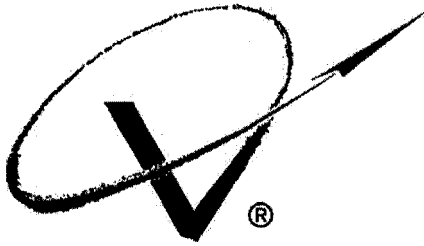


# COLLECTIVE AGREEMENT

BETWEEN



VICTORIA  
AIRPORT  
AUTHORITY

AND

RECEIVED  
NOV 11 2008



UBI  
SERVICE  
ALLIANCE  
OF CANADA

VICTORIA  
INTERNATIONAL  
AIRPORT  
LOCAL 20209

*Expires March 31, 2009*

13084(02)

**PSAC/UCTE LOCAL 20209  
VICTORIA INTERNATIONAL AIRPORT**

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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 & the Union.

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 Victoria Airport Authority.

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 Victoria Airport Authority.

## ARTICLE 2 INTERPRETATIONS AND DEFINITIONS

- 2.01 **Alliance** means the Public Service Alliance of Canada headquartered in Ottawa 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 1, 1997;

- (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 1, 1997;
- (c) continuous employment notwithstanding a break in employment, due to layoff of one (1) year or less. The durations 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 Victoria Airport Authority.

2.07 **Employee** means any person occupying a position described in the certificate issued by the Canada Labour 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** is an employee with tenure for a specific consecutive period whose hours of work may be either full- or part-time.
- (d) **Student** is a person hired under any officially recognized student employment program.

The level of benefits provided shall be in accordance with Appendix B of this Agreement.

2.09 **General Manager/CEO** means the manager having the responsibility for overall day to day operation of the Victoria Airport Authority.

2.10 **Harassment:**

- (a) **personal harassment** means any improper 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 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 authority inherent in the position held, by means of intimidation, threats, blackmail or coercion. This comprises actions which 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 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 termination of an employee's employment because of lack of work or because of the discontinuance of a 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 full-time employee, authorized work in excess of the employee's scheduled hours of work: or
- (b) in the case of a part-time 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 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 Public Service Alliance of Canada (PSAC) the Union of Canadian Transport Employees (UCTE), and PSAC Local 20209.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.01

Except to the extent provided herein, the management and direction of employees shall be vested in the Victoria Airport Authority.

### **ARTICLE 4 RECOGNITION**

4.01

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



**ARTICLE 5  
EMPLOYEE REPRESENTATIVES**

**5.01**

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

**5.02**

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**

- (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 192 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 192 hours in total for both employees, during regular working hours for purposes of attending negotiations for the reopener of the contract.
- (d) If additional time off is required, for the purpose of attending negotiations for the renewal or reopener of the contact, the Employer will grant leave without pay to these employees.

**5.04**

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

## 5.05

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

## 5.06

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

## 5.07

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 Authority, where applicable, shall arrange the orientation meeting when a Union representative is available to attend.

## **ARTICLE 6 USE OF EMPLOYER FACILITIES**

### 6.01

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 which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of Union representatives, and social, educational and recreational events. Such approval shall not be unreasonably withheld.

6.02

A designated representative of the Union may be permitted access to the Employers 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

The Employer shall provide the Union with reasonable access to a photocopier, space for and use of a filing cabinet, and subject to availability and advance notice, space on the Authority's premises for membership meetings.

**ARTICLE 7  
CHECK-OFF**

7.01

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

7.02

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, 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

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

7.04

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

#### 7.05

The amounts deducted in accordance with clause 7.02 shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

#### 7.06

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

#### 7.07

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

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

### **ARTICLE 8 INFORMATION**

#### 8.01

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

#### 8.02

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

The Employer agrees to provide the President of the Local Union of the Alliance with a copy of the Employers 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 Victoria International Airport.

#### **8.04**

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**

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**

Where an employee expresses concern for his/her safety, the Union and the Employer will make every effort to provide safe access to work during picketing involving other employees/employers on the Victoria Airport Authority's premises.

### **ARTICLE 10 DISCRIMINATION & 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

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 III DESIGNATED PAID HOLIDAYS

### 11.01

Subject to clause III02, 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,
- (l) one additional day when proclaimed by an act of Parliament as a National Holiday.

### 11.02

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 Except for firefighters**

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 worked performed on the day of rest.

### **11.04 For firefighters**

- (a) When a day designated as a holiday under clause **11.01** coincides with a firefighter's day of rest, the Employer shall schedule a lieu day, subject to operational requirements and seven (7) days advance written notice, at such a time as the Employee may request. Notwithstanding the seven (7) days notice requirement, lieu days requested on shorter notice will be considered for approval, subject to operational requirements.
- (b) When a day designated as a holiday for a firefighter is moved to another day under the provisions of this clause, work performed by a firefighter on the day from which the holiday was moved shall be considered as worked performed on the day of rest.

### **11.05**

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

### **11.06**

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. Seniority shall be the deciding factor in resolving conflicts between employees in regard to holiday scheduling identified in this Article.

