

COLLECTIVE AGREEMENT

BETWEEN

TERRACE-KITIMAT AIRPORT SOCIETY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2012-02

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ARTICLE 1 PURPOSE AND SCOPE

1.01 This Agreement reflects the collective bargaining process that the parties undertook for the purpose of maintaining and promoting the mutually beneficial relationship between the Employer and the employees.

It recognizes the mutual value of the negotiation process in all matters pertaining to employment, working conditions, wages and benefits for the employees.

It encourages the efficiency in operations and the viability of the Terrace-Kitimat Airport Society.

It provides processes for the prompt and equitable resolution of disputes.

It promotes the morale, well being and security of all employees in the bargaining unit. It reflects the principles of equity, honesty, trust and the desire to create a solid business foundation and a stable future for all employees of the Terrace-Kitimat Airport Society.

ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

2.01 **CUPE** means the Canadian Union of Public Employees and is, for the purpose of this collective agreement, the certified bargaining agent.

2.02 **Bargaining unit** means the employees of the Employer described in Article 4.

2.03 **Compensatory leave** means leave with pay in lieu of cash payment for overtime. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay for their classification on the day immediately prior to the day on which leave is taken.

2.04 **Continuous service** means:

- (a) The length of continuous employment with the Employer for employees hired subsequent to April 29, 1999;
- (b) The length of continuous employment with the Employer and the Federal Government, for former Transport Canada employees who became employees of the Employer April 29, 1999;
- (c) Continuous employment notwithstanding a break in employment, due to layoff of one (1) year or less. The duration of the break in employment shall not be counted in calculating continuous service.

- 2.05 **Day of rest** means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his or her position other than by reason of an employee being on leave or absent from duty without permission.
- 2.06 **Employer** means the Terrace-Kitimat Airport Society.
- 2.07 **Employee** means any person occupying a position described in the certificate issued by the Canada Industrial Relations Board and as amended from time to time.
- 2.08 **Employee Status:**
- (a) **Permanent Full-time** Employee is an employee with indeterminate tenure who works full time hours in accordance with his/her classification.
 - (b) **Permanent Part-time** Employee is an employee with indeterminate tenure who works less than full-time hours.
 - (c) **Temporary Employee** shall mean an employee whose anticipated length of employment shall not exceed five (5) calendar months. This may include full and part time employees.
 - (d) **Student** shall mean a student hired on a part-time or full-time basis. A student is defined as a person who intends to continue their education on a full time basis (minimum of three (3) courses or nine (9) credits per semester) at a post secondary institute.
 - (e) **Operator Trainee** shall mean an employee with less than two hundred and fifty (250) hours airport operations training at the Northwest Regional Airport Terrace – Kitimat.
- 2.09 **Airport Manager** means the manager having the responsibility for overall day-to-day operation of the Terrace-Kitimat Airport Society.
- 2.10 **Harassment:**
- (a) **Personal harassment** means any behaviour by a person employed by the Employer that is directed at and offensive to another person employed by the Employer, and which the first person knew or ought reasonably to have known could be unwelcome. Personal harassment comprises objectionable conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient
 - (b) **Sexual harassment** means any unwanted 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,
- (c) **Abuse of authority** means an individual's improper use of power and/or authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions that endanger an employee's job, undermine an employee's ability to perform the job or threaten the economic livelihood of an employee. However, it shall not include the legitimate exercise of an individual's supervisory power and/or authority.

2.11 **Holiday** means:

- (a) The twenty-four (24) hour **period** commencing at 00:01 hours **of** a **day** designated as a paid holiday in this Agreement;
- (b) However, for the purpose of administration **of** a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
 - (i) On the day on which the majority of the hours fall, or
 - (ii) Should there be equal number of hours worked on both days, the day of commencement should be used.

2.12 **Lay-off** means the reduction in hours **of** work of an employee, or the termination of an employee's employment because of lack of work, or because **of** the discontinuance of the function.

2.13 **Leave** means authorized absence from duty by an employee during his or her normal hours of work.

2.14 **Membership dues** means the dues established pursuant to the constitution of the Union **as** the dues payable by **its** members **as** a consequence of their membership **in** the Union, and shall not include any initiation fee, insurance premium, or special levy.

2.15 **Overtime** means:

- (a) In the case of a Permanent Full-Time/Permanent Part-Time employee, authorized work in excess of the employee's scheduled hours of work; or

(b) In the case of a Temporary employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified in Article 28 of this Agreement, but does not include time worked on a holiday.

2.16 **Plural or masculine terms** shall apply wherever the singular or feminine is used in this Agreement, or vice versa, as the context requires.

2.17 **Spouse** means a person to whom an employee is legally married, or a person with whom an employee has cohabited with for more than one (1) year and who has been identified to the Employer as the employee's spouse regardless of gender.

2.18 **Straight-time rate** means the employee's hourly rate of pay.

2.19 **Union** means the Canadian Union of Public Employees Local 2012-02.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Except to the extent provided herein, the management and direction of employees shall be vested in the Terrace-Kitimat Airport Society.

ARTICLE 4 RECOGNITION

4.01 The Employer recognizes CUPE as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board and as amended from time to time.

ARTICLE 5 EMPLOYEE REPRESENTATIVES

5.01 CUPE Representatives

The Employer acknowledges the right of CUPE to appoint or otherwise select one (1) or two (2) employees as representatives. CUPE shall notify the Employer in writing of the names and jurisdictions of its representatives.

5.02 Permission to Leave Work

A representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate employee complaints, or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to his/her supervisor before resuming his/her normal duties.

5.03 Negotiations

- (a) The Employer and the Union recognize the benefits of negotiating contract renewals in a timely manner and will both endeavour to complete negotiations for subsequent contracts prior to the expiry date of the current collective agreement.
- (b) The Employer will grant leave with pay for up to two (2) employees, to a maximum of one hundred sixty (160) hours in total for both employees, during regular working hours for purposes of attending negotiations for the renewal of the contract.
- (c) The Employer will grant leave with pay for up to two (2) employees, to a maximum of one hundred sixty (160) hours in total for both employees, during regular working hours for purposes of attending negotiations for the re-opener of the contract.
- (d) If additional time off is required, for the purpose of attending negotiations for the renewal or re-opener of the contract, the Employer will grant leave without pay to these employees.

5.04 Leave for Union Representatives

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

5.05 Union Leave

Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to undertake work of the Union and to attend Union business, including conventions, executive meetings, Canada Industrial Relations Board hearings and representative training courses.

5.06 Orientation for New Employees

The Employer shall allow new employees, at the time of their orientation, thirty (30) minutes to meet with a representative designated by the Union. The Employer, where applicable, shall arrange the orientation meeting when a Union representative is available to attend.

ARTICLE 6 USE OF EMPLOYER FACILITIES

6.01 Union Bulletin Boards

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

6.02 Union Access to Employer's Premises

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

6.03 Use of Employer's Equipment and Space

The Employer shall provide the Union with reasonable access to a photocopier, space for and use of a filing cabinet, and use of the Employer's premises for the Union's business.

ARTICLE 7 CHECK-OFF OF UNION DUES

7.01 All Employees To Be Members

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.

7.02 Union Dues Deductions

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, commencing with the first full month of employment. 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.

7.03 Union to Inform Employer of Deductions

The Union shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

7.04 CUPE as Bargaining Agent

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

7.05 Deductions to Secretary-Treasurer

The amounts deducted in accordance with clause 7.02 shall be remitted to the Secretary-Treasurer of CUPE by cheque within one (1) month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

7.06 Union Initiation Fees and Assessments

The Employer agrees to make deductions for Union initiation fees and special assessments on the production of appropriate documentation.

7.07 Religious Exemptions

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.

7.08 Employer Indemnity

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

ARTICLE 8 INFORMATSON

8.01 Newly Appointed Employees

The Employer shall provide the local union with the names, classification, employee status and work location of newly appointed employees, within one (1) month from the date of appointment.

8.02 Collective Agreement to Each Employee

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

8.03 Organization Chart and Labour Relations Policies, Rules and Regulations

The Employer agrees to provide the President of the Local Union of CUPE with a copy of the Employer's organization chart and any labour relations policies, rules and regulations in place, as developed in the future and as amended from time to time. Upon request, the Local President shall have access to the legislation, regulations, rules and policies which govern the operation of the Terrace-Kitimat Airport.

8.04 Access to Personnel File

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

ARTICLE 9 STRIKE AND LOCKOUTS

9.01 No Strikes & Lockouts During Term of Agreement

During the term of this Agreement, there shall be no lockout by the Employer, or any person acting on behalf of the Employer; nor shall there be any strikes, walkouts, slowdowns, or withdrawal of services, on the part of the Union or any of the employees. The Employer shall not request, require or direct employees within this unit to perform work resulting from legal strikes which would normally be performed by those on strike.

