

COLLECTIVE AGREEMENT

BETWEEN

PRINCE RUPERT AIRPORT AUTHORITY

AND

PUBLIC SERVICE ALLIANCE OF CANADA

LOCAL 20215

December 1, 2002 – November 30, 2006

132 86(01)

TABLE OF CONTENTS

ARTICLE	SUBJECT
1	Purpose & Scope
2	Management Rights
3	Recognition
4	Employee Representatives
5	Use of Employer Facilities
6	Check-off Conditions
7	Information
8	Strikes & Lockouts
9	No Discrimination
10	Sexual Harassment
11	General Holidays
12	Leaves of Absence
13	Layoff/Recall & Severance Pay
14	Loss of Service
15	Wash-up Time
16	Pay Administration
17	Travelling Time
18	Suspension & Discipline
19	Employee Performance Review
20	Health & Safety
21	Grievance Procedure & Arbitration Procedure
22	Employee Status
23	Hours of Work
24	Overtime
25	Standby
26	Vacation Leave
27	Benefits Plan & Insurance Plans
28	Technological Change
29	Training
30	Clothing Policy
31	Agreement Re-opener
32	Duration

Appendix A	Agreement For Part – Time Employees
Appendix B	Clothing Policy
Appendix C	Rates of Pay
MOA	LTD Benefit Shift Schedule Signature Page

1. PURPOSE AND SCOPE

1.01

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

2. MANAGEMENT RIGHTS

2.01

Except to the extent provided herein, this Agreement in no way restricts the authority of the Employer to manage and operate all aspects **of** the Employer's business.

2.02

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

3. RECOGNITION

3.01

The employer recognizes the Alliance as the exclusive bargaining agent **for** all the employees of the Employer described in the certificate issued by the Canada Industrial Relations Board dated August 5, 1997.

3.02

All work covered within the scope of this agreement shall be performed by those persons coming within the Bargaining Unit who are members of the Alliance. This provision does not apply in emergency situations.

3.03

The Employer agrees that all written correspondence between the Employer and the Alliance, related to matters covered by this Agreement, shall be sent to the Business Representative **of** the Alliance or his/her designate. The Employer also agrees that a copy of any written correspondence between the Employer and any employee in the bargaining unit covered by this agreement, pertaining **to** the interpretation or application of any clause in this agreement, as it applies to that employee, shall be forwarded to the Business Representative of the Alliance or his/her designate and the shop steward.

3.04

The Alliance agrees that all written correspondence between the Alliance and the Employer, related to matters covered by this Agreement, shall be sent to the Employer Representative or his/her designate. The Alliance agrees that a copy of any written correspondence between the Alliance and any employee in the bargaining unit covered by this Agreement, pertaining **to** the interpretation or application of any clause in this Agreement, as it applies to that employee, shall be forwarded to the Employer Representative or his/her designate.

4. EMPLOYEE REPRESENTATIVES

4.01

The Alliance will notify the Employer in writing of the names of its elected or appointed representatives and any changes thereto. The Employer will notify the Alliance in writing of the management personnel with whom the Alliance shall deal with and any changes thereto.

4.02 Employer Alliance Meetings

It is recognized that meetings, between the Employer and the Alliance are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. These meetings will be held at least once each calendar quarter or as required on dates mutually agreeable, to discuss ways and means of improving working conditions, methods, operating efficiency, productivity, maintenance of good morale and to provide for advance discussion of any pending changes that may affect the work or working conditions of employees. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

4.03

Employer Alliance meetings where possible, will be held during regular working hours and in no way will be considered as being in lieu of the grievance procedures.

4.04

The Employer will grant time off with pay to the designated Alliance representatives who are attending meetings with the Employer on behalf of the Alliance when such meetings occur during the representatives' normally scheduled working hours.

4.05

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

4.06

Subject to operational requirements and with reasonable notice, the Employer shall grant leave without pay to a reasonable number of employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business. The Alliance will bear the cost of all "actual time" lost by Alliance members and representatives while participating in activities authorized by the Alliance. This will include but not be limited to: Alliance conventions; educationals; contract bargaining; executive meetings; meetings to discuss internal Alliance business. The Alliance will provide reasonable notice and the time off will not be unreasonably refused.