### **11.07**

An employee who works on a holiday shall be paid:

- (a) time and one-half (1 ½) for all hours worked for the first four **(4)** 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) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday, and
  - (ii) pay at one and one-half (1 ½) times the straight-time rate of pay for the first four **(4)** 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 a calendar year an employee has not been granted all lieu days as requested at the employees option, such lieu days shall be paid off at the employee s straight-time rate of pay or up to five (5) days may be carried over for one year. In all other cases unused lieu days shall be paid off at the employee s straight-time rate of pay.

11.08

Notwithstanding clause 11.07, 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.

## **ARTICLE 12 LEAVE IN GENERAL**

12.01

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

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

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

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

12.05

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**

An employee **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
37.5 hours	9.375 hours	75 hours
40.0 hours	10.000 hours	80 hours

\*\* Leave Without Pay pursuant to clause 5.03, 5.04, and 5.05 shall be deemed to be qualifying 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**

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.

<b>EMPLOYER'S REQUIREMENT FOR PHYSICIAN'S CERTIFICATE</b>		
<b>Average Weekly Hours of Work</b>	<b>When Each Period Of Sick Leave Exceeds</b>	<b>When Annual Maximum Hours of Uncertified Sick Leave With Pay Exceeds</b>
37.5 hours	37.5 hours	75 hours
40.0 hours	40.0 hours	80 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:

<b>Average Hourly Work Week</b>	<b>While Awaiting A Decision On An Application For Injury-on-duty</b>	<b>In All Other Cases</b>
37.5 hours	187.5 hours	112.5 hours
40.0 hours	200.0 hours	120.0 hours

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

13.05

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

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

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

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.

**ARTICLE 14  
VACATION LEAVE**

**14.01 Vacation Year**

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

**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:

# Years Continuous Service	# of Annual Weeks of Entitlement	MONTHLY ENTITLEMENT	
		37.5 Hour Average Work Week	40 Hour Average Work Week
<b>Minimum Hours Pay Required to Earn Monthly Credit</b>		75 hours	80 hours
1 - 8 years	3 weeks	9.375 hours	10.000 hours
8 - 16 years	4 weeks	12.500 hours	13.333 hours
16 - 25 years	5 weeks	15.625 hours	16.666 hours
25 years or over	6 weeks	18.750 hours	20.000 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 March 1st;
  - (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 UMC for resolution. The decision of the UMC will be final and binding on the parties.

- (c) 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.

#### 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 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.

#### 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**

- (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.

### **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 or the grandparent or grandchild of their spouse (including common-law spouse)..
- (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 & Nurturing leave) and who qualifies for Unemployment Insurance benefits shall be paid a supplementary maternity leave allowance in accordance with 15.02 (d).

- (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) Supplementary Maternity Leave Allowance payments will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
  - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the UI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in UI benefits to which the employee would otherwise have been eligible.
  - (iii) where an employee becomes eligible for 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 Parental Leave and Adoption Leave Without Pay**

An employee who intends to request parental 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 thirtyseven (37) weeks after commencing.



#### 15.04

Unpaid parental 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

Maternity leave, parental 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 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.

#### 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 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 four **(4)** hours for the employee to attend a medical or dental appointment which cannot be scheduled outside of normal working hours;
  - (iii) up to two **(2)** consecutive days/shifts 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 work week in a fiscal year.
- (d) Leave shall be granted under this Article provided that the employee satisfies the Employer of the requirement in such a manner and at such time as may be determined by the Employer. Unless otherwise informed by the Employer, a statement signed by the employee shall be considered as meeting the requirements of this Clause.

#### **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 Offender s Act

### **15.09 Injury-on-duty Leave**

An employee shall be granted injury-on-duty leave with pay for a reasonable period when a Worker's Compensation claim has been approved by the Workers' Compensation Board and the employee agrees to remit to the Employer any amount of lost wage benefits 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.

### **15.10**

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, 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 employees 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 Other 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

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 for other work including work assigned to non-airport employees;
- (c) seek volunteers for layoff;
- (d) if all else fails identify the person with the least amount of continuous service who could be released from the work unit without compromising the work units 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 shall be thirty (30) days prior to the layoff notice to affected employee(s). The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

### 16.03

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. Employees with less than one (1) year service, subject to layoff will receive thirty (30) days notice of layoff.

#### 16.04

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) 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) Laid off employees with one (1) year of continuous service will also be provided with a job search assistance program and counselling services coordinated by the Employer.

#### 16.07

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

16.08

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

16.09

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

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

16.11

In the event of a short-term layoff of four (4) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply.

16.12

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.

16.13 **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.

**ARTICLE 17  
SEVERANCE PAY**

**17.01**

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 weeks 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 either the Public Service Superannuation Act or the Municipal Pension Plan,  
  
or
- (ii) a part-time employee, who regularly works more than thirteen and one-half (13 %) 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) weeks 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) weeks 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) weeks pay for each complete year of continuous service, to a maximum of twenty-eight (28) weeks.

