

# Collective Agreement

between

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**Public Service Alliance of Canada**  
Union of Canadian Transportation Employees, Local 20212

and

**Prince George Airport Authority**

**Effective From: April 1, 2009**  
**To: March 31, 2013**

**Public Service Alliance of Canada**  
233 Gilmour Street,  
Ottawa ON K2P 0P1

**Prince George Airport Authority**  
4141 Airport Road - 10,  
Prince George, BC V2N 4M6

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# Table of Contents

Article 1	PURPOSE.....	1
Article 2	DEFINITIONS .....	1
Article 3	MANAGEMENT RIGHTS.....	2
Article 4	RECOGNITION .....	2
Article 5	EMPLOYEE REPRESENTATIVES.....	2
Article 6	USE OF AUTHORITY FACILITIES .....	4
Article 7	CHECK-OFF.....	4
Article 8	INFORMATION .....	5
Article 9	STRIKE AND LOCKOUTS .....	5
Article 10	DISCRIMINATION.....	6
Article 11	DESIGNATED PAID HOLIDAYS.....	6
Article 12	LEAVE - GENERAL.....	9
Article 13	PAID PERSONAL LEAVE BANK AND SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN.....	9
Article 14	VACATION LEAVE.....	10
Article 15	BEREAVEMENT LEAVE WITH PAY.....	12
Article 16	OTHER TYPES OF LEAVE.....	12
Article 17	NO LAYOFF.....	15
Article 18	SEVERANCE PAY .....	15
Article 19	BREAK IN SERVICE AND EMPLOYMENT (LOSS OF SERVICE).....	17
Article 20	PAY ADMINISTRATION .....	17
Article 21	TRAINING AND TRAVEL.....	18
Article 22	DISCIPLINE AND DISCHARGE.....	19
Article 23	EMPLOYEE PERFORMANCE REVIEW.....	20
Article 24	HEALTH AND SAFETY.....	21
Article 25	POSTING (STAFFING PROCEDURE).....	21
Article 26	GRIEVANCE PROCEDURE.....	24
Article 27	PROBATION PROCEDURE.....	26
Article 28	HOURS OF WORK.....	26
Article 29	OVERTIME .....	29
Article 30	VEHICLE ALLOWANCE AND PARKING .....	30
Article 31	CALL-BACK.....	31
Article 32	STANDBY.....	31
Article 33	GROUP INSURANCE PLANS.....	31
Article 34	PENSION PLANS.....	31
Article 35	TECHNOLOGICAL CHANGE.....	32
Article 36	PROFESSIONAL MEMBERSHIP FEES .....	32
Article 37	JOINT CONSULTATION .....	32
Article 38	BARGAINING UNIT WORK.....	33
Article 39	CLASSIFICATION.....	33
Article 40	RECERTIFICATION AND PHYSICAL FITNESS STANDARD.....	34
Article 41	EMPLOYEE STATUS.....	35
Article 42	CLOTHING ISSUE .....	35
Article 43	SOCIAL JUSTICE FUND .....	36
Article 44	AGREEMENT REOPENER.....	37
Article 45	DURATION.....	37
Appendix A	Rates of Pay.....	39
MOU	Self-Funded Leave.....	40
MOU	Joint Policy Development Concerning Sexual and Personal Harassment Policy.....	41

MOU	Hiring Preference.....	42
MOU	Canadian Airports Council - Health and Benefits Committee.....	43
MOU	Committee Effective Workshop.....	44

**Article 1**  
**PURPOSE**

- 1.01 The purpose of this Collective Agreement is to establish terms and conditions of employment and to provide a mechanism for the prompt resolution of disputes as to its interpretation or application.

**Article 2**  
**DEFINITIONS**

- 2.01 For the purpose of this Agreement:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Authority" means the Prince George Airport Authority;
  - (c) "Bargaining Unit" means all employees of the Authority described in the certificate issued by the Canada Industrial Relations Board;
  - (d) "Continuous Service" means:
    - (i) the length of continuous employment with the Authority for employees hired subsequent to March 31, 2003,
    - (ii) length of continuous employment with the Authority and the Federal Government, for former Transport Canada employees who became employees of the Authority on March 31, 2003,
    - (iii) 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;
  - (e) "Day of Rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;
  - (f) "Employee" means a member of the Bargaining Unit;
  - (g) "Holiday" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;
  - (h) "Leave of Absence" means absence from duty with the Authority's permission;
  - (i) "Membership Dues" means the fees established pursuant to the By-Laws of the Public Service Alliance of Canada as the fees payable by the members of the Bargaining Unit;

- (j) "Overtime" means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work;
- (k) "PSAC" mean the Public Service Alliance of Canada;
- (l) "Representative" means an individual who is authorized to represent the Union;
- (m) "Union" means the Public Service Alliance of Canada as represented by its agent the Union of Canadian Transportation Employees;
- (n) "UCTE" means the Union of Canadian Transportation Employees;
- (o) "Week" for the purposes of this Agreement shall be deemed to commence at 00:01 hours on Monday and terminate at midnight on the following Sunday.