The Alliance will be billed for the time off except in those situations where the Employer has agreed to absorb the cost. The time billed will be actual scheduled time lost and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that the employee may be replaced at overtime. In any case the employee involved will not be removed from the payroll and wages will not be debited.

4.07

The Employer will grant leave with pay to one (1) employee during regular working hours for the purpose of attending contract negotiations meetings on behalf of the Alliance until an impasse is reached and either party seeks conciliation.

5. USE OF EMPLOYER FACILITIES

5.01

The employer will provide space for a bulletin board on which the Alliance may post Official Alliance Notices to its members. All notices other than Official Alliance notices shall require prior approval of the Employer. Such approval shall not be unreasonably withheld.

5.02

Authorized representatives of the Alliance will upon prior approval of the Employer, be granted access to the workplace during working hours for the purpose of investigating conditions related to clauses in this Agreement and shall in no way interrupt the Employers work schedule. Such permission shall not be unreasonably withheld.

CHECK FIVE IS

6.01

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

6.02

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

6.03

The Alliance shall inform the Employer in writing of the authorized monthly deduction to be deducted on behalf of each employee.

6.04

For the purpose of applying clause 6.02, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

6.05

No prospective bargaining agent other than the Alliance shall be permitted to have membership dues and/or other moneys deducted by the Employer from the earnings of employees within the bargaining unit.

6.06

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

6.07

The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production to appropriate documentation. It is understood that no deductions will be taken from any employees without their signed consent.

6.08

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

6.09

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

7. INFORMATION

7.01

The Employer shall provide the Alliance, within a period of fifteen (15) days, with the names and classifications of any new hired employees.

7.02

The Employer will bear the cost of printing copies of the Collective Agreement and shall supply each employee a copy within one (1) month after both parties have signed the Collective Agreement.

7.03

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

8.0 STRIKES AND LOCKOUTS

8.01

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

8.02

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

8.03

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

9 NO DISCRIMINATION

9.01

(a) The Employer acknowledges and affirms its obligations under the Canadian Human Rights Act, which prohibits discrimination in respect of employment by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, place of residence, lawful political affiliation or lawful activities, criminal conviction not related to employment, or sexual orientation, in the absence of a bona fide occupational requirement as provided by the Canadian Human Rights Act.

Accordingly, the provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

(b) In the event of a violation of the Article by the Employer, an arbitrator shall have the jurisdiction to hear the complaint and have the remedial powers set out in Section 53 of the Canadian Human Rights Act.

- (c) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitrable and no grievance shall be filed by the Alliance in respect of such complaint.
- (d) There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. An allegation of such discrimination is subject to the Grievance Procedure.
- (e) The inclusion of place of residence shall not ~~derogate~~ from the employee's normal obligation to be appropriately available for work.

10. SEXUAL HARASSMENT

10.01

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

10.02

Complaint Procedure:

- (a) The employee who alleges sexual harassment, or an Alliance representative on behalf of the employee, may contact a Management Representative who will:
 - (1) Investigate the matter, and
 - (2) Maintain a strict degree of confidentiality with the employee concerned; and
 - (3) Take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

11. GENERAL HOLIDAYS

11.01

The following days shall be deemed to be statutory holidays within the meaning of this Article:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day (Civic Holiday)	Boxing Day

Easter Monday

And any other day that may be proclaimed to be a holiday by the Federal or Provincial Governments.

11.02

Holiday Pay Eligibility:

- (a) An employee must work their scheduled shift immediately preceding and the scheduled shift immediately following the General Holiday to qualify for the General Holiday, unless prior permission has been granted by the Employer.
- (b) An employee absent without pay (including but not limited to absence while in receipt of sick leave credits pursuant to Article 12, weekly indemnity, LTD or WCB benefits) on the working day both immediately preceding or following a designated holiday, is not entitled to pay for the holiday, unless on union leave without pay as referred to in Article 4.06.