9.02 Respect of Lawful Picket Lines

In the interest of safety, the Employer agrees to recognize employees' rights to respect a lawful picket line of other Unions subject to CUPE and or Terrace-Kitimat Airport Society attempting to provide for unrestricted passage of employees onto the Employer's premises.

9.03 Picketing Activity of Other Union

In each event of legal picketing activity by another union, the parties will enter into joint consultation to determine how to maintain a safe and secure airport operation.

9.04 No Discipline

The Employer agrees that should individual bargaining unit members decide to honour a legal picket line, no disciplinary action will be taken and such employees shall be deemed to be on unpaid leave.

ARTICLE 10 DISCRIMINATION AND HARASSMENT

10.01 Discrimination

- (a) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, marital status, criminal record for which a pardon has been granted, mental or physical disabilities, or membership in the Union.
- (b) Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

10.02 Harassment

- (a) The Employer, the employees and the Union recognize the right of all persons employed by the Employer to work in an environment free from personal harassment, sexual harassment or abuse of authority, and agree that any of the aforementioned actions will not be tolerated in the workplace.
- (b) Cases of proven uninvited harassment by any person employed by the Employer, is considered a disciplinary infraction and will be dealt with as such.

10.03 Grievance Under This Article

Grievances under this Article will be handled with **all** possible confidentiality and dispatch by the Union and **the** Employer, and any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.

ARTICLE 11 DESIGNATED PAID HOLIDAYS

11.01 Paid Holidays

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) BC Day,
- (g) Labour Day,

- (h) Thanksgiving Day,
- (i) Remembrance Day,
- (j) Christmas Day,
- (k) Boxing Day.

11.02 Disentitlement

An employee absent without pay 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 pursuant to Article 5.

11.03 Holiday Coincidina With Day of Rest

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 days of rest, the holidays shall be moved to the employee's first ~~two~~ (2) scheduled working days following the days of rest.

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

11.04 Holiday Coincidina With Day of Leave With Pay

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.

11.05 No Scheduled Work on both December 25 and January 1

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 applicable, an employee who has worked December 25 the previous holiday season will be given preference to having December 25 off in the subsequent season. In the event of conflicts between employees in regard to holiday scheduling the immediate supervisor will endeavour to make a fair and impartial solution.

ARTICLE 12 LEAVE IN GENERAL

12.01 Record of Leave Credits

An employee is entitled, twice in each fiscal year, to be informed upon request, of the balance of his or her leave credits.

12.02 Earned Leave Retained

The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

12.03 Two Different Leaves at Same Time not Permitted

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.

12.04 No Leave With Pay When Under Suspension or on Leave Without Pay

An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

12.05 Recovering Unearned Leave Taken by Employee Upon Termination

In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned leave taken by the employee, as calculated from the employee's rate of pay for the employee's substantive position on the date of the termination of the employment.

ARTICLE 13 SICK LEAVE WITH PAY

13.01 Credits

Regular Permanent employees will earn sick leave credits for each calendar month at the following rates:

SICK LEAVE CREDITS		
Average Weekly Hours of Work	Monthly Credit	Minimum Hours Pay Required to Earn Credits**
30 hours	7.5 hours	60 hours
40 hours	10.00 hours	80 hours
Less than 30 hours/week	1 ¼ day based on previous calendar month's total hours	

13.02 Granting of Sick Leave

An employee will be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

- (a) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) he has the necessary sick leave credits.

13.03 Employee Statement or Doctor's Certificate

Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, will, when delivered to the Employer, be considered as meeting the requirements of clause 13.02 (a) provided the period of leave with pay requested does not exceed the hours shown below, but no employee will be granted more than the maximum hours sick leave with pay shown below in a fiscal year solely on the basis of statements signed by the employee. Where a Doctor's certificate is required the Employer will pay up to twenty-five dollars (\$25.00) of the cost of the certificate.

EMPLOYER'S	REQUIREMENT FOR	PHYSICIAN'S CERTIFICATE
Average Weekly Hours of Work	When Each Period of Sick Leave Exceeds	When Annual Maximum Hours of Uncertified Sick Leave With Pay Exceeds
30 hours	30 hours	60 hours
40 hours	40 hours	80 hours
Less than 30 hours	30 hours	60 hours

13.04 Advance of Sick Leave Credits

When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 13.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for the following periods:

Average Hourly Work Week	While Awaiting A Decision On An Application For Injury-on-duty	In All Other Cases
30 hours	150 hours	80 hours
40 hours	200 hours	120 hours
Less than 30 hours	Based on average of previous calendar month	

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

13.05 Injury-On-Duty Leave

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it will be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

13.06 Sick Leave During Period of Compensatory Leave

Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced will either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

13.07 Restoration of Sick Leave Credits if Employee Rehired

Sick leave credits earned but unused by an employee during a previous period of employment with the Employer will be restored to an employee whose employment was terminated by reason of layoff and who is rehired by the Employer within one (1) year from the date of layoff.

13.08 Utilization of Sick Leave Credits Before Release From Employment

The Employer agrees that an employee recommended for release from employment for incapacity by reason of ill-health will not be released at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits.

13.09 Accrual of Sick Leave Credits for Part-Time and Temporary Employees

Permanent Part-Time and Temporary employees will accrue sick leave credits at the same rate as permanent full-time employees prorated to the hours they work averaged over the previous calendar month. For temporary employees these leave credits will not be accumulative from one calendar year to the next. The provisions of 13.04 shall apply to temporary employees.

13.10 Recreational Passes

Upon receipt the Employer shall pay the cost on the following basis for recreation passes (monthly, semi-annual or annual) with the City of Terrace:

fifty percent (50%) of a single pass for permanent employees only, or

thirty percent (30%) of a family pass for permanent employees.

ARTICLE 14 VACATION LEAVE

14.01 Vacation Year

The vacation year shall be from April 01 to March 31.

14.02 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.

14.03 Credits

An employee shall earn vacation leave credits for each calendar month at the following rates:

Effective May 1, 2003:

#Years Continuous Service	# Of Annual Weeks Of Entitlement	MONTHLY	ENTITLEMENT	
		Less Than 30 Hours/Week	30 Hour Average Work Week	40 Hour Average Work Week
Minimum hours pay required to earn monthly credit			60 hours	80 hours
1 – 7 years	3 weeks	6% on non overtime pay	7.5 hours	10 hours
8 – 18 years	4 weeks	8% on non overtime pay	9.999 hours	13.333 hours
19 – 27 years	5 weeks	10% on non overtime pay	12.499 hours	16.666 hours
28 years or over	6 weeks	12% on non overtime pay	15 hours	20 hours

Effective May 1, 2004:

#Years Continuous Service	# Of Annual Weeks Of Entitlement	MONTHLY	ENTITLEMENT	
		Less Than 30 Hours/Week	30 Hour Average Work Week	40 Hour Average Work Week
Minimum hours pay required to earn monthly credit			60 hours	80 hours
1 – 7 years	3 weeks	6% on non overtime pay	7.5 hours	10 hours
8 – 17 years	4 weeks	8% on non overtime pay	9.999 hours	13.333 hours
18 – 26 years	5 weeks	10% on non overtime pay	12.499 hours	16.666 hours
27 years or over	6 weeks	12% on non overtime pay	15 hours	20 hours

Effective May 1, 2005:

#Years Continuous Service	# Of Annual Weeks Of Entitlement	MONTHLY	ENTITLEMENT	
		Less Than 30 Hours/Week	30 Hour Average Work Week	40 Hour Average Work Week
Minimum hours pay required to earn monthly credit			60 hours	80 hours
1 – 7 years	3 weeks	6% on non overtime pay	7.5 hours	10 hours
8 – 16 years	4 weeks	8% on non overtime pay	9.999 hours	13.333 hours
17 – 25 years	5 weeks	10% on non overtime pay	12.499 hours	16.666 hours
26 years or over	6 weeks	12% on non overtime pay	15 hours	20 hours

Effective May 1, 2006:

#Years Continuous Service	# Of Annual Weeks Of Entitlement	MONTHLY	ENTITLEMENT	
		Less Than 30 Hours/Week	30 Hour Average Work Week	40 Hour Average Work Week
Minimum hours pay required to earn monthly credit			60 hours	80 hours
1 – 7 years	3 weeks	6% on non overtime pay	7.5 hours	10 hours
8 – 15 years	4 weeks	8% on non overtime pay	9.999 hours	13.333 hours
16 – 23 years	5 weeks	10% on non overtime pay	12.499 hours	16.666 hours
24 years or over	6 weeks	12% on non overtime pay	15 hours	20 hours

14.04 Scheduling

- (a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- (b) In scheduling vacation leave with pay to an employee the Employer shall, subject to operational requirements, make every reasonable effort:
 - (i) to grant the employee his or her vacation leave during the fiscal year in which it is earned, provided written notice of the period requested is given by the employee not later than February 01;
 - (ii) to ensure that approval of an employee's request for vacation leave is not unreasonably denied;
 - (iii) to schedule vacation leave on an equitable basis and when there is no conflict with the interest of the Employer or other employees, according to the wishes of the employee.

