESSED WORKWEEK**

Under the provisions of **Article 27.10**, the parties agree that the Union Management Committee will **meet within sixty (60) days of ratification. They will** endeavor to develop a Compressed Work Week schedule that meets the needs of the employees while ensuring that Airport customer service, office efficiencies, work commitments and costs are not adversely affected. If the decision is made to proceed, there will be a trial period according to the provisions of **Article 27.10 (b)(iii)**.



**Director, Sami Teittinen  
Kamloops Airport Ltd.**



**Erna Post  
Negotiator, PSAC**



**Ed Ratuski  
Managing Director,  
Kamloops Airport Ltd.**

April 4/24

**Date**

April 20, 2024

**Date**