11.03

As the employer operates a continuous operation, employees who are required to work on a General Holiday as part of their regular shift shall be paid at the rate of two and one-half (2 1/2) for all hours worked on a General Holiday. Any time worked in excess of their regular scheduled hours on a General Holiday shall be paid at triple (3) times their hourly rate of pay.

11.04

When a day designated as a holiday under Article 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 a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

11.05

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 practical, an employee who has worked Dec. 25 the previous season will be given preference to having Dec. 25 off in the subsequent season.

12. LEAVES OF ABSENCE

12.01

Jury Duty/Witness Duty

Employees will be granted time off due to jury duty, coroner's inquest, court witness – civil or criminal – and will be carried on the payroll with pay. The provisions of this Clause shall not apply to any employee who, of their own volition, directly or indirectly has an interest in the Court proceedings.

The Employer will compensate an employee for the actual loss of salary when he appears as a witness before any court, Board, Commission or Administrative Tribunal to testify on matters related to his work or employment with the Employer.

On receipt of payment from the court for such duties, the employee must provide the Employer with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the Court specifically for meals, travel, and other such expenses.)

The employee's subsequent paycheck will be reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel, and other such expenses.)

12.02

Bereavement Leave

In the event of the death of a member of the immediate family an employee will be granted bereavement leave on any of his normal working days that occur during the four (4) consecutive days immediately following the day of death and does not extend beyond the day following the day of the funeral. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

Immediate family includes (spouse (including common-law), **parent(s)**, spouse of father or mother (including common-law), **child(ren)**, sister, brother, father-in-law, (including common-law), mother-in-law (including common-law), **grandparent(s)** (including common-law), grandchild (including common-law), son-in-law, daughter-in-law, brother-in-law or sister-in-law and any relative permanently residing in the employees household or with whom the employee resides.

The employee will be paid at his regular rate of wages for his normal hours of work.

12.03

Maternity Leave Without Pay

(A)

- (i) (i) An employee who has completed six (6) consecutive months of continuous employment with the employer and provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant shall 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-four (54) weeks in total subsequent to the termination of the pregnancy and subject to Article 12.07.

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.

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

A pregnant employee may be eligible for sick leave benefits under Article 13, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.

(B)

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

- (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 period of approved leave other than Care & Nurturing leave) and who qualifies for Unemployment Insurance benefits shall be paid a maternity leave

allowance in accordance with the supplementary Unemployment Benefit Plan.

- (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.

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

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of **ninety-three percent (93%)** of her weekly rate of pay for each week of the **two-week** waiting period less any other monies earned during this period; and/or
- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive **ninety-three (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 **12.02 (d) (I) or (ii)** shall be adjusted accordingly.
- (iv) Employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

12.04

Leave With Pay for Family-Related Responsibilities

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

- (a) up to one (1) day for medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools. 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 must notify his or her supervisor of the appointment as far in advance as possible.
- (b) Up to **two** (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family;
- (c) Two (2) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (d) The total leave with pay which may be granted in Article 12.04 shall not exceed five (5) days in a fiscal year.

12.05

Injury-on Duty Leave

An employee shall be granted injury-on-duty leave with pay for a reasonable period when a Worker's Compensation claim has been approved by the Worker's Compensation Board and the employee agrees to remit to the Employer any amount received by him or her from the Worker's

Compensation Board in respect of such claim. When a claim exceeds six (6) months and the employee's return to work date is indeterminate, the employer may arrange for the Worker's Compensation Board to directly compensate the employee.

12.06

Paternity Leave and Adoption Leave Without Pay

A male employee who intends to request paternity or an employee who intends to request adoption leave, shall **notify** the employer at least fifteen (15) weeks in advance of the expected date of birth or as soon as the application for adoption has been approved, and shall request such leave four (4) weeks prior to the date of commencement unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than **fifty-four (54)** weeks after commencing.

12.07

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-four (54)** weeks for both employees combined.

12.08

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.