In the event that an agreement cannot be reached between employees regarding the scheduling of leave then it will be referred to a supervisor for resolution.

- (c) Subject to operational requirements the Employer shall give the employee as much notice as is practicable and reasonable of approval, denial or cancellation of a request for vacation leave to a maximum of three (3) weeks after application for leave.

14.05 Carry-Over

- (a) Where, in any vacation year, an employee has not been granted **all** of their credited vacation leave, the unused portion shall be carried over into the following vacation year. Annual carry-over of vacation leave will be limited to a maximum of one-half (1/2) of the employee's annual entitlement from the previous year unless, by mutual agreement, an exception is made. Carry-over beyond one (1) year shall be by mutual consent.
- (b) During any vacation year, upon application by the employee, earned but unused vacation leave credits in excess of fifteen (15) days may be paid at the employee's daily rate of pay as calculated from the classification prescribed in the employee's certificate of appointment of the employee's substantive position on December 31st of the previous vacation leave year.
- (c) During any vacation year, upon application by the employee, earned but unused vacation leave credits in excess of three (3) weeks may be carried over to the following vacation year.

14.06 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, or
- (c) is granted sick leave on production of a medical certificate,

the period of vacation so displaced shall either be added to the vacation period if requested by the employee and approved by ~~the~~ Employer or reinstated for use at a later date.

14.07 Recall of Employee During Vacation Leave

- (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.

- (b) Where, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of **duty**, and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.
- (c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under sub-clause 14.07 (b) to be reimbursed for reasonable expenses incurred by the employee.

14.08 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, he/she or his/her estate shall be paid for any earned but unused vacation leave with pay to the employee's credit at the employee's current rate of pay, except that the Employer shall grant the employee any vacation leave earned but not used by the employee before the employment is terminated by lay-off if the employee so requests.

14.09 Payment of Vacation Leave for Temporary and Part-Time Employees

For temporary and part-time employees whose hours are anticipated to be less than thirty (30) hours/week, calculated annually, annual leave will be paid out on each pay day at the applicable rate and on non overtime hours.

ARTICLE 15 OTHER LEAVE WITH OR WITHOUT PAY

15.01 Bereavement Leave With Pay

- (a) For the purpose of this clause, immediate family is defined as parent (father, mother or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of five (5) consecutive calendar days which does not extend beyond the day of the funeral. During such period the employee shall be paid for those days/shifts which are not regularly scheduled days of rest for the employee. In addition, the employee may, be granted up to three (3) days/shifts travel leave with pay for the purpose of travel related to death.
- (c) In special circumstances and at the request of the employee, the five (5) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (d) An employee is entitled to one (1) day/shift bereavement leave for the purpose related to the death of his or her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (e) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under this clause, the employee should be granted bereavement leave with pay and his or her compensatory leave credits should be restored to the extent of any current bereavement leave with pay granted.
- (f) It is recognized by the parties that the circumstances which call for leave in respect to bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay greater than that provided under this clause.

15.02 Maternity Leave Without Pay

- (a) (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and not to exceed fifty-two (52) weeks in total subsequent to the termination of the pregnancy and subject to clause 15.04.
- (ii) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.

- (iii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
 - (iv) A pregnant employee may be eligible for sick leave benefits under this Agreement, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.
- (b) An employee shall inform the Employer in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c)
 - (i) After completion of six (6) months' continuous employment, an employee who agrees, in writing, to return to work on the date of the expiry of her maternity leave for a period of at least six (6) months (including periods of approved leave other than Care and Nurturing leave) and who qualifies for Employment Insurance benefits shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
 - (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.
- (d) Maternity leave allowance payments will be made according to the Supplementary Unemployment Benefit Plan and will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
 - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible.
 - (iii) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 15.02(d)(i) or (ii) shall be adjusted accordingly.

- (iv) employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

15.03 Paternity Leave and Adoption Leave Without Pay

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

15.04 Employee-Couple Paternity, Maternity and Adoption Leave

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

15.05 Credits While on Leave

Maternity leave, paternity leave and adoption leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement.

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave shall be granted under this clause once per child for a minimum period of six (6) weeks and a maximum period of two (2) years, with a lifetime maximum of five (5) years;

- (c) leave granted under this clause for a period of more than three (3) months shall be deducted from the calculation of continuous employment for the purposes of calculating severance pay and from the calculating of service for the purposes of calculating vacation leave;
- (d) time spent on such leave shall not be counted for pay increment purposes.

15.07 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) not necessarily residing with the employee but requiring assistance 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) up to three (3) hours for an appointment to take a dependent family member to medical or dental appointments when the dependent is unable to go by themselves, or for appointments with school authorities or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to one-half (1/2) day for the employee to attend a medical or dental appointment which cannot be scheduled outside of normal working hours;
 - (iii) the maximum amount of leave with pay specified in 15.07(c) to provide for the temporary care of a sick member of the employee's family;
 - (iv) one (1) day's/shift's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
 - (v) up to the maximum amount of leave with pay specified in 15.07 (c) for the purpose of getting married.

- (c) The total leave with pay, which may be granted under this clause, shall not exceed the number of hours in an employee's workweek in a fiscal year. The number of hours a permanent part-time employee is entitled to under this article shall be proportional to the hours worked in the previous fiscal year: i.e. if a permanent part-time employee works eleven hundred (1100) hours in the previous fiscal year he/she will be entitled to eleven hundred (1100) hours/fifty two (52) weeks = twenty one (21) hours. Rounded up to a full eight (8) hour day, i.e. seventeen (17) hours becomes twenty four (24) hours, twenty one (21) hours becomes twenty four (24) hours and twenty five (25) hours becomes thirty two (32) hours;
- (d) A new permanent part-time employee whose hours are not defined shall be entitled to twenty (20) hours under this article until a full fiscal year can be established, and adjustments made accordingly.

15.08 Court Leave

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

- (a) for jury selection or duty;
- (b) for attendance as a subpoenaed witness except where the employee is a principal or is **called** as a witness on his or her own behalf in any legal proceeding;
- (c) as a parent in a legal proceeding pursuant to the Young Offenders Act.

15.09 Injury-on-Duty Leave

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

15.10 Personal Leave

Leave without pay for personal needs shall be granted under the following provisions:

- (a) subject to operational requirements, leave without pay for up to one (1) year will be granted to an employee for personal needs;

- (b) the total amount of leave without pay for personal needs granted to an employee during the entire period of employment with the Employer may not exceed one (1) year and may not be used in combination with maternity, paternity or adoption leave without the consent of the Employer;
- (c) time spent on leave without pay for personal needs shall not be counted for pay increment purposes but will, when under six (6) months duration, be counted for the purpose of calculating continuous service.

15.11 Education Leave

- (a) The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking any courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition.
- (b) The Employer recognizes that generally there is a mutual benefit to be derived from employees who seek to improve their educational qualifications. The Employer agrees to reimburse employees the cost of tuition fees for those employees who successfully complete a course of study pre-approved by the Employer and provided by a recognized educational institution outside their normal hours of work. The Employer further agrees to provide the Employee time off with pay to write exams during their normal working hours.

15.12 Incidental Leave

At its discretion, the Employer may grant leave with or without pay when circumstances not directly attributable to the employee prevent the employee reporting for **duty** or for purposes other than those specified in this agreement.

ARTICLE 16 LAYOFF AND RECALL

16.01 Layoff Procedure

The Employer **will** manage the airport in such a way that layoffs are unlikely. **If** and when reductions of **staff** become necessary, the Employer and the Union will work together to protect the security of employees. Within this process the following **will** be considered:

- (a) Explore any opportunities for alternate work assignments;
- (b) explore **all** options, including the employee accepting reduced hours, **and** other work including work assigned to non-airport employees (e.g. contract janitorial);
- (c) seek volunteers **for** layoff;

- (d) if all else fails identify the lowest seniority person who could be released (laid off) from the work unit without compromising the work unit's ability to accomplish the remaining work;
- (e) provide all reasonable support to the laid off employee to help them make a successful transition.

16.02 Notice of Layoff

The Employer shall provide timely advance notice to the Union of any work force reduction. However, the minimum notice period for permanent part-time and permanent full-time employees shall be thirty (30) days prior to the layoff notice to effected employee(s). For temporary employees the minimum notice shall be two (2) weeks prior to the effective layoff date. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

16.03 Notice for Permanent Employees With One Year of Service and Temporary Employees With Less Than One Year of Service

Permanent employees with one (1) year of continuous service, subject to layoff will be advised no less than ninety (90) days prior to the date of layoff. Temporary employees with less than one (1) year's service, subject to layoff will receive fourteen (14) days notice of layoff.