2.02 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies.

### **Article 3** **MANAGEMENT RIGHTS**

3.01 Except to the extent provided herein, the management and direction of employees shall be vested in the Authority and shall be exercised in conformity with the provisions of this Agreement in good faith.

### **Article 4** **RECOGNITION**

4.01 The Authority recognizes the PSAC as the exclusive bargaining agent for all employees of the Authority described in the certificate issued by the Canada Industrial Relations Board.

### **Article 5** **EMPLOYEE REPRESENTATIVES**

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

5.02 A representative shall obtain the permission of the Authority before leaving the work area to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and/or to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor before resuming

normal duties. Immediately upon entering a department, the representative shall advise the department supervisor that the purpose of the visit is union business.

- 5.03 (a) The Authority will grant leave with pay for three (3) days to two (2) employees during regular working hours for purposes of preparing for contract negotiations.
- (b) (i) The Authority will grant leave with pay to one employee during regular working hours for purposes of attending contract negotiation meetings on behalf of the PSAC until either party applies for conciliation.
- (ii) The Authority will grant leave without pay to one additional employee and may grant leave without pay to a second additional employee during regular working hours for purposes of attending contract negotiation meetings on behalf of the PSAC. The second employee's leave **will** be subject to operational requirements.
- 5.04 Subject to operational requirements, the Authority will grant leave with pay to designated Union representatives who are meeting with the Authority on behalf of PSAC at scheduled Union Management meetings during such representatives' normally scheduled working hours.
- 5.05 Subject to operational requirements and with reasonable notice, the Authority shall grant leave without pay to a reasonable number of employees to undertake work of PSAC, 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 Authority will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the PSAC or the UCTE within one month after notice is given to the Authority of such election or appointment. The duration of such leave shall be for the period the employee holds such office.
- (b) An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.
- 5.07 The Authority 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 practicable, shall arrange the orientation meeting when a Union representative is available to attend.
- 5.08 An employee granted leave without pay under this Article shall continue to receive his/her pay for the period of leave without pay granted, subject to the PSAC reimbursing the Authority for all associated employment costs.

**Article 6**  
**USE OF AUTHORITY FACILITIES**

6.01 At least two bulletin boards in convenient locations will be made available to the PSAC for the postings of official PSAC notices. The PSAC shall endeavour to avoid requests for posting of notices which the Authority, 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 Authority, 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 Authority's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Authority. Permission to enter the premises shall in each case be obtained from the Authority. Such permission shall not be unreasonably withheld.

6.03 The Authority shall provide Employee Representatives of the UCTE/PSAC with reasonable access to office equipment (including, but not limited to, a photocopier, telephone, facsimile machine, Electronic Communications System – email), space for and a locking filing cabinet and use of the Authority premises for general membership meetings of the bargaining unit at no cost to the Union.

**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 Authority 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 Authority shall not be obligated to make such deduction from subsequent salary.

7.03 The PSAC shall inform the Authority in writing of the authorized monthly deduction to be checked off for each employee.

7.04 No prospective bargaining agent other than the PSAC shall be permitted to have membership dues and/or other monies deducted by the Authority 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 PSAC by cheque within one month after deductions are made or by

the 15<sup>th</sup> of the following month in the event that electronic transfer of funds can be arranged by the parties and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 7.06 Subject to applicable legislation, the Authority agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 7.07 The PSAC agrees to indemnify and save the Authority 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 Authority limited to the amount actually involved in the error.
- 7.08 For the purpose of applying clause 7.02, deductions from pay for each employee in respect of each calendar month will start with the first month of employment to the extent that earnings are available.