17.02

Severance benefits payable to an employee under this Article shall be reduced by any period of continuous service in respect of which the employee was already granted any type of termination benefit. 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:

- (a) resigns or retires;
- (b) is laid off and is terminated by expiry of the recall period under the provisions of Article 16;
- (c) is rejected on probation; or 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

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

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

- (a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than his or her current position, shall receive negotiated salary increases on the same basis as if he or she had not been reclassified for a period of up to two years. At the end of two years the employee's rate of pay will revert to the rate of pay at the new lower level of their reclassified position.
- (b) An employee whose position is reclassified downward and who has refused reassignment to a position rated the same as or higher than his or her prior position and for which the employee has the requisite skills and abilities shall receive the rate of pay at the new lower level of their reclassified position.
- (c) An employee who is demoted for disciplinary reasons shall receive the lesser of his or her current rate of pay and the current rate of pay for the new position.
- (d) An employee who is demoted for reasons other than discipline, shall be red-circled until the rate of pay for the lower rated position reaches their current rate of pay.

### 20.04

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 be paid at the rate of pay established for the position performed.

### 20.05

- (a) 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) 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

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

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 Except for Firefighters

- (a) When an Employee is required by the Employer to substantially perform the duties of a higher paid classification within the bargaining unit on a temporary basis of one day or more (including designated holidays), the employee shall be paid the rate of pay for the higher classification.

20.09 Firefighters

- (a) When a Firefighter is required by the Employer to substantially perform the duties of a Crew Captain on a temporary basis of one hour or more (including designated holidays), the Firefighter shall be paid at the rate of pay for a Crew Captain.

**ARTICLE 21  
TRAINING AND TRAVEL**

21.01

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

21.02

When an Employee is required by the employer to travel for 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) at overtime rates for time in excess of the normal hours of work with a maximum payment for such additional time not to exceed 8 hours pay at straight time rate;
- (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 at overtime rates except that hours in excess of the normal daily hours of work will be paid to a maximum of 8 hours pay at straight time rate.

### 21.03

The Employer may authorize, at its discretion, time off for enhancement training, with or without pay. If granted with pay, time which an employee spends in enhancement training authorized by the Employer and time in which an employee travels to/from such training may be considered as hours worked, to a maximum of eight (8) hours to be compensated at straight time rates (including time spent for such purposes on a day of rest or a designated paid holiday).

### 21.04

For the purposes of clause 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 a check in time of up to one (1) hour prior to the 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 employees place of residence or workplace, as applicable, direct to the employees destination and, upon the employees return, direct back to the employees 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 Employers original determination.

21.05

When an Employee is required to travel outside of the Victoria/Saanich Peninsula Area for work, time spent in travel shall be considered working time.

21.06

Compensation under this article in excess of normal hours of work may be liquidated in pay or equivalent time off (compensatory leave pursuant to clauses 29.06 and 29.07), as requested by the employee.

21.07

The Employer will reimburse employees for expenses incurred travelling on Employer business in accordance with Victoria Airport Authority rates in effect at the time of travel.

## **ARTICLE 22 DISCIPLINE AND DISCHARGE**

22.01

The parties recognize the importance of developing and maintaining a culture which would minimize the need to take disciplinary action. Management will develop guidelines for the disciplinary process which will be reviewed on an annual basis. A copy of these guidelines and any subsequent amendments will be provided to the Union.

22.02

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.

22.03

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.

22.04

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

## 22.05

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 Employers attention and shall advise the local Union President, or his/her designee, that such investigation has commenced. This period will be defined in the disciplinary guidelines referred to in 22.01.

## 22.06

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.

## 22.07

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 year period.

## **ARTICLE 23 EMPLOYEE PERFORMANCE REVIEW**

### 23.01

Performance reviews shall be conducted on a regular basis in accordance with the process developed under Article 23.02. The parties recognize the value of performance related feedback on an ongoing basis between employees and their supervisors. The performance reviews and the ongoing feedback will be used as opportunities to:

- (a) highlight opportunities to improve the organization through the development of our employees;
- (b) reinforce effective and collaborative relationships between the employees and their supervisors/managers;
- (c) highlight and acknowledge achievements;

- (d) clarify goals and expectations of both employees and management;
- (e) align personal and corporate goals;
- (f) establish expectations and standards of performance;
- (g) review accomplishments and progress towards achieving agreed upon objectives;
- (h) enhance job performance and satisfaction.

#### 23.02

A performance review process, including frequency, will be developed by the Employer in consultation with the Union. A copy of these procedures and any subsequent amendments will be provided to the Union. Employees will be made aware of the process to be followed prior to each review.

#### 23.03

Employees will be provided with a copy of each completed assessment.

### **ARTICLE 24 HEALTH AND SAFETY**

#### 24.01

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.
- (b) Both the Employer and the 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.
- (c) The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a joint Health and Safety Committee shall be established consisting of two (2) representatives of the Employer and two (2) employees appointed by the Union.

- (d) When a pregnant employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her unborn child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Union and in a manner consistent with the Collective Agreement.

#### 24.02

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.

### **ARTICLE 25 STAFFING**

#### 25.01

Subject to Articles 25.02 and 25.07 the job posting provisions of this Article apply when the Employer decides to fill a vacant existing, or newly created job position within the bargaining unit in the following categories:

- (a) permanent positions;
- (b) temporary positions, where the specified term of position will be over ~~six~~ (6) months; or
- (c) unless the parties agree otherwise, acting assignments where the specified term of assignment will be over three (3) months, unless the Employer chooses to equitably rotate the assignment among interested and qualified employees.