16.04 Alternatives to Workforce Reduction

A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a workforce reduction and on the application of this Article.

16.05 Voluntary Severance

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with this agreement providing:

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

16.06 (a) Leave with Pay for Interviews

Permanent employees subject to lay-off shall be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel.

(b) Job Search Assistance and Counselling

Permanent employees will also be provided with a reasonable amount of job search assistance program and counselling services as co-ordinated by the Employer.

16.07 Options at Time of Layoff

Permanent 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, or
- (c) displacing an employee with less service in any equivalent or lower rated position providing such employee has the ability to perform the **job** or to qualify for the **job** within a training period not to exceed three (3) months. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee.

The above two (2) week period of notice shall be appropriately extended in the case of an employee who **is** on vacation. The three (3) month training period referred to in this Article shall **be** extended up to one (1) additional month where circumstances warrant. At its discretion the Employer may extend this training period for additional periods of time.

16.08 Displaced Employees

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

16.09 Appointment to Lower Rated Position

Employees affected by the reduction who are appointed to a lower rated position pursuant to clause 16.07 shall have their rate established in accordance with the provisions of this Agreement.

16.10 Layoff and Recall

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

16.11 Preference of Employees Subject to Lay-Off

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

16.12 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.
- (c) Temporary and Student positions are exempt from these recall provisions.
- (d) Each winter the Employer will usually employ several additional temporary employees, dependent upon operational requirements. These temporary employees accumulate valuable experience and training during each seasonal work assignment. Depending upon operational requirements and provided unfavourable circumstances do not exist, the Employer will normally give hiring preference to those temporary employees who wish to return the following winter.

ARTICLE 17 SEVERANCE PAY

17.01 Severance Pay Calculation

An employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay on the last day of employment in the following manner:

- (a) Lay-off
 - (i) On the first lay-off two (2) weeks' pay for the first complete year of continuous service and one (1) additional week's pay for each additional complete year of continuous service.

- (ii) On the second or subsequent lay-off one (1) week's pay for each complete year of continuous service, less any period in respect of which the employee was granted severance pay under sub-clause (a) (i).
- (b) Retirement
- (i) On retirement, an employee entitled to annuity under the Municipal Pension Plan, or
 - (ii) a permanent part-time employee, who regularly works more than thirteen and one-half (13½) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Municipal Pension Plan, would be entitled to an annuity under the Municipal Pension Plan, shall be entitled to severance pay of one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service shall be prorated to a maximum of thirty (30) weeks' pay.
- (c) Release for Incapacity or Incompetence
- (i) When an employee has completed more than one (1) year of continuous service and ceases to be employed by reason of release for incapacity, one (1) week's pay for each complete year of continuous service, to a maximum of twenty-eight (28) weeks.
 - (ii) When an employee has completed more than ten (10) years of continuous service and ceases to be employed by reason of release for incompetence, one (1) week's pay for each complete year of continuous service, to a maximum of twenty-eight (28) weeks.

17.02 Pyramiding

Severance benefits payable to an employee under this Article shall be for period beginning April 29, 1999 or later. Under no circumstances shall the maximum severance pay under this Article be pyramided.

ARTICLE 18 BREAK IN SERVICE AND EMPLOYMENT

18.01 Service and employment will be terminated when an employee:

resigns or retires;

is laid off and terminates employment under the provisions of Article 16;

is discharged for just and sufficient cause.

ARTICLE 19 WASH-UP TIME

19.01 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.

ARTICLE 20 PAY ADMINISTRATION

20.01 Bi-Weekly Pay

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

20.02 Hourly Rate

Unless otherwise stated in this article, an employee shall be paid the hourly rate prescribed for the position to which he or she is appointed.

20.03 No Downward Reclassification of Jobs

During the term of this agreement there will be no downward reclassification of any bargaining unit jobs.

20.04 Posting Into Lower Rated Pay

Clause 20.03 does not apply to an employee who obtains a position through the posting procedure which is rated lower than his or her current position. Such an employee shall receive the current rate of pay for the new position.

20.05 (a) Appointment of Non-Bargaining Unit Employee

In the event a non-bargaining unit employee is appointed to a position within the bargaining unit he or she shall receive pay in accordance with Clause 20.03. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.

(b) Appointment Outside of Bargaining Unit

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

20.06 Higher Rated Positions

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

20.07 Recovery of Unearned Vacation upon Termination

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

20.08 Acting and Charge Hand Pay

- (a) When an employee agrees to accept the appointment by the Employer to the position of his/her supervisor on a temporary basis of one (1) day or more (including designated statutory holidays), the employee shall be paid an extra ten percent (10%) above their basic rate, for the period worked. This will be called Acting Pay.
- (b) When an employee agrees to accept the appointment by the Employer to substantially perform the duties of a position of higher responsibility where supervision may or may not be required, on a temporary basis of four (4) hours or more (including designated statutory holidays), the employee shall be paid an extra eight percent (8%) above their basic rate for the period worked. This will be called Charge Hand Pay.

ARTICLE 21 TRAINING AND TRAVEL

21.01 Mandatory Training

Time in which an employee spends in mandatory training and time in which an employee spends in travel to/from such training shall be considered as hours worked.

21.02 Travel for Mandatory Training

When an Employee is required to travel for mandatory training purposes on:

- (a) a normal working day spent in travel but not in training, the employee will receive his or her regular pay for the day; or
- (b) a normal working day spent in training but not in travel, the employee will receive his or her regular pay for the day;
- (c) a normal working day spent in a combination of training and travel, the employee shall be compensated:

- (i) for his/her regular pay for the day; and
- (ii) for time in excess of eight (8) hours in one day payment shall be time in lieu.

(d) a day of rest or a designated paid holiday, time spent in travel and/or training **shall** be considered time worked, and shall be paid as time in lieu to a maximum of eight (8) hours pay at straight time.

21.03 Enhancement Training

Time which an employee spends in enhancement training authorized by the Employer and time in which an employee travels to and from such training may be considered as hours worked. **No** overtime shall apply.

21.04 Travelling Time

For the purposes of clauses 21.02 and 21.03, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.
- (b) For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

21.05 Travel Outside of Terrace

When an Employee is required to travel outside of the Terrace area for work, time spent in travel **shall** be considered working time.

21.06 Expenses for ~~ray~~ on Employer Business

The Employer **will** reimburse employees for expenses incurred travelling on Employer business in accordance with Terrace-Kitimat Airport Society rates in effect at the time of travel. Refer to appendix "AA".

ARTICLE 22 DISCIPLINE AND DISCHARGE

22.01 Just and Sufficient Cause

The Employer shall have the right to discipline and discharge employees for just and sufficient cause. The Employer shall impose discipline in a fair, consistent, reasonable and timely manner. For the purposes of this agreement discipline shall range from a written reprimand/warning up to and including discharge.

22.02 Discipline Procedure

When an employee is disciplined or discharged, the Employer shall undertake to notify the employee in writing of the reason(s) for the discipline or discharge.

22.03 Union Notification

The Employer shall notify the local Union President, or his/her designee, of occurrences of discipline and discharge.

22.04 Union R _____

Although it is not mandatory an employee is entitled to Union representation when required to attend a meeting regarding a disciplinary action and is entitled to meet with his/her representative prior to the meeting.

The Employer will initiate disciplinary investigation within a reasonable period after the incident comes to the Employer's attention and shall advise the local Union President, or his/her designee, that such investigation has commenced.

22.05 Evidence

The Employer shall not introduce as evidence in a hearing related to discipline or discharge any document from the file of an employee the contents of which the employee was not aware of at the time of filing, or within a reasonable period thereafter.

22.06 Adverse Reports

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 two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. The Employer reserves the right to remove the disciplinary record at anytime during this two (2) year period.

ARTICLE 23 HEALTH AND SAFETY

23.01 (a) Employer Responsibility

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

(b) Safe Work Practices

Both the Employer and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code. The committee will be composed of all the permanent employees and the management of the Terrace-Kitimat Airport Society.

23.02 Mandatory Trade Qualifications

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

23.03 Clothing

The following clothing will be supplied by the Employer. The style and colour will be mutually agreed by both the employees and the Employer.

- Three (3) pairs of pants per year or as required
- Three (3) shirts per year or as required
- Safety boots at fifty percent (50%)
- Rain gear, coveralls, sun glasses, sun screen, insect repellent, bear spray, climbing equipment, hats, gloves, and any other safety related equipment not listed herein.
- One (1) parka every five (5) years at fifty percent (50%) of cost to maximum of two hundred dollars (\$200.00) (shorter term if required, with mutual agreement).