## **Article 8** **INFORMATION**

- 8.01 The Authority 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 Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for his or her examination in the presence of an authorized representative of the Authority.
- 8.03 The Authority agrees to supply each employee with a copy of the Collective Agreement within one (1) month after it is signed by the parties. The Authority may print the Collective Agreement in-house.
- 8.04 The Authority agrees to provide the President of the UCTE/PSAC Local with a copy of the Authority organizational chart and copies of any human resources policies that may be established, including amendments to such policies. Such information shall not be included in, nor form part of, the collective agreement.

## **Article 9** **STRIKE AND LOCKOUTS**

- 9.01 There shall be no strikes or lockouts (as defined in the *Canada Labour Code* and accompanying regulations) during the life of this Agreement.
- 9.02 Where an employee expresses concern for safety, the Authority will ensure safe access to work during picketing involving other employees / employers on Authority premises.



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

## **Article 10** **DISCRIMINATION**

### Discrimination

- 10.01 (a) There shall be no discrimination, interference, restriction, coercion, sexual harassment, intimidation, or any disciplinary action exercised or practiced with respect to any person employed by the Authority, the PSAC or the members of the bargaining unit by reason of age, race, creed, colour, gender identity or expression, 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 or activity in the Union.
- (b) The provisions of this Agreement shall be interpreted and applied in a manner consistent with applicable human rights legislation.

### Human Rights Complaint

- 10.02 Where an employee files a complaint alleging discrimination or sexual harassment with the Canadian Human Rights Commission, the same subject matter shall not thereafter be subject to the outcome of Memorandum of Understanding titled "Joint Policy Development Concerning Sexual and Personal Harassment Policy" or the grievance and arbitration procedures set out in this Agreement unless the Human Rights Commission determines that the complaint should be determined pursuant to the provisions of the collective agreement.
- 10.03 Grievances under this Article will be handled with all reasonable discretion, respect for privacy and dispatch by the PSAC and the Authority. Any level in the grievance procedure may be waived if a person hearing the grievance is the subject of the complaint.

## **Article 11** **DESIGNATED PAID HOLIDAYS**

- 11.01 Subject to clause 11.02, the following days shall be designated paid holidays for employees.
- (a) New Year's Day,
- (b) Good Friday,

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

11.02 An employee absent without pay 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 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.

Shifted Holiday

11.04 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. This shall be deemed a shifted holiday.

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

11.05 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 11.04, work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest.

11.06 An employee who works on a shifted holiday shall be paid:

- (a) at one and one-half (1 1/2) times the straight-time rate of pay 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 Authority, 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 (1½) times the straight-time rate of pay for all hours worked.

11.07 An employee who works on an actual holiday designated under clause 11.01 shall be paid:

- (a) at one and one-half (1½) times the straight-time rate of pay for all hours worked on the actual holiday, 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 Authority, 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 (1½) times the straight-time rate of pay for all hours worked on the actual holiday.

11.08 (a) Subject to operational requirements and adequate advance notice, the Authority shall grant lieu days at such times as the employee may request.

(b) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or, with the Authority's consent, 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.

(c) The straight-time rate of pay referred to in clause 11.08(b) shall be the rate in effect when the days are earned.

11.09 Where operational requirements permit, the Authority shall not schedule an employee to work both December 25<sup>th</sup> and January 1<sup>st</sup> in the same holiday season.

**Article 12**  
**LEAVE - GENERAL**

- 12.01 Twice in each calendar year, upon request in writing, an employee is entitled to be advised of the balance of his/her paid leave entitlement.
- 12.02 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.
- 12.03 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension, except in the absolute discretion of the Authority and with the consent of the PSAC.
- 12.04 In the event of termination of employment for reasons other than death or layoff, the Authority shall recover from any monies otherwise owed to 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**  
**PAID PERSONAL LEAVE BANK AND SUPPLEMENTARY**  
**UNEMPLOYMENT BENEFIT PLAN**

- 13.01 In each calendar year, an employee's PPL bank shall be credited with an amount equal to sixteen (16) days basic compensation on January 1st.
- 13.02 An employee may, subject to operational requirements, schedule six discretionary days leave without pay for any reason. The employee shall be entitled to direct the Authority to pay out up to one day's base compensation from his or her PPL bank for each day of such leave. In the event that an employee resigns or is terminated for cause during the year, amounts drawn from the bank in excess of one day's pay for each completed two months of employment in the year shall be repaid to the Authority and may be withheld from the employee's final pay cheque.
- 13.03 An employee may direct the Authority to pay out from the PPL bank up to one day's base compensation for each day of non-occupational accident or sickness during which an employee is not eligible for sickness benefits pursuant to the *Employment Insurance Act*, or such amount as will ensure that the employee receives up to a full day's compensation for each day of absence. Such compensation shall be treated as a supplementary unemployment benefit, pursuant to the *Employment Insurance Act*.
- 13.04 Long term disability benefits are not payable for the period during which an employee is eligible for sickness benefits pursuant to the *Employment Insurance Act*, except as may otherwise be permitted pursuant to the provisions of the LTD policy.