During any period of maternity, paternity, or adoption leave the Employer shall continue to pay its applicable share of all pension, benefits, and insurance plan premiums unless the employee notifies the Employer of his/her intention to discontinue contributions during that period or the employee fails to make his/her contributions during that period.

12.10

When the employee returns to work from any period of maternity, paternity, or adoption leave under this Article, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists unless there is a valid reason why the Employer cannot do so. In that case, the employee shall be reinstated to a comparable position with the same wages and benefits.

12.11

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

12.12

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

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

- (a) an employee shall notify the employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;

- (b) leave shall be granted under this clause once per child for a minimum period of six (6) weeks and for a maximum period of two (2) years, with a lifetime maximum of five (5) years;
- (c) where an employee returns from leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. In any event, the employee shall be reinstated to a comparable position with the same wages and benefits;
- (d) where the employee returns from a leave of more than one (1) year and the employee's previous position has not been filled on a permanent basis or eliminated, the Employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified.

12.13

Short Term Sick Leave Program

An employee is eligible after three (3) months of continuous service to accumulate sick leave at the equivalent rate of one and **one-quarter** (1 ¼) days regular salary for each month worked to a maximum of forty-five (45) days. This sick time credit will be used to cover wages for ~~the~~ first three (3) days of sickness. The balance will be used to cover the shortfall between weekly indemnity monies paid to the employee and the employee's regular rate of pay. Employees shall be paid 100% of regular salary and it is understood that all monies sent to the employee by the carrier of the weekly indemnity plan will be forwarded to the employer until such time that the sick leave credits are depleted.

Granting of Sick Leave

An employee shall draw from sick leave credits 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 a manner and at such time as may be determined by the Employer,
- (b) **he/she** has the necessary sick leave credits;
- (c) until the terms of the weekly indemnity benefit package apply.

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

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

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

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

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

12.14

Career Development Leave With Pay

As operational requirements will allow the Employer shall grant leave with pay during the 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 purpose of writing required examinations and will pay course registration fees and tuition.

13. LAYOFF/RECALL AND SEVERANCE PAY

13.01

Layoff/Recall

Layoff and recall shall apply to full time and permanent part time employees only and shall be based on bargaining unit seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recall.

Seniority shall be lost and employment terminated if an employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) is discharged for just cause, and not reinstated under the terms of the grievance process;
- (c) is on continuous layoff for one (1) year,
- (d) accepts severance pay in accordance with this Article;

An employee on layoff of unknown duration may elect to be paid out any monies due under severance terms. This option however shall result in the termination of employment;

If within three (3) working days after the date of receipt of notice of recall an employee shall have failed to notify the employer that he intends to return to work or if within five (5) working days of the same date an employee shall have failed to return to work or to have satisfied the employer that he is unable to return because of accident or illness or other sufficient cause his employment will be terminated.

The Employer shall make every reasonable effort to contact the most senior employee on layoff;

- (a) By phone to the employee's last known phone number.
- (b) Then, failing contact, by Registered Mail to the employee's last known address.

Employees who have been laid-off and have not accepted severance pay shall be entitled to recall for a period of one (1) 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 and his/her employment will be terminated.

13.02

Workforce Reduction

In the event of a workforce reduction, the Employer shall advise the Union at least sixty (60) days prior to the reduction. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

Employees subject to layoff will be advised no less than thirty (30) days prior to the date of layoff.

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with Clause 13.01 if:

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

13.03

Severance

Severance is calculated as **two** (2) weeks' pay for the first completed year of continuous service effective July 1, 1997 and one (1) week's pay for each additional complete year of continuous employment to a maximum of thirty (30) weeks pay.

13.04

Severance for Incapacity and Retirement

When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of incapacity, he or she is entitled to severance **(as per clause 13.03)**.

When an employee retires at age **fifty** (50) or over, he or she is entitled to severance **(as per clause 13.03)**.

14. LOSS OF SERVICE

14.01

Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is laid off and employment is terminated under the provisions of Article 13;
- (c) is discharged for cause;
- (d) abandons his or her position by failing to report for duty for five (5) consecutive days unless an employee provides a satisfactory explanation for their absence;
- (e) accepts severance pay pursuant to Article 13;
- (9) the term of employment ends.