ARTICLE 24 STAFFING

24.01 Content of Job Postings

The job postings shall contain the following information:

- (i) Nature and title of the position;
- (ii) A general description of the duties of the position;
- (iii) Required qualifications, education, knowledge, **skills** and experience;
- (iv) Hours of work;
- (v) Wage rate or range, as appropriate to the position; and
- (vi) Closing date for receipt **of** applications.

24.02 (a) Advertising

During the selection process, the Employer may advertise the position externally to attract applications from potential candidates from other sources; however, it **is** the Employer's policy to afford opportunities for promotion and transfer within the bargaining unit to existing employees.

(b) Permanent Employee Preference

In choosing between candidates whose overall qualifications are in relative balance, preference for appointment to a position shall be given in accordance with the following priority:

- (i) Permanent employees;
- (ii) Temporary employees; and
- (iii) Outside applicants.

(c) Role of Seniority in Job Appointments

When a choice must be made between internal candidates whose overall qualifications are in relative balance, the appointment shall be awarded to the internal candidate with the longest continuous service, with the provision that in all such cases, permanent employees shall have preference over temporary employees.

24.03 Unsuccessful Candidates May Grieve

Employees who were unsuccessful as candidates for job positions may grieve the Employer's selection decision but must do so within five (5) working days of being advised of the decision. This grievance will be expedited, so as to be completed within thirty (30) days of the filing of the initial grievance.

ARTICLE 25 GRIEVANCE PROCEDURE

25.01 Informal Discussions

The Employer and the Union recognize the benefit of all Terrace-Kitimat Airport Society personnel developing conflict resolution **skills**. As differences are natural within a healthy organization, the purpose of the grievance procedure is to resolve those differences in a fair and expeditious manner.

Ideally, disputes should be resolved by those most closely involved with the issue(s) in question.

Prior to proceeding with the formal grievance process, the parties agree that discussions should occur between employees, Union representatives and Employer representatives when problems or differences arise in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any consultation process between the employees, their Union representatives and Employer representatives prior to the decision of an arbitrator.

Therefore, the following procedure has been designed with those principles in mind.

25.02 Definition of Grievance

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, or relating to the discipline or discharge of an employee, where such employee believes the discipline or discharge is without just and sufficient cause, 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. All employee grievances must have the approval and support of the bargaining agent.

25.03 Time Limits

The time limits set out in the Grievance and Arbitration procedures are as stated in this agreement, however by mutual agreement they may be altered. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded.

If the time limits set out 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.

25.04 Bypassing Stages of Grievance Procedure

- (a) Where it appears that the nature of the grievance is such that a decision cannot be given below Stage 2, Stage 1 may be eliminated by agreement between the Employer and the Union.
- (b) Grievances involving discrimination or harassment will be handled with all possible confidentiality and dispatch by the Union and the Employer and any level in the grievance procedure may be waived if the person hearing the grievance is the subject of the complaint.

25.05 Leave with Pay to Resolve Grievances

The parties shall have the right to be heard and 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 (excluding overtime). The parties shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

25.06 Right to Have Union Representation

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

25.07 Empl Representatives

The Employer shall designate a representative at each level in the grievance procedure. **This** information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom this grievance procedure applies.

25.08 Stage 1

If the issue cannot be resolved informally, then, within ten (10) days of the employee becoming aware of the matter giving rise to the difference, the Union may submit a written grievance to the Airport Manager, including the details of

the grievance, the Article(s) of the Agreement considered to have been violated and the redress requested. Within ten (10) days of the receipt of the grievance, the Airport Manager shall provide the opportunity for a hearing according to Clause 25.05 and shall give written response delivered confidentially only to the employee and the Union representative.

Stage 2

If the grievance is not settled to the satisfaction of the Grievor at Stage 1, the Grievor may transmit the grievance to Stage 2 within ten (10) days. Within ten (10) days of the receipt of the grievance, the Board of Directors' representative shall provide the opportunity for a hearing according to Clause 25.05 and shall give written response delivered confidentially only to the employee and the Union representative.

A grievance initiated by the Employer shall be processed at Stage 2. Only the Airport Manager may submit a grievance on behalf of the Employer. The Union shall respond to all Employer grievances within ten (10) days of receipt of the grievance.

25.09 Arbitration

The parties agree that it is mutually beneficial to make every effort to resolve all differences before reaching this stage in the grievance process, however, **i**f the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within thirty (30) days of the expiry of the time limits set out in Stage 2.

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 twenty (20) days after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

In the event that the parties fail to agree **o**n the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator. The arbitrator shall have **a**ll 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 **j**ust and reasonable in the circumstances, including compensation for **l**ost income. The arbitrator shall render his award within a reasonable period.

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

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

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

ARTICLE 26 PROBATION PROCEDURE

26.01 Probation Defined

The Employer and the Union recognize the benefit of an orientation program for new employees.

Probation provides a formal opportunity to assess the fit of the employee with the Employer and should leave both the Employer and the employee with a sense of security and accomplishment.

26.02 Probation Period

All employees shall complete a six (6) month probationary period.

26.03 Extension of Probation Period

The probationary period for employees who must be professionally certified in the position may be extended for a further six (6) months, for the purpose of completing the certification process, and successfully completing the recognized training program.

26.04 Performance Evaluation

All probationary employees shall have at least one (1) performance evaluation completed at approximately the mid-point of the probationary period (or sooner, if warranted).

26.05 Probation for Temporary Employee Becoming Permanent Full-Time

When a temporary employee is appointed to a permanent full-time position he/she will commence a new six (6) month probationary period.

26.06 Trial Period for Permanent Part-Time Employees Appointed to Permanent Full-Time Position

When a permanent part-time employee is appointed to a permanent full-time position he/she will commence a three (3) month trial period, except that the Employer may waive this trial period at its discretion.

26.07 Return to Previous Position

If an employee accepts a position within the organization and is rejected during the trial period then he/she **would** have the right to return to their previous position.

ARTICLE 27 HOURS OF WORK

27.01 Normal Hours of Work

The scheduling of hours of work and the establishment of shift schedules shall be done by the Employer, following meaningful consultation with the employees.

The normal hours of work are as follows:

- (a) Less than 40 hours/week employee - Standard Schedule
 - (i) Work is normally performed between the hours of 7:00 am and 6:00 pm Monday to Friday inclusive.
- (b) 40 hour/week employee - Standard Schedule
 - (i) Work is normally performed between the hours of 7:00 am and 6:00 pm Monday to Friday inclusive.
 - (ii) The hours of work for employees working a standard schedule, exclusive of a daily meal break, shall be eight (8) consecutive hours per day and forty (40) hours per week.

27.02 Scheduling

- (a) 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 unreasonable 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) during each work week, to schedule at least two (2) consecutive days of rest at a time. Such two (2) days may be separated by a designated paid holiday, provided the holiday is not worked;
 - (v) to consult with and consider the wishes of the majority of the employees concerned when arranging shifts within a schedule and establishing starting and stopping times in a work area, and
 - (vi) to allocate shifts on an equitable basis amongst available and qualified employees.
- (b) No employee shall be required to work split shifts.

- (c) Prior to a schedule of working hours being changed and if the change will affect a majority of the employees governed by the schedule, the change will be discussed with the employees as far in advance as practical.
- (d) An employee who is required to change his or her scheduled shift without receiving at least five (5) calendar days notice shall be paid for the first shift on the revised schedule at the rate of time and one half (1 1/2). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
- (e) When there are not external factors such as no change in flight schedules outside existing operating hours, staffing changes, twenty-eight (28) days notice should not be difficult and is only reasonable.

27.03 Exchange of Shifts

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

27.04 Meal Breaks

- (a) Subject to operational requirements, the Employer will endeavour to arrange a meal break of one-half (1/2) hour at times convenient to the employees. A second meal break of one-half (1/2) hour will be provided for any periods of work exceeding eight (8) hours, and;
- (b) When directed by the Employer to conduct continuous operations which extend into the normal meal period, employees will be paid for the meal break at the then prevailing rate.

27.05 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.

27.06 Days of Rest

- (a) 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 on the day on which the majority of the hours fall. Should there be equal number of hours worked on both days, the day of commencement shall be used.