- 13.05 The Authority shall establish a Supplementary Unemployment Benefit Plan pursuant to the *Employment Insurance Act*. An employee shall be entitled to top **up** sickness benefits from his or her PPL Bank to the maximum prescribed in the Plan.
- 13.06 Within two pay periods after the end of the calendar year, the Authority shall pay out 50% of an employee's PPL bank to a maximum total payout of six (6) days' pay. There shall be no carry over or banking of the PPL bank from year to year.
- 13.07 An employee who had sick leave credits pursuant to the sick leave plan of the previous employer shall be entitled to credit his or her PPL bank by an amount equal to one day's pay for each day of absence caused by a non-occupational accident or sickness during which an employee is not eligible for sickness benefits pursuant to the *Employment Insurance Act* until the amount of the accumulated sick leave credits have been exhausted. The employee shall also be able to credit his or her PPL bank to top up Employment Insurance benefits to the maximum prescribed in the Supplementary Unemployment Benefit Plan.

## **Article 14**

### **VACATION LEAVE**

#### Vacation Year

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

#### Vacation Entitlement

- 14.02 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.

#### Credits

- 14.03 An employee shall earn vacation leave credits for each calendar month during which the employee receives pay for at least ten (10) days at the following rates:
- (a) one and one-quarter ( $1\frac{1}{4}$ ) days until the month in which the anniversary of the employee's eighth (8th) year of continuous service occurs;
  - (b) one and two-thirds ( $1\frac{2}{3}$ ) days commencing with the month in which the employee's eighth (8th) anniversary of continuous service occurs;
  - (c) two and one-twelfth ( $2\frac{1}{12}$ ) days commencing with the month in which the employee's sixteenth (16th) anniversary of continuous service occurs;
  - (d) two and one-half ( $2\frac{1}{2}$ ) days commencing with the month in which the employee's twenty-fourth (24th) anniversary of continuous service occurs.

### Scheduling

- 14.04 (a) Employees are expected to take all their vacation leave during the vacation year in which it is earned.
- (b) Employees shall request vacation by March 1st in each vacation year. The Authority shall schedule such vacation leave requests by March 15th. Subject to operational requirements, each employee's request for vacation shall be granted. In the event of a scheduling conflict between or among employees for requested dates, the Authority shall discuss the scheduling conflict with the affected employees. Unresolved conflicts shall be resolved on the basis of seniority.
- (c) The Authority shall approve or deny ad hoc requests for vacation leave within a reasonable period.
- (d) Approved vacation leave shall not be cancelled by the Authority without the consent of the employee. Such consent may be withheld in the absolute discretion of the employee.

### Displacement of Vacation Leave

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

- (a) is granted bereavement leave, or
- (b) is granted sick leave on production of a medical certificate,

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

### Carry Over Provisions

14.06 Employees are allowed to carry over a maximum of *six* (6) weeks of vacation leave credits from one vacation year to the next. Any excess vacation leave credits over six (6) weeks at December 31st will be scheduled by the Authority. If the Authority does not schedule the excess vacation leave credits then the excess vacation leave credits shall be liquidated in cash in the month of January.

### Payment out of Accumulated Leave upon Death

14.07 When an employee dies 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.

**Article 15**  
**BEREAVEMENT LEAVE WITH PAY**

- 15.01 For the purpose of this Article, 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, grandparent, grandchild, father-in-law, mother-in-law, and any relative (whether or not expressly referred to in this Article) permanently residing in the employee's household or with whom the employee permanently resides.
- (a) 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. During such period the employee shall be paid for those days/shifts which are not regularly scheduled days of rest for the employee. The employee may, at the Authority's discretion, be granted up to three (3) days travel leave with pay to attend the funeral where distances so warrant.
  - (b) 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.
  - (c) An employee is entitled to one (1) day/shift bereavement leave for the purpose related to the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law.
  - (d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under this clause, the employee shall be granted bereavement leave with pay and his or her compensatory leave credits or vacation leave credits shall be restored to the extent of any current bereavement leave with pay granted.
  - (e) 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 Authority may at its discretion, after considering the particular circumstances involved, grant leave greater than the amounts provided under this clause.