15. WASH-UP TIME

15.01

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.

16. PAY ADMINISTRATION

16.01

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

Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

16.02

Employees will occupy a position in the classification as determined by the following:

- (a) Airport Technician I (In training)

- (i) Comprised of those employees who perform Airport Technician duties in a learning capacity under the direction of a qualified employee.
 - (ii) Possession of a Class 3 & 4 Province of BC Driver's Licence.
- (b) Airport Technician II**
- (i) Certified in all subject credit Airfield Maintenance Program modules.
 - (ii) Certified in Aircraft Fuel Handling Training Modules
 - (iii) Certified in Aircraft Company Ramp Procedures
- (c) Airport Technician II (Mechanical)**
- (i) Certified in all subject credit Airfield Maintenance Program modules.
 - (ii) Certified in Aircraft Fuel Handling Training Modules
 - (iii) BC Trade Certificate in Heavy Duty Mechanics or equivalent
 - (iv) Certified in Aircraft Company Ramp Procedures
- (d) Airport Technician III**
- (i) Certified in all subject credit Airfield Maintenance Program modules.
 - (ii) Certified in Aircraft Fuel Handling Training modules.
 - (iii) Certified in ERS Certification Program
 - (iv) Certified in Aircraft Company Ramp Procedures
- (e) Janitor**
- (i) Class 4 Driver's Licence
 - (ii) Responsible for keeping public areas, offices, halls, washrooms and other areas in a clean and orderly condition and responsible for itinerant transportation related duties as required.
- (f) Administration Clerk**
- (i) Class 4 Driver's Licence
 - (ii) Responsible for the daily operation of the Airport Administration office and itinerant transportation related duties as directed by the Airport Manager.

The training requirements of the above positions will be administered on an as available basis and as operational requirements allow and on an equitable basis with regards to seniority.

17. TRAVELLING TIME

17.01

Where the Employer requires an employee to travel outside of the Prince Rupert District:

- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
- (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - (i) his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours; and
 - (ii) at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed eight (8) hours, pay at the straight-time rate of pay.
- (c) on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours pay at the straight-time rate of pay.

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

The Employer will reimburse employees for reasonable expenses incurred travelling on employer business including meals, commercial accommodations, and mileage as per the Travel Policy.

18. SUSPENSION AND DISCIPLINE

18.01

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

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

18.02

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

18.03

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

The Employer will initiate any disciplinary investigation no later than fifteen (15) days after the incident comes to Employers' attention and shall advise the local President that such investigation has commenced.

18.04

Any document or written statement related to disciplinary action, which may have been placed on ~~the~~ personnel file of an employee shall be destroyed after eighteen (18) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

19. EMPLOYEE PERFORMANCE REVIEW

19.01

The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance.

19.02

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

19.03

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

- (a) the evaluation form which will be used for the review;
- (b) any written documentation which provides instructions to the person conducting the review;
- (c) if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

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

20. HEALTH & SAFETY

20.01

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

20.02

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

21. GRIEVANCE PROCEDURE & ARBITRATION PROCEDURE

21.01

A grievance is defined as a difference between the Employer, the Union or an employee concerning the meaning or application of a specific provision of the agreement currently in place and shall be settled as set forth in this article:

Step I

Any grievance of an employee shall first be taken up between the employee and his supervisor or designate as soon as possible and within ten (10) working days of reasonable awareness of the occurrence. A Shop Steward may be present upon request of the employee.

Step II

Failing settlement under Step I, the grievance shall be put in writing within seven (7) working days of the Employer's response to Step I and a hearing shall be held between the Employer and the Union within five (5) working days of receipt of such grievance.

Step III

Failing settlement under Step II, notice of intention to proceed to arbitration shall be made in writing within **thirty (30)** working days of the Employer's response. An arbitrator shall be selected jointly by the Parties. If the Parties are unable to agree on an Arbitrator, either party may request the Minister of Labour to appoint an Arbitrator. It is understood that the decision to proceed to Arbitration is at the sole discretion of the Union or the Employer.