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

27.07 Flexible Hours

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

27.08 No Guarantee of Minimum - Maximum Hours of Work

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

ARTICLE 28 OVERTIME

28.01 Allocation of Overtime

The objective of both parties is to limit periods of overtime to that level judged essential to meet operational requirements. The Union recognizes the special demands presented by the legislated requirement to meet minimum staffing levels in specified employment areas and supports the efforts of the Employer to meet these requirements through the prudent use of essential overtime. When essential overtime becomes the operational norm, the Employer recognizes its obligation to employ sufficient workers to avoid the excessive use of overtime. The Employer shall, as operational requirements permit, make every reasonable effort:

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

Overtime shall be compensated on the following basis:

- (a) time and one-half (1½) for the first four **(4)** hours worked in excess of the employee's normal scheduled daily hours and double time for all hours worked thereafter, including **all** hours worked into the following day;
- (b) time and one-half (1½) for the first eight (8) hours worked on the first day of rest and double time for all hours worked thereafter;
- (c) double time for each hour worked **on** the second or subsequent day of rest, including **all** hours worked into the following day (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

28.04 (a) Overtime Following a Shift

When overtime is worked immediately following a shift, there shall be **an** elapsed time of eight **(8)** hours between the end of the overtime and the time the employee reports for his or her next regularly scheduled shift, with **no** reduction of earnings from his or her regular shift.

(b) Overtime on a Call-Back

When overtime is worked on a call-back of more than three (3) hours and is not anticipated to be contiguous with the **start** of the next shift, then

- (i) if there is an eight (8) hour break or more prior to commencement **of** the next regularly scheduled shift the employee shall commence that shift as scheduled;
- (ii) **if an** eight **(8)** hour break would result in the employee returning to work prior to the midpoint of **his/her next** regularly scheduled shift the employee shall return to work after eight (8) hours have elapsed from the end **of** the overtime call-back work with full compensation for that shift;
- (iii) **if an** eight **(8)** hour break would result in the employee returning to work after the midpoint of the shift then the employee shall continue working at the overtime rates until the beginning of **his/her** regularly scheduled shift and continue working to the later **of** the midpoint of the regular shift or the completion of the equivalent number **of** hours of work in the employee's regular shift, including the call-back and overtime hours worked. The employee will receive full compensation for the regular shift;

(iv) clause (iii) above also applies to overtime call-back work which extends into the employee's regular shift.

(c) Clause Not Apply

This clause does not apply to overtime which is specified to be contiguous with an employee's shift or when overtime is worked on a call-out of three (3) hours or less.

(d) Overtime on Employee's First Day of Rest

Whenever overtime is scheduled by the Employer to fall on the employee's first day of rest and should operational requirements so permit, the employee shall have the option to perform the work on the second day of rest. In such cases, compensation shall be paid as if the work was performed on the first day of rest.

28.05 Call-Back Pay

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

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

28.06 Compensatory Leave

(a) Overtime shall be paid ~~out~~ except where, upon request of an employee, it may be accumulated in equivalent leave with pay (compensatory leave). The duration of such leave will be equal to the overtime worked multiplied by ~~the~~ applicable overtime rate. Subject to operational requirements, the Employer shall make every reasonable effort:

- (i) to grant the employee's compensatory leave request during the twelve (12) month period in which it is earned, with five (5) days' notice. In individual circumstances, the Employer may waive the five (5) day notice requirement;
- (ii) to ensure that approval of an employee's request for compensatory leave is not unreasonably denied;

- (iii) to grant compensatory leave on an equitable basis when there is no conflict with the interest of the Employer or other employees, according to the wishes of the employee.
- (b) The maximum amount of compensatory leave that may be accumulated and taken as leave with pay by an employee in a calendar year shall be limited as follows:

AVERAGE WORK WEEK	MAXIMUM COMPANY TIME CARRY OVER
Less than 40 hours per week	In proportion to the 40 hour week
40 hours	120 hours

- (c) Once the maximum amount specified in (b) has been reached, all overtime earned for the remainder of the calendar year is to be paid out in cash.
- (d) Compensatory leave with pay not taken by November 01 will be paid out in cash.
- (e) At any time an employee may elect to be paid out for any portion of his or her compensatory leave credits.
- (9) Compensatory leave paid out in cash will be paid out at the employee's current rate of pay.
- (g) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on compensatory leave with pay.
- (h) Where, during any period of compensatory leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:
 - (i) in proceeding to the employee's place of duty, and
 - (ii) in returning to the place from which the employee was recalled if the employee immediately resumes compensatory leave upon completing the assignment for which the employee was recalled, after submitting such accounts as are normally required by the Employer.

- (i) The employee shall not be considered as being on compensatory leave during any period in respect of which the employee is entitled under sub-clause 28.06 (h) to be reimbursed for reasonable expenses incurred by the employee.

28.07 Meals

- (a) An employee who works three (3) or more hours of overtime immediately prior to, or immediately after, the employee's scheduled hours of work shall be reimbursed for one (1) meal in the amount of ten dollars (\$10.00) except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's 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 ten dollars (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

28.08 Work on Holidays

An employee who works on a holiday shall be paid:

- (a) time and one-half (1½) for all hours worked for the first eight (8) regular daily scheduled hours of work and double (2) time thereafter, including all hours worked into the following day, in addition to the pay that the employee would have been granted had he or she not worked on the holiday, or
- (b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) 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 (1½) times the straight-time rate of pay for the first eight (8) hours worked, and
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked thereafter, including all hours worked into the following day.
- (c) (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.

- (ii) When in the twelve (12) month period beginning November 01 an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid out at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid out at the employee's straight-time rate of pay.

28.09 Work on Holiday Following Day of Rest

Notwithstanding clauses 28.08, when an employee works on a holiday following a day of rest on which he also worked and received overtime, he shall be paid in addition to the pay that he would have been granted had he not worked on the holiday, two (2) times his hourly rate of pay for all time worked.

28.10 Compressed Hours of Work

Clauses 28.03 (a), (b) and (c) do not apply to employees working compressed hours of work. Except where otherwise agreed in establishing a compressed work week schedule, overtime for employees working a compressed work week shall be compensated on the following basis:

- (a) time and one-half (1½) for the first four (4) hours worked in excess of the employee's normal scheduled daily hours and double time for all hours worked thereafter, including all hours worked into the following day;
- (b) time and one half (1½) for the first eight (8) hours worked on the employee's first day of rest in respect of a period of two (2) consecutive days of rest and on the first two (2) days of rest in respect of a period of three (3) consecutive days of rest or more and double time for all hours worked thereafter, including all hours worked into the following day;
- (c) double time for each hour worked on a day of rest in excess of normally scheduled daily hours, for each hour worked on the second day of rest in respect of a period of two (2) consecutive days of rest and for each hour worked on the third or subsequent consecutive day of rest, including all hours worked into the following day.

28.11 Overtime Earnings on First Pay Day

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

ARTICLE 29 VEHICLE ALLOWANCE

29.01 When an employee uses his/her own vehicle on behalf of the Employer, including times not contiguous to the employee's regularly scheduled hours of work, the employee shall be reimbursed at least quarterly for actual kilometrage in accordance with the Terrace-Kitimat Airport Society travel rates in effect at the time of travel. Refer to Appendix "AA".

ARTICLE 30 STANDBY

30.01 Standby Pay

Where the Employer requires and the employee agrees to be available for standby during off-duty hours, the employee shall be entitled to a standby payment as per the following chart for each eight (8) consecutive hours or portion thereof that he or she is on standby.

May 01, 2003	May 01, 2004	May 01, 2005	May 01, 2006
\$13.00	\$13.50	\$14.00	\$15.00

30.02 Employee Availability

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

30.03 Call-Back Pay While on Standby

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 28.

30.04 Emergencies Preventing Standby Duty

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.

30.05 Change of Standby Duty

If due to unexpected circumstances, the employee is unable to be available for Standby as scheduled, the employee will be allowed to arrange for another qualified permanent employee to take their place. The employee **shall** inform the supervisor before the change is confirmed.

ARTICLE 31 SHIFT PREMIUMS

This article applies only to employees working scheduled shifts on either a full-time or seasonal basis,

31.01 Shift Premium

An employee working on shifts shall receive a shift premium as shown in chart below per hour for **all** hours worked, or portion thereof, including contiguous overtime, between 6:00 pm and 7:00 am.

May 01, 2003	May 01, 2004	May 01, 2005	May 01, 2006
\$1.02	\$1.05	\$1.10	\$1.16

31.02 Weekend Premium

An employee working on scheduled shifts shall receive an additional premium as defined in the chart below per hour for all hours or portion thereof worked on a Saturday and/or Sunday.

May 01, 2003	May 01, 2004	May 01, 2005	May 01, 2006
\$0.77	\$0.80	\$0.85	\$0.91

ARTICLE 32 INSURANCE PLANS

32.01 Premiums

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

BENEFIT	% PAID BY EMPLOYER	% PAID BY EMPLOYEE
Medical Services Plan	100% taxable	
Extended Health Care	100%	
Dental	100%	
Employee Life Insurance	50% taxable	50%
Employee accidental Death & Dismemberment	50% taxable	50%
Long Term Disability Insurance		100%
Employee and Family Assistance Program	100%	

The level of benefits provided will not be less than that provided at the time of signing of this agreement.