**Article 16**  
**OTHER TYPES OF LEAVE**

Parental Leave

- 16.01 The provisions of the *Canada Labour Code* shall apply.

Maternity Leave without Pay

- 16.02 (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 16.04.
- (ii) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to **work** during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.
- (iii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
- (iv) A pregnant employee may be eligible for sick leave benefits under Article 13, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.
- (b) An employee shall inform the Authority in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c) (i) After completion of *six* (6) months' continuous employment, an employee who agrees, in writing, to return to work on the date of the expiry of her maternity leave for a period of at least *six* (6) months (including periods of approved leave other than Care & Nurturing leave) and who qualifies for Unemployment Insurance benefits shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that she is indebted to the Authority for the ~~full~~ amount received as maternity leave allowance.
- (d) Maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving unemployment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for



each week of the two-week waiting period less any other monies earned during this period; and/or

- (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the EI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI benefits to which the employee would otherwise have been eligible.
- (iii) where an employee becomes eligible for a pay increment or an economic adjustment during the benefit period, payments under clause 16.02(d)(i) or 16.02(d)(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.

#### Paternity Leave and Adoption Leave without Pay

- 16.03 An employee who intends to request paternity or an employee who intends to request adoption leave, shall notify the Authority at least fifteen (15) weeks in advance of the expected date of birth or as soon as the application for adoption has been approved, and shall request such leave four (4) weeks prior to the date of commencement unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.
- 16.04 Unpaid paternity leave and maternity leave utilized by an employee-couple subsequent to the birth of their child, or unpaid adoption leave utilized by an employee-couple in conjunction with the adoption of a child, shall not exceed a total of fifty-two (52) weeks for both employees combined.
- 16.05 Maternity leave, paternity leave and adoption leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement.
- 16.06 During any period of maternity, paternity, or adoption leave the Authority shall continue to pay its applicable share of all pension, benefit, and insurance plan premiums.
- 16.07 When the employee returns to work from any period of maternity, paternity, or adoption leave under this Article, the Authority will return the employee to the same position at the same classification and level which the employee held prior to the

leave provided the position exists. But in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.

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

#### Injury-on-Duty Leave

- 16.09 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Authority where it is determined by the Workers' Compensation Board that he/she is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's wilful misconduct; or
- (b) sickness resulting from the nature of his/her employment

if the employee agrees to pay the Authority any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

#### Court Leave

- 16.10 The Authority 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 witness.

### **Article 17** **NO LAYOFF**

- 17.01 There shall be no layoff of any regular full-time employee, who has completed probation, during the life of this Agreement.

### **Article 18** **SEVERANCE PAY**

- 18.01 Under the following circumstances and subject to clause 18.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which

he/she is entitled for his/her classification on the date of his/her termination of employment.

#### Resignation

- (a) On resignation, subject to paragraph 18.01(b) and with ten (10) or more years of continuous employment, one-half ( $\frac{1}{2}$ ) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

#### Retirement

- (b) After age sixty (60) or after thirty (30) years of continuous service, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

#### Death

- (c) If an employee dies, there shall be paid to the employee's estate a severance payment, comprising one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of payment in respect of the employee's complete period of continuous employment divided by three hundred and sixty-five (365) to a maximum of thirty (30) week's pay, regardless of any other benefit payable.

#### Termination for Cause for Reasons of Incapacity or Incompetence

- (d)
  - (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reasons of termination for cause for reasons of incapacity, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
  - (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight weeks.

18.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay. Under no circumstances shall the maximum severance pay provided under clause 18.01 be pyramided.

**Article 19**  
**BREAK IN SERVICE AND EMPLOYMENT (LOSS OF SERVICE)**

- 19.01 Service and employment will be terminated when an employee:
- (a) resigns or retires;
  - (b) is discharged for just cause;
  - (c) abandons his or her position by failing to report for duty for five (5) consecutive working days unless the employee provides a satisfactory explanation for the absence.