It is agreed that the time limits in each step mentioned above may be extended, if mutually agreed to by both parties. For the purpose of the article Saturday and Sunday are not considered working days.

The Arbitrator's decision shall be final and binding upon all Parties.

The cost of the Arbitrator shall be borne equally by the Union and the Employer.

Any grievance not submitted within the prescribed time limits **shall** be considered abandoned and without recourse.

22. EMPLOYEE STATUS

22.01

Probationary Employees

Any employee entering the service as a full time or permanent part time employee shall be a probationary employee for a period of three (3) Months. Except where otherwise provided, all provisions of this agreement will apply to probationary employees. A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration. A probationary employee shall have a performance evaluation completed in accordance with Article 19 at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period, a full time or permanent part time employee's seniority shall be established

from the first day of employment. It is understood the Employer may extend this period by an additional three (3) months by notification to the Alliance

22.02

Permanent Part Time employees

A part-time shift can be established where there is not sufficient work to establish full-time shifts. No part-time shift may be scheduled to negate a full-time position.

A part-time employee is an employee whose normal hours of work are less than those established in the Hours of Work Article 23.01. Part-time 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 full-time employees and shall be entitled to any benefits provided under the terms of the Benefit Program in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified for full-time employees and pursuant to Appendix A unless otherwise agreed with the Alliance. A part-time employee shall have the right to decline work beyond their regularly scheduled part-time hours.

22.03

Full Time Employees

A Full time employee is an employee hired for an indeterminate period who has completed the probationary period. It is understood that no employee will be required to serve more than one (1) probationary period.

22.04

Term Employees

A term employee is an employee who is hired for a specific consecutive period or project on a full time or part time basis, including replacement for employees who are ill or who are on vacation or a leave of absence for a duration of not longer than fifty (54) weeks unless extended by mutual agreement with the Union. Term employees will not accrue seniority and will receive benefits in accordance with Article 27.01 or Appendix A, if applicable. Term employees shall have a performance evaluation completed in accordance with Article 19 at the end of the term of employment but if the term is for more than 6 months, the term employee shall also have a performance evaluation at the mid-point of the term of the employment. If a term employee accepts a full time or permanent part time position, his/her previous service as a term employee shall be included for the purposes of seniority.

23. HOURS OF WORK

23.01

The Employer shall specify the hours of work and shift schedules for all employees. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of a new schedule. Shifts shall be allocated and shared on an equitable basis amongst employees governed by the same schedule.

23.02

Scheduling

The normal hours of operations are typically from 7:00 am to 10:00 pm. The start and stop times may change to accommodate the winter/summer airline/ferry schedules.

Janitor and Administration Clerk positions will be required to work Monday to Friday as required.

23.03

The Employer agrees that before a shift schedule and starting and stopping times in a work area is changed, the change will be discussed with the President of the Union Local. It is understood that the employer has the final decision on shift schedules.

23.04

An employees who is required to change his or her scheduled shift without receiving at least five (5) days' notice in advance shall be paid for the first shift worked on the revised schedule at the rate of time and one-half (1 ½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.

23.05

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

23.06

Meal Breaks

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

23.07

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, 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.

24. OVERTIME

24.01

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees with a 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.

24.02

Overtime Compensation

Overtime shall be compensated on the following basis:

- (a) time and one-half (1 ½) for each hour worked in excess of the employee's normal scheduled daily hours;
- (b) time and one-half (1 ½) for each hour worked on the first day of rest and double time (2) for each hour worked in excess of the employee's normal scheduled daily hours worked on that day of rest;
- (c) double time (2) for each hour worked on the second or subsequent day of rest;
- (d) double time (2) for each hour of overtime worked after sixteen (16) hours' work in any twenty-four (24) hour period.

24.03

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.

24.04

Overtime shall be paid out except where, upon request of an employee, overtime may be accumulated in equivalent leave with pay to a maximum of ten (10) working days. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. Subject to operational requirements, an employee will be granted compensatory leave with five (5) days notice. In individual circumstances, the Employer may waive the five (5) day notice requirement.