#### 25.02

The Employer is not required to post a job position when:

- (a) it is filled by granting the position to an existing employee:
  - (i) whose eligibility has been predetermined under Article 25.07;
  - (ii) on compassionate or medical grounds;
  - (iii) who has been disabled by a work related injury or illness;

- (iv) returning from a leave of absence, whose original job position no longer exists or is not vacant;
  - (v) by lateral transfer within the same classification and level;
  - (vi) in satisfaction of the Employers obligations under this Agreement; and
  - (vii) covered by a supplemental Agreement entered into in writing between the Employer and the Union.
- (b) it is a temporary assignment of less than four (4) months filled by a student.

#### 25.03

A job posting will be posted for a minimum period of ten (10) working days, in order to bring the job opportunity to the attention of the employees and to provide them with an opportunity to apply. A copy of the poster will be forwarded to the Union prior to posting.

#### 25.04

- (a) 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.
- (b) A written job description or core competencies shall be available to applicants, on request.

#### 25.05

During the posting and selection process, the Employer may fill the position with a temporary employee or reassign an existing employee to the position.



## 25.06

- (a) During the job posting process, the Employer may advertise the position externally to attract applications from potential candidates from other sources; however, it is the Employers policy to afford opportunities for promotion and transfer within the bargaining unit to existing employees.
- (b) 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) 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.
- (d) All determinations made by the Employer when choosing between candidates will be made fairly, reasonably and without discrimination.

## 25.07

- (a) Within ten (10) working days after the selection of a candidate for a job position, the Employer will, by letter:
  - (i) confirm the decision to the internal candidates; and
  - (ii) advise the successful applicant, specifying the applicable salary range, his/her placement within the range, and any special terms or conditions that may be applicable to his/her appointment.
- (b) For certain positions, the Employer may, with the concurrence of the Union, establish an eligibility list consisting of applicants who, while not chosen as the best qualified for the particular job posting, were found by the Employer to be suitable candidates for any substantially similar job position. An eligibility list shall exist for a period not to exceed twelve (12) months.

#### 25.08

Employees who were unsuccessful as candidates for job positions may grieve the Employers selection decision but must do so within five (5) working days of being advised of the decision.

#### 25.09

A grievance filed pursuant to Article 25.08 will be the subject of an immediate review by the Employer and the Union. If the grievance is not settled as a result of that review, it will proceed immediately to arbitration pursuant to Article 26 of this Agreement. The appointment of the candidate selected by the Employer will not become effective pending the arbitrators award.

#### 25.10

All reasonable steps shall be taken to expedite the arbitration. The arbitrator will be encouraged to conduct a hearing immediately and to render a written award within ten (10) working days of the end of the hearing. The award will be final and binding.

#### 25.11

The arbitrator shall have jurisdiction to decide whether the Employer has properly assessed the grievor's qualifications and whether the Employer otherwise acted fairly and reasonably in the selection of a candidate. If the arbitrator determines that the selection process was flawed, in whole or in part, he/she may direct that the grievor be given the appointment or that the posting and selection process be redone in whole or in part.

### **ARTICLE 26 GRIEVANCE PROCEDURE**

#### 26.01

The Employer and the Union recognize the benefit of all Victoria Airport Authority 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.

#### 26.02

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.

#### 26.03

The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out 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.

#### 26.04

- (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.

26.05

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.

26.06

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.

26.07

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.

26.08

Stage 1      If the issue cannot be resolved informally, then, within twenty-five (25) days of the employee becoming aware of the matter giving rise to the difference, the Union may submit a written grievance to the Employer Representative, 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 Employer representative shall provide the opportunity for a hearing according to Clause 26.05 and shall give written response delivered confidentially only to the employee and the Union representative and Human Resources representative.

Stage 2      If the grievance is not settled to the satisfaction of the Griever at Stage 1, the Griever may transmit the grievance to Stage 2 within ten (10) days. Within ten (10) days of the receipt of the grievance, the Employer representative shall provide the opportunity for a hearing according to Clause 26.05 and shall give written response delivered confidentially only to the employee and the Union representative and Human Resources representative.

A grievance initiated by the Employer shall be processed at Stage 2. Only the Chief Executive Officer 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.

## 26.09 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, if 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 on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

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

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

Each party shall bear half ( $\frac{1}{2}$ ) the cost 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 27 PROBATION PROCEDURE**

### 27.01

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 company and should leave both the Employer and the employee with a sense of security and accomplishment.

### 27.02

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

27.03

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.

27.04

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).

27.05

When a temporary employee is appointed to a permanent full time position he/she will commence a new six month probationary period, except that time served in the same position will be considered as probation served.

27.06

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

27.07

When a probationary employee is terminated, the Employer shall provide notice in writing to the Employee, with a copy to the Union representative.

27.08

A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration.

## **ARTICLE 28 HOURS OF WORK**

28.01

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

The normal hours of work are as follows:

(a) 37.5 Hour Employee

- (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 these employees, exclusive of a daily meal break, shall be seven and one-half (7 ½) consecutive hours per day and thirty-seven and one-half (37 %) hours per week.