**Article 20**  
**PAY ADMINISTRATION**

- 20.01 Employees shall be paid on a biweekly basis as prescribed in Appendix "A" to which he or she is entitled. 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.
- 20.02
- (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 be "green circled" and shall receive incremental rate increases and 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 be "red circled" until the rate of pay for the lower rated position reaches his/her current rate of pay.
  - (c) An employee who is demoted for disciplinary reasons shall receive the lesser of his or her current rate of pay or the current rate of pay for the new position.
  - (d) An employee who is demoted for reasons other than discipline, incapacity or as a consequence of the Authority's duty to accommodate shall be red-circled until the rate of pay for the lower rated position reaches his/her current rate of pay.
- 20.03 Clause 20.02 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.

- 20.04 (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. He or she shall receive the lesser of his or her current salary and the maximum incremental rate for the new position. The person shall be obliged to apply for any bargaining unit position pursuant to the staffing procedure on the same basis as any bargaining unit employee.
- (b) The Authority 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 Authority 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.
- 20.05 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.
- 20.06 In the event of termination of employment for reasons other than death or lay-off or disability, the Authority shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.
- 20.07 When an Employee is required by the Authority 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.

## **Article 21**

### **TRAINING AND TRAVEL**

- 21.01 (a)
- i) No employee who attends training required by the Authority, at locations outside of Prince George (e.g. Vancouver, Seattle etc.) will incur loss of his/her normal straight time wages for the period in attendance at such training.
- ii) Employees who attend training under this provision on their scheduled days off will be compensated at straight time rates and may request alternative days off in lieu.
- (b) Expenses for travel and accommodation will be paid / reimbursed by the Authority. Meals, incidentals and kilometric rates will be paid / reimbursed as per Treasury Board rates in effect at the time of travel.

- (c) In the event an employee must travel outside of his/her normal **work** schedule per 21.01 (a) he/she will be paid a lump sum equal to two (2) hours at their straight time hourly rate per round trip.
- (d) Employees who are scheduled for and participate in on-site or local (Prince George area) training, required by the Authority, in excess of the employee's normal hours shall be paid at the applicable overtime rate or as requested by the employee may be taken as equivalent time off. Time off granted under this provision is subject to operational requirements.
- 21.02 The Authority may authorize, at its discretion, time off for enhancement training.
- 21.03 The Authority agrees to reimburse employees all or part of the cost of tuition fees for those employees who successfully complete a course of study pre-approved by the Authority and provided by a recognized educational institution outside their normal hours of work. The Authority further agrees to provide the Employee time off with pay to write exams during their normal working hours.
- 21.04 The Authority will reimburse employees for reasonable expenses incurred traveling on Authority business.
- 21.05 An employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which the Authority agrees will enhance the employee's present role or provide a required service in the future.

## **Article 22**

### **DISCIPLINE AND DISCHARGE**

- 22.01 No employee shall be disciplined or discharged except for cause.
- 22.02 (a) Where the Authority conducts a meeting with an employee with the purpose of imposing discipline, the employee shall be advised that the meeting is disciplinary and the employee may request that a PSAC representative be present. All reasonable effort will be made to schedule the meeting at a time when a representative is available.
- (b) An employee is not entitled to have a PSAC representative present where a meeting is held for the purposes of investigation only and no decision has been made with respect to discipline.
- 22.03 When an employee is disciplined for just cause by way of written reprimand, demotion, suspension or dismissal, the Authority shall within a reasonable time provide the employee notice in writing as to the reason(s) for such action, and shall forward a copy of the notice to the local Union President of PSAC.

- 22.04 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee, shall be destroyed after two years have elapsed since the disciplinary act was taken, provided that no further related disciplinary action has been recorded during this period and subject to an agreement of the parties or a decision of an arbitrator to the contrary. The Authority reserves the right to remove the disciplinary record at anytime during this two year period.
- 22.05 An employee shall receive a copy of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within seven (7) days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action.
- 22.06 The Authority will initiate any disciplinary investigation within a reasonable time after the incident comes to the Authority's attention and shall advise the local President, or his or her designate, that such investigation has commenced.

## **Article 23**

### **EMPLOYEE PERFORMANCE REVIEW**

- 23.01 Job evaluations are non-disciplinary and are not subject to the grievance and arbitration procedure. Notwithstanding this provision, an Employee may grieve the contents of any evaluation that is relied upon by the Authority in whole or in part to deny the employee any posted job opportunity or to justify disciplinary or non-disciplinary demotion or termination of the employee from his or her position.

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

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

## **Article 24**

### **HEALTH AND SAFETY**

- 24.01 (a) The Authority 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 Authority and the PSAC 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 Authority, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Authority on safe practice regulations in addition to those prescribed in the *Canada Labour Code*.
- (c) The Authority and the PSAC 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 Authority 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 Authority shall endeavor to find alternate duties for the employee within or outside the bargaining unit after consultation with PSAC and in a manner consistent with the Collective Agreement.