Compensatory leave with pay not used by September 1 will be paid out at the employee's current rate of pay, unless the employee requests in writing the **carry-over** of up to a maximum of five (5) compensatory days earned subsequent to the previous pay out date.

24.05

- (a) Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.
- (b) Upon completion of a normal scheduled day or overtime scheduled day, time spent by the employee waiting for the ferry departure beyond fifteen (15) minutes of the scheduled departure time shall be counted as time worked.

24.06

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

24.07

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) four (4) hours' pay at the applicable overtime rate;
- (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.

25. STANDBY

25.01

Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of ten dollars (10) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

25.02

An employee designated on standby will be available during the period of standby and prepared to return for duty promptly if required. 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 reasonable notice of standby.

25.03

An employee on standby who is required to report for work shall, in addition to the standby pay, be compensated in accordance with the Call-Back Pay provisions of Article 24.07.

26. VACATION LEAVE

26.01

The Employer reserves the right to determine how many employees can be on vacation at one time.

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

The vacation year shall be from April 1 to March 31.

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

- (a) the length of continuous service with the Federal Government, for former Transport Canada employees;
- (b) the start date of employees hired on by the Prince Rupert Airport Society.

26.02

Vacation Entitlement

Provided a full time or permanent part time employee has completed ~~six~~ (6) months of continuous service, the employee may be granted vacation leave in advance of ~~the~~ credits earned during the vacation year, and will be advanced credits equivalent to the anticipated credits for each subsequent vacation year.

26.03

Credits

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

- (a) one and one-quarter (1 ¼) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
- (b) one and two-thirds (1 ⅔) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;
- (c) two and one-twelfth (2 1/12) days commencing with the month in which the employee's nineteenth (19th) anniversary occurs;
- (d) two and one-half (2 ½) days commencing with the month in which the employee's thirtieth (30th) anniversary of continuous service occurs;

26.04

Vacation Pay

Term employees shall receive vacation pay of four percent (4%) on each pay cheque.

26.05

Scheduling

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

Subject to operational requirements:

- (a) each employee shall be permitted on the basis of seniority, one (1) selection, to be made by May 1, of up to two (2) consecutive weeks of vacation.
- (b) Vacation leave not scheduled during the selected period identified in (a) will be granted in order received.
- (c) The administration details pertaining to this procedure shall be established in consultation with the Union;
- (d) The Employer shall give as much notice as is practicable when approving or denying vacation leave;
- (e) Once an employee's vacation period has been selected and approved in accordance with this Article it shall not be displaced by a more senior employee.

26.06

Carry-Over

Carry-over of unused vacation leave credits may be carried over to the next year, only by mutual consent of the Employer.

26.07

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

27. BENEFITS PLAN AND INSURANCE PLANS

27.01

As per the current benefits plan booklet.

28. TECHNOLOGICAL CHANGE

28.01

Technological change in this article shall be defined as in the Canada Labour Code.

28.02

Whenever the employer proposes to effect a technological change, it shall give notice in writing of the change to the Alliance in accordance with the applicable provision of the **Canada Labour Code**.

29. TRAINING

29.01

Training shall be provided to all employees as required for the classifications listed in this agreement. Such requirements are to be established by the Employer. All such training shall be at the Employers expense.

30. CLOTHING POLICY

30.01

For the health and safety of employees and the public image of the Prince Rupert Airport Society, protective clothing will be provided on an as needed basis due to wear and tear to those employees who are required to wear them on duty as per the clothing policy.

31. AGREEMENT REOPENER

31.01

This agreement may be amended by mutual consent.

32. DURATION

32.01

This agreement shall be for a term period from the date of ratification to November 30, 2006. Either party to this agreement may, within four (4) months immediately preceding November 30, 2006 give to the other party written notice to commence collective bargaining.