(b) 40 Hour/Week Employee - Except Firefighters

- (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 these employees, exclusive of a daily meal break, shall be eight (8) consecutive hours per day and forty (40) hours per week.

(c) 40 Hour/ Week Employee - Firefighters

- (i) Work is normally performed between 1/2 hour before and 1/2 hour after the operational hours of the airport, or on a 24 hour basis.
- (ii) The hours of work for firefighters, inclusive of two (2) daily one-half (½) hour meal breaks shall average forty (40) hours per week over the life of the schedule.

**28.02 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 employees previous shift;
- (ii) to avoid excessive fluctuation in hours of work;
- (iii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;
- (iv) during each work week or shift rotation, to schedule at least two (2) consecutive days of rest at a time. Such two 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 President of the Local Union or designate at least thirty (30) calendar days prior to the change being effected.
  - (d) Where practicable, working schedules shall remain in effect for a period of not less than six **(6)** months.
  - (e) An Airport Fire Service shift schedule shall be posted in the Fire Hall at the beginning of each fiscal year. Changes to that schedule and the posting of any other work area schedule shall be made at least thirty (30) calendar days in advance of the starting date of the new schedule.
  - (f) 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 ½). Subsequent shifts worked on the revised schedule shall be paid for at straight time, subject to the overtime provisions of this Agreement.
  - (g) Whenever possible, and when compatible with operational requirements, crew transfers will be effected in such a manner as to take individual preferences into consideration.

### 28.03

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.

### 28.04 Meal Breaks

- (a) Subject to operational requirements, the Employer will endeavour to arrange a meal break of at least one-half ( ½) hour at times convenient to the employees. A second meal break of at least one-half **(112)**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.
- (c) Subclauses (a) and (b) are not applicable to firefighters. Firefighters paid meal breaks will be taken at times convenient to the employees where practicable.

#### **28.05 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.

#### **28.06 Days of Rest**

- (a) Where an employees 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 calender 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 employees first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

#### **28.07 Flexible Hours**

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

#### **28.08 Compressed Hours of Work**

- (a) A compressed hours of work schedule is a schedule which establishes normal scheduled daily hours in excess of those prescribed in clause 28.01 (a) and (c).
- (b) Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:
  - (i) no shift in excess of twelve (12) hours is involved;
  - (ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;

- (iii) shifts developed shall be subject to an initial trial period not to exceed six **(6)** months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months notice by either party.
  - (iv) the hours of work are averaged over a period of fourteen **(14)**, twenty-one (21) or twenty-eight (28) calendar days.
- (c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.

#### 28.09

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

### **ARTICLE 29 OVERTIME**

#### **29.01 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.

#### **29.02 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.

### 29.03

Overtime shall be compensated on the following basis:

- (a) time and one-half ( $1\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) for the first 4 (four) 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);
- (d) 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.

### 29.04

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

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

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

#### **29.05 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 employees normal hours of work.

#### **29.06 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 year 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) For the purposes of this article, the calendar year for all employees except Operators and Mechanics, will be from 1 January to 31 December. The

calendar year for Operators and Mechanics will be from 1 October to 30 September.

- (c) 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
37.5 hours	112.5 hours

- (d) 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.
- (e) Compensatory leave with pay not taken by the end of the calendar year may be paid out in cash or carried over to the next calendar year. Carried over compensatory leave will be considered as a portion of the maximum allowable accumulation for the next calendar year.
- (f) At any time an employee may elect to be paid out for any portion of his or her compensatory leave credits.
- (g) Compensatory leave paid out in cash will be paid out at the employee's current rate of pay.
- (h) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on compensatory leave with pay.
- (i) 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.
- (j) 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 29.06 (i) to be reimbursed for reasonable expenses incurred by the employee.

29.07

- (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 employees' place of work.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of 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.

29.08

Clauses 29.03 (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 ( $1\frac{1}{2}$ ) for the first four (4) hours hour 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 ( $1\frac{1}{2}$ ) for the first four (4) 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.

29.09

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

**ARTICLE 30  
VEHICLE ALLOWANCE**

**30.01**

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 kilometerage in accordance with the Victoria Airport Authority travel rates in effect at the time of travel.

**ARTICLE 31  
STANDBY**

**31.01**

Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of fifteen dollars (\$15.00) for each eight (8) consecutive hours or portion thereof that he or she is on standby.

**31.02**

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 endeavour to provide for the equitable distribution of standby duties. Subject to operating and weather conditions, the Employer will endeavour to provide as much advance notice of standby as practicable.

**31.03**

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

**31.04**

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

**ARTICLE 32  
SHIFT PREMIUMS**

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

### 32.01 Shift Premium

An employee working on shifts shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked, or portion thereof, including contiguous overtime, between 6:00 pm and 7:00 am.

### 32.02 Weekend Premium

An employee working on shifts shall receive an additional premium of one dollar (\$1.00) per hour for all hours or portion thereof worked on a Saturday and/or Sunday.

## ARTICLE 33 INSURANCE PLANS

### 33.01

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

BENEFIT	% OF PREMIUM PAID BY EMPLOYER	% OF PREMIUM PAID BY EMPLOYEE
Medical Services Plan	50%	50%
Extended Health Care	80%	20%
Dental	100%	0%
Basic Coverage	63%	37%
Optional Coverage	0%	100%
Basic	100%	0%
Optional	0%	100%
Long Term Disability Insurance	100%	0%
Dependent Life Insurance	0%	100%
Dependent Accidental Death & Dismemberment	0%	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.