A copy of the Group Benefit Plan Booklet shall be provided by the Employer to each employee and shall be attached to and form part of this collective agreement.

ARTICLE 33 PENSION PLAN

33.01 Eligible employees will be enrolled in the BC Municipal Pension Plan and will contribute, by payroll deduction, as the plan requires.

The Employer will contribute such amounts, in respect of current service, as may be required to provide the benefits under this Plan.

ARTICLE 34 TECHNOLOGICAL CHANGE

34.01 Notice of Technological Change

As we live in a world of technological change, the Employer and employees benefit if the parties are proactive in keeping pace with technological change. In this regard, the employees will endeavor to show self-reliance and the Employer will endeavor to give as much notice as possible of upcoming technological change.

34.02 Technological Change Under Canada Labour Code

Except as otherwise provided for in this agreement, the parties agree that they shall be governed by the Canada Labour Code in regards to technological change.

34.03 Notice Period

During the notice period required under the Canada Labour Code, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement on solutions to the problems or implications arising from technological change.

34.04 Training

Where an employee's position is likely to be affected by a technological change the employee will be provided reasonable training in the position as changed or for any other vacant position. Such training will be provided during regular working hours at no cost to the employee.

ARTICLE 35 PROFESSIONAL MEMBERSHIP FEES

35.01 The Employer shall reimburse an employee for the payment of membership or registration fees to a professional organization or governing body when such membership or registration is required by the Employer. In making this determination, the Employer will give due consideration to Federal and Provincial certification requirements.

ARTICLE 36 JOINT CONSULTATION

36.01 The parties acknowledge the benefits of sharing information through a consultative process, and agree to meet as a committee at least twice a year to discuss items *of* mutual interest. At least one (1) member of the Board of Directors of the Terrace-Kitimat Airport Society shall be in attendance.

ARTICLE 37 BARGAINING UNIT WORK

37.01 Work of the Bargaining Unit

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

37.02 Employment Security

The Employer will not lay off nor reduce the hours of work *of* any permanent Union member due to the contracting out of his or her work.

The Employer agrees that the complement of bargaining unit employees will not be reduced below its current level of three (3) Permanent Full-time positions and three (3) Permanent Part-time positions, due to contracting out of bargaining unit work.

37.03 Contracting Out Process

Because the parties recognize the value of the consultative process and the influence this can have on the decision making process, it is agreed:

Periodically the management and the union will **meet** to review the status of all work that is being contracted out. The purpose *of* this is to ensure that both parties have the same information with respect to this subject.

The Employer agrees that it will notify the Union whenever it is considering any significant change in the status of the contracting out of work and where necessary the parties agree to discuss such changes.

ARTICLE 38 APPRENTICESHIP

38.01 No Reduction in Pay

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

38.02 Return to Former Position

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

38.03 No Premium Payments

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).

ARTICLE 39 CLASSIFICATION / II / PROCESS

39.01 The Employer shall be responsible for classifying any new positions or reclassifying existing positions. All classification decisions shall be objective, unbiased and reasonable. The decisions regarding any new classification or reclassification shall be reviewed by the employees and management.

ARTICLE 40 AGREEMENT REOPENER

40.01 Any provision of this agreement may be amended by mutual consent.

ARTICLE 41 DURATION

41.01 This agreement shall be binding and remain in effect from May 1, 2003 to April 30, 2007 and shall continue from year to year thereafter unless the parties agree to a new Collective Agreement through the collective bargaining procedure of the Canada Labour Code.

ARTICLE 42 **TEMPORARY AND STUDENT EMPLOYEES**

42.01 Employee Status

- (a) Temporary Employee shall mean an employee whose anticipated length of employment shall not exceed five (5) calendar months. This may include full-time and part-time employees.
- (b) Student **shall** mean a student hired on a part-time or full-time basis. A student is defined as a person who intends to continue their education on a full-time basis (minimum of three (3) courses or nine (9) credits per semester) at a post secondary institute.

42.02 Term of Work

The Employer shall advise the employee at the time of appointment, of the anticipated date of termination. It is understood that employment is based on the availability of work, and that the lay off procedure of 16.02 notice of **lay-off** as it pertains to temporary employees (two weeks) will be in effect.

42.03 Hours of Work

Temporary employees shall be paid at the straight-time rate of pay **for** all work performed up to the normal daily or weekly hours specified for a permanent employee. If an employee is called back during a calendar day, time worked shall be paid at the applicable call back pay.

The days of rest provisions of this agreement apply only in a week when a temporary employee has worked five (5) days and the weekly hours specified for a permanent employee.

42.04 Overtime

Overtime will be as is for the permanent employees.

42.05 Statutory holidays

Temporary employees will receive four point two five percent (4.25%) of their non overtime pay on their pay cheque as pay for **all** statutory holidays.

Temporary employees working on a statutory holiday will receive time and one half (1½) pay for each hour for the first eight (8) hours and double time for time period worked thereafter.

42.06 Vacation pay

Temporary employees will receive four percent (4%) of their non overtime pay on their pay cheque as vacation pay.

42.07 Sick leave

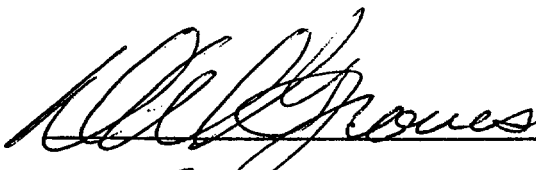
Sick leave credits will be accrued at one point two five (1.25) days per month on time averaged over the previous months hours. E.g. if an employee works eighty (80) hours in the previous month they will have accrued five (5) hours of sick leave. Sick leave will not be accumulated from one season to the next.

42.08 Reporting Pay

When a temporary employee reports for work on a regular time day that employee is entitled to a minimum of four (4) hours of work at the regular rate of pay.

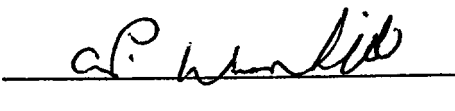
Signed this 27th day of June, 2003.

SIGNED ON BEHALF of the
Terrace-Kitimat Airport Society



Richard Reed

SIGNED ON BEHALF of The
Canadian Union of Public
Employees, Local 2012-02



C. Beaudry

LETTER OF UNDERSTANDING NO. 1

Between

TERRACE-KITIMAT AIRPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-02

Re: Summer Students

Because the parties recognize the value of employing the youth of our community it is agreed that:

A student employee shall mean a student hired on a part-time or full-time basis. A student is defined as a person who intends to continue their education on a full-time basis (minimum of three (3) courses or nine (9) credits per semester) at a post secondary institute. The Terrace-Kitimat Airport Society shall advise the student, at the time of appointment, of the anticipated date of termination.

A student employee shall receive all the benefits accorded a temporary employee.

The Terrace-Kitimat Airport Society agrees to provide the Union with a letter stating:

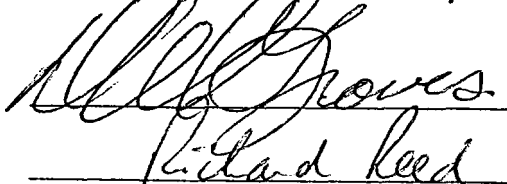
Job tasks, Hours of work, Employee benefits, Equipment and transportation required by the new employee, Supervision and Seniority rights.

The student will be hired as a supplement to the workforce, and in no way displace any Permanent staff positions. The number of summer students hired will be limited to a maximum of two (2) for a maximum of four (4) months each, unless extended by mutual agreement. In the interest of safety the summer student will be limited to operating pickup trucks, small lawn tractor/grass cutter and other small mowers and equipment.

The wage for the Student Position will be the provincial minimum wage multiplied by one point five (1.5). (Minimum wage not less than \$8.00 per hour).

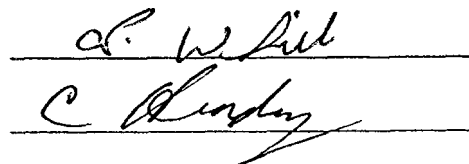
Signed this 27th day of June, 2003.

SIGNED ON BEHALF of The
Terrace-Kitimat Airport Society


Richard Reed

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SIGNED ON BEHALF of The
Canadian Union of Public
Employees, Local 2012-02


C. Hardy

LETTER OF UNDERSTANDING NO. 2

Between

TERRACE-KITIMAT AIRPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-02

Re: Job Evaluations and Descriptions

The parties agree that they will cooperate to evaluate and prepare **Job** Descriptions for every position. The process will start within six (6) months of ratifying the Collective Agreement, and be completed by April 30, 2004.