## **Article 25**

### **POSTING (STAFFING PROCEDURE)**

- 25.01 Subject to Articles 25.02 and 25.07 the job posting provisions of this Article apply when the Authority decides to fill a vacancy within the bargaining unit in the following categories:
- (a) permanent positions;
- (b) temporary positions, where the specified term of position exceeds *six* (6) months; or
- (c) acting assignments where the specified term of assignment will be over three (3) months, unless the Authority chooses to equitably rotate the assignment among interested and qualified employees.
- 25.02 The Authority is not required to post a vacancy when:
- (a) the appointment is made to an existing employee:



- (i) whose eligibility has been predetermined under Article 25.07;
- (ii) to accommodate a disability;
- (iii) who has returned from a leave of absence and whose original job position no longer exists or is no longer vacant;
- (iv) as a lateral transfer within the same classification;

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 UCTE/PSAC 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) anticipated 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 profile, job description or enumeration of core competencies shall be made available to applicants upon request.

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

(b) In choosing between candidates whose overall skill, ability and qualifications are relatively equal, preference for appointment to a position shall be established in following priority:

- (i) permanent employees;
- (ii) temporary employees; and
- (iii) outside applicants.

- (c) When a choice must be made between internal candidates whose overall skill, ability and qualifications are relatively equal, 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 Authority when choosing between candidates will be made in good faith, and without discrimination.
- 25.07 (a) Within ten (10) working days after the selection of a candidate for a job position, the Authority 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) The Authority 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 Authority 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 Authority's 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 Authority. 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 Authority will not be final pending the arbitrator's award. However, the Authority may assign the work in the interim to the successful applicant.
- 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 A successful applicant shall complete a *six* (6) month probationary period. If the employee is determined to be unsuitable in the position, the employee shall be returned to his or her previous position.

## **Article 26**

# **GRIEVANCE PROCEDURE**

### Grievance Procedure

26.01 If a difference arises between:

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

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

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

26.02 The following procedure will be used for the resolution of differences referred to in clause 26.01.

#### Stage 1:

Prior to submitting a written grievance, and within ten (10) days of the matter giving rise to the difference, or within ten (10) days, of the employee becoming aware of the matter giving rise to the difference, the employee will first **try** and resolve the difference by speaking with the Authority's designate. The Authority's designate will respond verbally to the issue within ten (10) days of the meeting with the employee. In calculating the ten (10) day period referred to above only days during which the employee is actively at work shall be counted. Where an employee commences a leave period during the ten (10) day period, calculation of the time in which the employee has to file the grievance will be suspended. Upon return to work the employee shall have the balance of the ten (10) day period as calculated above in which to file the grievance. The Authority's designate will document grievances resolved at Stage 1, specifying the contract clause involved and the agreed upon remedy. A copy will be distributed to the Union.

#### Stage 2:

If the grievance is not settled to the employee's satisfaction at Stage 1, then, within ten (10) days after the expiry of time limits set out in Stage 1, the employee may submit a written grievance to the Authority's designate, including the redress

requested. Within ten (10) days of the receipt of the grievance, the Authority's designate shall give written response delivered confidentially only to the employee and the Union representative and Human Resources representative.

The Authority shall notify the employees of its designates by posting such notice on the Union bulletin board and by providing a copy to the UCTE Local President.

26.03 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.

26.04 The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in clauses 26.02 and 26.03 are not complied with, then the grievance **will** be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

If the Authority fails to meet a time limit, the Union, at its option, may either advance the grievance to the next stage or await the Authority's response in which case no time limit shall run against the Union until it has received the Authority's response.

26.05 A grievance initiated by the Authority or the Union, or a grievance involving the termination of employment, posting, safety or health or sexual harassment, shall be processed at Stage 2. Only the VP, Human Resources, may submit a grievance on behalf of the Authority. Grievances involving the Union shall be responded to within ten (10) days.

26.06 Employees shall have the right to be represented at any stage of the grievance process. The employee(s) and the Union representative shall be given leave with pay to attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

At either Stage 1 or Stage 2, the Authority's designate may be assisted by a Human Resources representative.

#### Arbitration

26.07 The parties agree that a single arbitrator shall be used as provided for in the *Canada Labour Code*. The Authority and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days as calculated in Article 26 after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

26.08 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.