#### **ARTICLE 34 PENSION PLAN**

##### **34.01**

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.

##### **34.02**

The Employer will make additional pension contributions for eligible employees pursuant to the Special Agreement (and any subsequent amendments) between the Provincial Superannuation Commission and the Victoria Airport Authority. A copy of the Special Agreement (and any subsequent amendments), which was agreed to prior to the transfer of the airport to the Victoria Airport Authority, will be provided to the Union.

#### **ARTICLE 35 TECHNOLOGICAL CHANGE**

##### **35.01**

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 endeavour to show self-reliance and the employer will endeavour to give as much notice as possible of upcoming technological change.

##### **35.02**

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.

35.03

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 or solutions to the problems or implications arising from technological change.

35.04

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 36 PROFESSIONAL MEMBERSHIP FEES**

36.01

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 37 JOINT CONSULTATION**

37.01

The parties acknowledge the mutual benefits to be derived from joint consultation and agree to establish a Union-Management Joint Consultation Committee (UMC) to provide joint consultation on matters of common interest.

37.02

UMC meetings will be held when required, with no less than two (2) meetings a year, at the call of either the General Manager/CEO or the President of the Local.

37.03

No UMC meeting will be official unless at least two (2) members from both sides are able to attend the meeting, including the General Manager/CEO and the President of the Local, or their designated representatives.

37.04

The UMC will have no authority to amend or alter the Collective Agreement.

37.05

The parties agree that guidelines for joint consultation will be developed by UMC within six (6) months of ratification of the collective agreement, and such guidelines shall be subject to amendment by mutual consent only.

37.06

The parties agree to review the status of all work that is being contracted out. The Employer agrees that it will notify the Union whenever it is considering any change in the status of contracting out.

### **ARTICLE 38 BARGAINING UNIT WORK**

38.01

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

38.02

During the term of this Collective Agreement the Employer will not lay off nor reduce the hours of work of any Union member due to the contracting out of his or her work.

### **ARTICLE 39 APPRENTICESHIP**

39.01

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 95% of the apprentice's base salary and will ensure no loss of benefits (including health and pension) while attending school.

39.02

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

39.03

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

**ARTICLE 40  
PARKING**

40.01

The Employer agrees to provide parking at no cost to the Victoria Airport Authority employees working at the Victoria International Airport.

**ARTICLE 41  
CLASSIFICATION REVIEW PROCESS**

41.01

The Employer shall be responsible for classifying any new positions or reclassifying existing positions. All classification decisions shall be objective, unbiased and reasonable.

41.02

The decisions regarding any new classification or reclassification shall be reviewed by the UMC.

41.03

Should the UMC be unable to reach agreement on the new classification or reclassification, the UMC shall establish a Special Classification Committee to review each new classification or reclassification on a case by case basis.

41.04

The members of this Classification Committee shall be able to utilize expert advice available to either party at no cost to the opposite party in its review of the matter and shall report its findings to the UMC within one (1) month of being appointed.

41.05

Should the UMC be unable to reach a decision on the matter after receiving the Classification Committee's report, the matter may be dealt with through the grievance procedure, commencing at Stage 2.

## **ARTICLE 42 RECERTIFICATION AND PHYSICAL FITNESS STANDARD**

42.01

The Employer agrees, in consultation with the Union, to develop and implement a reasonable recertification and physical fitness standard for firefighters, including frequency of testing. Employees will be given reasonable opportunity to meet the standard.

42.02

Operating conditions permitting, the Employer shall schedule employees for exercise one (1) hour per shift on physical fitness apparatus or facilities provided by the Employer. The Union shall be consulted with respect to selection of such apparatus or facilities. Unavailability of exercise time shall not constitute justification for failure to meet the physical fitness standards. An employee who fails to meet the standard will be afforded a re-test within thirty (30) days. Should the employee fail the re-test, he/she will be given a third and final opportunity to meet the standard at any time within the next sixty (60) days.

Recertification testing shall be designed in blocks of related material and any re-testing shall be restricted to those blocks of material where the employee has failed to meet the standard. An employee who fails to meet the standard will be afforded thirty (30) days of remedial training and then re-tested. Should the employee fail the re-test, he/she will be given a third and final opportunity to meet the standard at any time within the next sixty (60) days.

42.03

Should the standards of a re-test not be met and for the twelve (12) month period following the date of the initial test, the employee:

- (a) shall be eligible for assignment, without posting, to any vacant position in the bargaining unit for which the employee is qualified or could qualify within a training period not to exceed three (3) months. An employee in the bargaining unit shall have the right to appeal the appointment in which event the position will be posted.

- (b) may, at any time during this period, elect that his or her employment be terminated.

42.04

In the event the employee has not obtained alternate employment with the Employer after the expiration of the twelve (12) month period, nor elected the options in 42.03 above, he or she shall be paid severance pay and his or her employment shall be terminated.