After expiry of this collective agreement and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part I of the Canada Labour Code including the right to strike or lockout, the terms and conditions of employment as set out in this agreement, will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

"APPENDIX A"
AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES

GENERAL:

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

1. Statutory Holidays: 4.25% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.
2. Vacation & Sick Leave Entitlement: Accumulated monthly in the same proportion as the normal hours worked in the month compared with the normal hours of work specified of a full-time employee. The qualifying period for the increased accumulation for vacation leave benefits shall **not** be prorated.
3. Severance Pay: Where the period of employment consists of any period of part-time employment the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit.
4. Bereavement/Care & Nurturing Leave: Shall **not** be prorated.
5. Call-Back: The minimum payment shall be four (4) hours pay at the straight-time rate.
6. Medical/Dental: As per the benefits booklet. The insurance coverage shall not be prorated.
7. Pension: As per pension document.
8. Life/AD&D: As per benefits booklet.
9. Maternity: As per the Canada Labour Code
10. Pay Increments: Part-time employees are entitled to the same pay increment schedule as full-time employees.

MEMORANDUM OF AGREEMENT

LTD BENEFIT

The Prince Rupert Airport Society agrees to administer a Long Term Disability Plan for eligible employees.

The Prince Rupert Airport Society agrees to pay 50% of the premium and to deduct 50% of the premium from the earning of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.

Benefit

67% of monthly earnings to \$2000.00 max.
182 day elimination period
2 year own occupation
Payable to age 65
Primary offsets

APPENDIX C

RATES OF PAY EFFECTIVE DECEMBER 1, 2002 TO NOVEMBER 30, 2006

CLASSIFICATION	HOURLY RATE			
	Dec. 1, 2002	Dec. 1, 2003	Dec. 1, 2004	Dec. 1, 2005
Janitor	\$16.27	\$16.85	\$17.19	\$17.71
Airport Technician (In Training)	\$17.29	\$17.64	\$17.99	\$18.53
Airport Technician II	\$21.06	\$21.48	\$21.91	\$22.57
Airport Technician II (Mechanic)	\$22.70	\$23.15	\$23.61	\$24.32
Airport Technician III	\$23.36	\$23.83	\$24.30	\$25.04
Administration Clerk	\$19.28	\$20.43	\$20.84	\$21.47

PRINCE RUPERT AIRPORT SOCIETY SHIFT SCHEDULE

Day	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
Date	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6

	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X			X	X	X
	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X			X	X	X
	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X			X	X	X

Shift A

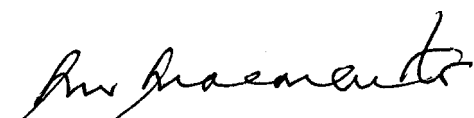
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	X				X	X			X	X	X			X	X			X	X			X	X	X			X
	X				X	X			X	X	X			X	X			X	X			X	X	X			X
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Shift B

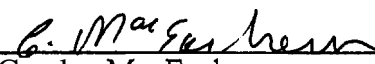
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An agreement was reached between the Prince Rupert Airport Authority and the Public Service Alliance of Canada on September 9, 2003.

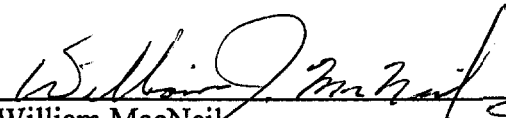
PRINCE RUPERT AIRPORT AUTHORITY

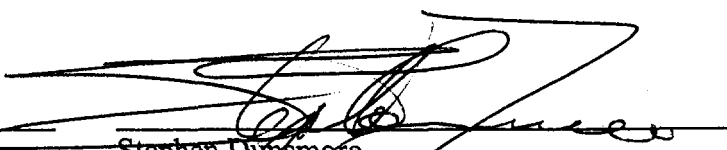

Maureen Macarenko
President, PRAA



Patty Ducharme
Regional Executive Vice President
PSAC


Carolyn MacEachern
Lidstone Young Anderson
Negotiator, PRAA


Moe Ritchie
Regional Representative, PSAC


William MacNeil
Airport Manager, PRAA


Stephen Dunsmore
RVP Pacific, UCTE


Bruno Rovatti
Representative, Local 20215, PSAC

31