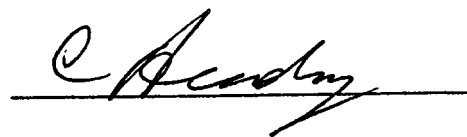
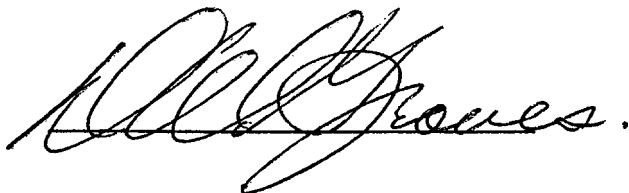
The parties further agree that research shall be conducted on various job evaluation programs (including CUPE's Gender Neutral **Job** Evaluation Plan) to determine the most suitable for use at the Northwest Regional Airport. The terms of reference of the **suitable Job** Evaluation Program will be agreed to and signed on or before September 30, 2003.

The parties agree that CUPE's **Job** Evaluation Representative will be invited to make a presentation to the parties within three (3) months of ratifying the Collective agreement.

Signed this 27th day of JUNE, 2003.

SIGNED ON BEHALF of The
Terrace-Kitimat Airport Society

SIGNED ON BEHALF of The
Canadian Union of Public
Employees, Local 2012-02



LETTER OF UNDERSTANDING NO. 3

Between

TERRACE-KITIMAT AIRPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-02

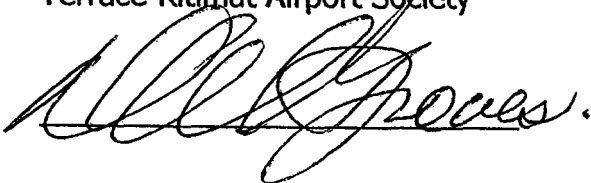
Re: Definitions and Qualifications

The parties agree that the following definitions/qualifications shall apply until such time that job descriptions have been agreed to between the parties:

- (a) Operations Supervisor means the supervisor having the responsibility for overall day-to-day operation of the airport facility.
- (b) Electrician means an employee having the minimum Provincial Trade Qualifications for Electrician.
- (c) Mechanic means an employee having the minimum Provincial Trade Qualifications for Heavy Duty Mechanic.
- (d) Equipment Operator means an employee having a minimum Class 3 Drivers License with Air Endorsement.
- (e) Equipment Operator Trainee means an employee having a minimum Class 3 Drivers License with Air Endorsement.
- (f) Labourer means an employee having a minimum Class 5 Drivers License.


Signed this 27th day of June, 2003.

SIGNED ON BEHALF of The
Terrace-Kitimat Airport Society



Richard Reed

SIGNED ON BEHALF of The
Canadian Union of Public
Employees, Local 2012-02



C. Hedy

LETTER OF UNDERSTANDING NO. 4

Between

TERRACE-KITIMAT AIRPORT SOCIETY

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-02

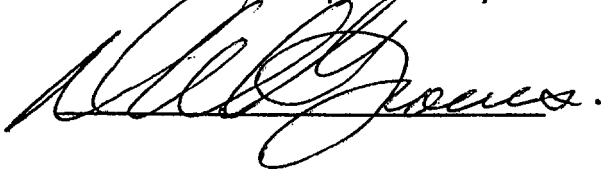
Re: Firefighting Duties

The parties agree to meet prior to the implementation of the regulation concerning firefighting being performed by personnel on-site at the Northwest Regional Airport to address issues of mutual concern, including the possible creation of a new bargaining unit position, the possibility of additional duties being given to current staff, appropriate training required if necessary, the fitness level of the staff if required to perform the additional duties, hours of work and rate of pay.

In the event the parties agree to add the firefighting duties to the job descriptions of current staff or create a new firefighting position, the wage rate shall be subject to negotiations between the parties. Should the parties be unable to reach agreement on an appropriate wage rate it shall be referred to arbitration.

Signed this 27th day of JUNE, 2003.

SIGNED ON **BEHALF** of The
Terrace-Kitimat Airport Society



Richard Reed

SIGNED ON **BEHALF** of The
Canadian Union of Public
Employees, **Local 2012-02**



C Hendry

LETTER OF UNDERSTANDING NO. 5

Between

TERRACE-KITIMAT AIRPORT SOCIETY

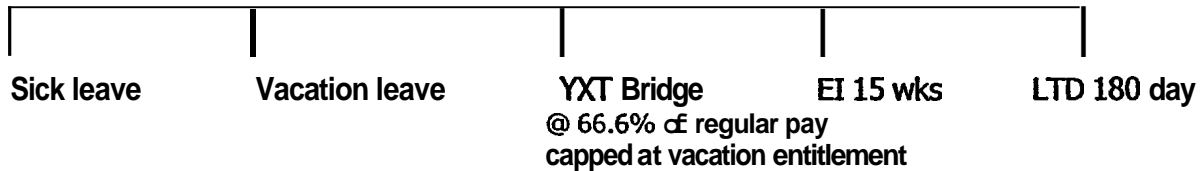
And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2012-02

Re: Short Term Disability

The parties agree that for the term of the agreement the Employer will provide a block of sick days (YXT Bridge) to permanent eligible employees who have exhausted their sick leave credits under article 16.01 to bring them to the qualifying date for Long Term Disability (LTD) on the following basis:

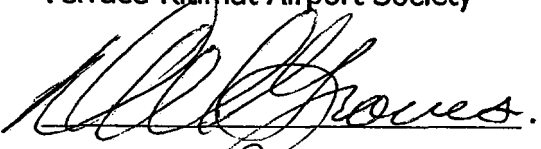
Upon the illness of an employee, accumulated sick leave credits will be used up first. Upon exhaustion of sick leave credits any vacation and comp-time credits will be used up, next YXT bridge shall apply until fifteen (15) weeks prior to the eligibility of the Long Term Disability plan during which time the employee shall apply for EI sick leave benefits (the YXT Bridge will be paid at 66.6% of regular wage and capped at the employee's vacation leave entitlement as per article 14.03) as per the following chart:




The parties further agree that within twelve (12) months of ratification of the Collective Agreement, the parties will jointly review the current benefit package with a view to include an employer-paid short-term disability plan either as an addition to the existing benefit plan or in a revised benefit plan.

Signed this 27th day of June, 2003.

**SIGNED ON BEHALF of The
Terrace-Kitimat Airport Society**


Richard Reed

**SIGNED ON BEHALF of The
Canadian Union of Public
Employees, Local 2012-02**


C. Hendry

APPENDIX A
WAGE RATES

POSITION	CURRENT	MAY 1, 2003	MAY 1, 2004	MAY 1, 2005	MAY 1, 2006
		WAGE ADJUSTMENT + (2.5%)	(2.5%)	(2.5%)	(2.5%)
ELECTRICIAN	\$24.77	\$25.85	\$26.50	\$27.16	\$27.84
OPERATOR	\$21.69	\$22.49	\$23.05	\$23.63	\$24.22
OPERATOR TRAINEE	\$20.69	\$21.49	\$22.05	\$22.63	\$23.22
ACCOUNTING ANALYST	\$21.01	\$22.13	\$22.68	\$23.25	\$23.83
MECHANIC	\$23.53	\$24.12	\$24.72	\$25.34	\$25.97
LABOURER	\$16.00	\$16.40	\$16.81	\$17.23	\$17.66
SUPERVISOR OPERATIONS MAINTENANCE AND SECURITY	\$26.44	\$27.73	\$29.06	**	**

Student shall be 1.5 times the minimum wage. (minimum wage not less than \$8.00/hr).

**** NOTE:** The Supervisor Operations Maintenance and Security wage rate effective May 1, 2005 and May 1, 2006 will be subject to discussion between Carman Hendry and the Airport Manager. A wage adjustment for this position, effective May 1, 2005 and May 1, 2006 shall be agreed to between the parties and subject to ratification of the Board. The 2.5% general wage increase, effective May 1, 2005 and May 1, 2006 shall be applied after the wage adjustment is made in each of these years. If it is determined that no wage adjustment is required the position will receive the minimum 2.5% increase and COLA if applicable, as described below.

COST OF LIVING ALLOWANCE

In years 3 and 4, if the CPI for British Columbia exceeds 2.5% in each year COLA shall be applied as follows:

If CPI is 3-4.5% COLA = 75% of increase over 3%
If CPI is 4.51-6% COLA = 50% of increase over 4.5%
If CPI is greater than 6% no COLA over the 6%

APPENDIX AA

TRAVEL EXPENSE AND MILEAGE

Mileage

When an employee requests to use his/her own transportation the lower of the mileage and Airfare will be provided to the employee. Mileage will be tied to the published BCGEU rates.

2003= \$0.43/km

2004= \$0.44/km

Meals

Full Day	\$55.00
Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$28.00

Locals/2012-02/CA June 4, 2003

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