42.05

The time frames required for re-testing shall not effect the scheduling of any subsequent, annual or otherwise, recertification and/or physical fitness test.

**ARTICLE 43  
STATEMENT OF DUTIES**

Within two (2) weeks of receiving an Employee's written request, the Employer shall provide the Employee with a current statement containing the duties and responsibilities assigned to the position they occupy.

**ARTICLE 44  
LONG SERVICE RECOGNITION**

In recognition of the contributions made by long service employees of the Victoria Airport Authority, the Employer shall pay the following additional salary as a lump sum payment on the first pay cheque in each year during the term of this agreement, commencing January 1, 2006:

<b># of years of completed continuous service as of January 1<sup>st</sup> of each year</b>	<b>Lump Sum Amount</b>
5 - 10 years	\$250.00
10 - 15 years	\$500.00
15 - 20 years	\$750.00
20 years or over	\$1,000.00

**ARTICLE 45  
AGREEMENT REOPENER**

45.01

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

**ARTICLE 46  
DURATION**

46.01

The provisions of this Collective Agreement will become effective May 5, 2005, unless otherwise specified in this agreement, and the provisions of this Collective Agreement will expire on March 31, 2009.

Collective Agreement reached April 15, 2005, between the Victoria Airport Authority and the Public Service Alliance of Canada, Local 20209.

\_\_\_\_\_  
Richard Paquette

\_\_\_\_\_  
Patty Ducharme

\_\_\_\_\_  
Danita Ouellette

\_\_\_\_\_  
Jim Brohman

\_\_\_\_\_  
Vincent Miller

\_\_\_\_\_  
Stephen Dunsmore

\_\_\_\_\_  
George Fuller

\_\_\_\_\_  
Steve Donaldson

\_\_\_\_\_  
Bob Nalleweg

\_\_\_\_\_  
Sharon Johnston

\_\_\_\_\_  
Anita Kardos



**LETTER OF UNDERSTANDING # 1  
FIREFIGHTER MAINTENANCE SUPPORT ROLE**

**Between**

**VICTORIA AIRPORT AUTHORITY**

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA**

**Through discussion, the parties agree that:**

Firefighter duties will be expanded into appropriate maintenance tasks.

A separate job classification is not required.

Task selection will, whenever possible, target those areas now being performed by outside contractor.

Due concern will be given to the type of task assigned and the hours of work committed to these tasks as well as maintaining the emergency response capabilities required by federal regulation.

The Employer is prepared, on the successful introduction of this initiative, to implement a system of compensation providing a premium of 5% of the fire fighter base salary, applied to periods of assigned, qualifying work, in excess of one (1) hour. The initiative will be implemented subject to producing sufficient efficiencies to cover costs. Prior to implementation the parties will jointly develop and agree on the duties which will qualify for payment of these premiums.

**LETTER OF UNDERSTANDING # 2  
VICTORIA AIRPORT AUTHORITY SOCIAL DEVELOPMENT FUND**

**Between**

**VICTORIA AIRPORT AUTHORITY**

**And**

**PUBLIC SERVICE ALLIANCE OF CANADA**

The parties agree to the principle of the establishment of the Victoria Airport Authority Social Development Fund to which the Employer and Local 20209 shall contribute one cent (\$0.01) per actual hour worked, not including overtime or premiums.

The parties will work jointly on the terms of reference for the joint administration of the fund.

May 5, 2004

LETTER OF UNDERSTANDING # 3  
FIREFIGHTER 19 HOUR SHIFTS

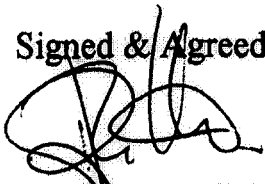
**Letter of Understanding between PSAC and Victoria Airport Authority**

RE: 19 hour shifts in Firehall

- The parties agree to a 19-hour **shift for firefighters** on a **trial basis** commencing **June 25, 2004** and ending **June 24, 2005**.
- Early cancellation of the trial period by either party will require **sixty days written notice**
- This shift arrangement may be **further** extended by agreement between **both** parties.
- This shift arrangement **will** not result in increased **costs** to the employer.
- A shift schedule covering the period **June 1, 2004 to December 31, 2004** will be posted by **May 15, 2004**. Shift schedules for subsequent years (**assuming** the trial period is extended) will be posted **30 days** prior to the beginning of the year and will cover the entire year.
- At least two members of each three-person crew will be **scheduled to be on shift at all times**.
- As the hours of work do not change on the 19-hour shift schedule, **Shift and Weekend Premiums do not apply**.
- This shift arrangement must be reviewed and approved by HRDC to ensure **continued compliance** with the **Canada Labour Code**.

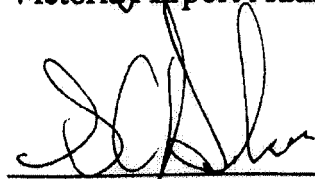
Signed & Agreed to by:

Date:



Richard Paquette, President and CEO  
Victoria Airport Authority

June 14 2004



Steve Donaldson, Union President  
PSAC/UCTE Local #209

JUNE 14 /04

By Permission  
A. WADUSK

APPENDIX A

BASE HOURLY RATES

Effective Date	PAY LEVEL 1	PAY LEVEL 2	PAY LEVEL 3	PAY LEVEL 4	PAY LEVEL 5	PAY LEVEL 6
April 1, 2005	\$ 17.51	\$ 19.57	\$ 22.15	\$ 24.46	\$ 27.30	\$ 29.61
April 1, 2006	\$ 18.04	\$ 20.16	\$ 22.81	\$ 25.19	\$ 28.12	\$ 30.50
April 1, 2007	\$ 18.58	\$ 20.76	\$ 23.49	\$ 25.95	\$ 28.95	\$ 31.42
April 1, 2008	\$ 19.14	\$ 21.38	\$ 24.19	\$ 26.73	\$ 29.83	\$ 32.36
	Operator 1	Operator 2 Clerk 1	Operator 3 Clerk 2 Mechanic 1 Firefighter 1	Operator 1 Clerk 3 Mechanic 2 Firefighter 2 Electrician 1	Operator 2 Electrician 2	Operator 3
		Maintenance Craftsperson = Operator 3 + 10% Skill Premium	FieldSupervisor=Officer1 +10% LeadershipPremium + 5% Business Premium CrewCaptain=Firefighter2 +10% LeadershipPremium + 5% Business Premium Mechanic=Mechanic 2 + 10% Skill Premium	Electrical Supervisor = Electrician 2 +10% Leadership Premium +5% Business Premium		

**APPENDIX "A"**  
**RATES of PAY**  
**1 April, 2005 to 31 March, 2009**

POSITION TITLE	GROUP & LEVEL	Leadership Premium 10%	Business Premium 5%	Skill Premium 10%	1 April, 2005	1 April, 2006	1 April, 2007	1 April, 2008
Finance Assistant	CLERK 2				\$22.15	\$22.81	\$23.49	\$24.19
Revenue Administrator	CLERK 3				\$24.46	\$25.19	\$25.95	\$26.73
Maintenance Administration Assistant	CLERK 2				\$22.15	\$22.81	\$23.49	\$24.19
Field Supervisor	OFFICER 1	✗	✗		\$28.13	\$28.97	\$29.80	\$30.74
Equipment Operator	OPERATOR 3				\$22.15	\$22.81	\$23.49	\$24.19
Maintenance Craftsperson	OPERATOR 3			✗	\$24.37	\$25.09	\$25.84	\$26.61
Labourer/Equipment Operator	OPERATOR 2				\$19.57	\$20.16	\$20.76	\$21.38
Mechanic	MECHANIC 2			✗	\$26.91	\$27.71	\$28.55	\$29.40
Electrical Supervisor	ELECTRICIAN 2		✗		\$31.40	\$32.34	\$33.30	\$34.30
Electrician	ELECTRICIAN 2				\$27.30	\$28.42	\$29.58	\$30.83
Crew Captain	FIREFIGHTER 2		✗		\$28.13	\$28.97	\$29.84	\$30.74
Firefighter	FIREFIGHTER 2				\$24.46	\$25.19	\$25.95	\$26.73
Technical Support Officer	OFFICER 3				\$29.61	\$30.50	\$31.42	\$32.36
Lease Management Officer	OFFICER 3				\$29.61	\$30.50	\$31.42	\$32.36
Terminal Operations Officer	OFFICER 2				\$27.30	\$28.12	\$28.96	\$29.83
Data Technician	OFFICER 2				\$27.30	\$28.12	\$28.96	\$29.83

Hourly Rates for existing positions as of 15 April, 2005

APPENDIX "B"

LEVEL OF BENEFITS

BENEFIT	EMPLOYEE STATUS							STUDENTS
	PERMANENT		TEMPORARY			> 6 months		
	Full-time	Part-time	0-3 months	>3 to 6 months				
Union Dues (See Note 1)	✓	✓	✓	✓	✓	✓	x	
BC Medical	✓	✓	x	x	✓	✓	x	
Extended Health Care	✓	✓ Note 3	x	x	✓	✓	x	
Dental	✓	✓ Note 3	x	x	✓	✓	x	
Life Insurance	✓	✓ Note 3	x	x	✓	✓	x	
Accidental Death & Dismemberment	✓	✓ Note 3	x	x	✓	✓	x	
Long Term Disability Insurance	✓	✓ Note 3	x	x	✓	✓	x	
Pension Plan	✓	✓	x	x	After 1 year	x	x	
Special Pension Agreement	✓ Note 2	x	x	x	x	x	x	
Sick Leave	Article 13	Article 13 Note 4	x	Article 13	Article 13	Article 13	x	
Vacation Leave	Article 14	Article 14 Note 4	4%	✓	Article 14	Article 14	4%	
Other Leave With or Without Pay	Article 15	Article 15 Note 4	x	x	Article 15	Article 15	x	
Statutory Holidays	Article 11	Article 11 Note 4	Article 11	Article 11	Article 11	Article 11	Article 11	

Notes:

1. Union dues are payable from the first full month of employment.
2. Applicable only to eligible employees who transferred to the Employer April 1, 1997.
3. Employee's must work 30 hours/week to be eligible for these benefits.
4. The level of leave benefits shall be pro-rated on the basis of hours actually worked in accordance with the employee's appointment.