26.09 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.

- 26.10 The decision of the arbitrator shall be final and binding on both parties.
- 26.11 Each party shall bear half (1/2) the cost of the arbitrator. Employee(s) involved and union representatives shall be given leave without pay to attend arbitration hearings.
- 26.12 The arbitrator shall not change, modify or alter any of the terms of this contract.

## **Article 27**

### **PROBATION PROCEDURE**

- 27.01 All employees shall complete a *six* (6) month probationary period. An employee may be discharged for unsuitability at any time during the probationary period.
- 27.02 When a temporary employee is appointed to a permanent full time position he/she will commence a new *six* (6) month probationary period, except that time served in the same position will be considered as probation served.
- 27.03 A probationary employee shall have a performance evaluation completed in accordance with Article 23 at approximately the mid-point of the probationary period (or sooner if warranted) and at its conclusion. Upon successful completion of the probationary period the employee's seniority shall be established from the first day of employment.
- 27.04 When a probationary employee is terminated, the Authority shall provide notice in writing to the Employee, with a copy to the Union representative. A probationary employee released by the Authority during this period may grieve the dismissal. The grievance may be processed at Stage 2 of the grievance procedure, but the grievance may not be pursued to arbitration.

## **Article 28**

### **HOURS OF WORK**

- 28.01 The normal hours of work are 35 hours per week.

#### Scheduling

- 28.02 (a) Where practicable, the Authority shall:
  - (i) not schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;
  - (ii) avoid excessive fluctuation in hours of **work**;

- (iii) not schedule more than six (6) consecutive days of work except with the agreement of the employee(s) affected;
  - (iv) during each work week or shift rotation, 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 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.

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

Meal Breaks

- 28.04 (a) Subject to operational requirements, the Authority will endeavor to arrange a meal break of at least one-half (½) hour at times convenient to the employees
- (b) When directed by the Authority to conduct continuous operations which extend into the normal meal period, employees will be paid for the meal break at the then prevailing rate.

Rest Periods

28.05 Except where operational requirements do not permit, the Authority **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.

#### Days of Rest

- 28.06 (a) Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked on the day on which the majority of the hours fall. Should there be equal number of hours worked on both days; the day of commencement shall be used.
- (b) Accordingly, the first day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second day of rest will start immediately after midnight of the employee's first day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

#### Flexible Hours

- 28.07 Upon approval from the Authority, an employee may be granted flexible daily hours.

#### Compressed Hours of Work

- 28.08 (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.
- (b) An employee may, with the concurrence of the Authority 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 affected employee(s) and the concurrence of the Authority. 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.

- (d) An employee may with the agreement of the Authority convert to compressed hours of **work** subject to the provisions of Article 28.08(b).
- 28.09 Nothing in this agreement shall be construed as guaranteeing minimum or maximum hours of work.

## **Article 29** **OVERTIME**

### Allocation of Overtime

- 29.01 Subject to operational requirements, the Authority shall make every reasonable effort:
- (a) to allocate overtime work on an equitable basis among readily available, qualified employees; and
  - (b) except in cases of emergency, call-back or mutual agreement with the employee, the Authority shall, wherever possible, give at least seven (7) hours notice of any requirement for overtime work.

### Overtime Compensation

- 29.02 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 Authority representative to be eligible for compensation.
- 29.03 Overtime shall be compensated on the following basis:
- (a) time and one-half (1½) for each hour worked in excess of the employee's normal scheduled daily hours;
  - (b) time and one-half (1½) for each hour worked on the first day of rest and double time for each hour worked in excess of the employee's normal scheduled daily hours worked on that day of rest;
  - (c) double time for each hour worked on the second or subsequent day of rest (second or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest);
  - (d) double time for each hour of overtime worked after fourteen (14) hours' work in any twenty-four (24) hour period. Employees receiving benefits under this provision are not eligible for the benefits under clause 29.04.
- 29.04 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.

- 29.05 Overtime shall be paid out except where, upon request of an employee, overtime may be accumulated in equivalent leave with pay. The duration of such leave will be equal to the overtime worked multiplied by the applicable overtime rate. Subject to operational requirements, an employee will be granted compensatory leave with five (5) days notice. In individual circumstances, the Authority may waive the five (5) day notice requirement. The Authority will respond to an employee request for compensatory leave, in writing, within a reasonable time.
- 29.06 Compensatory leave with pay shall be paid out at the request of the employee.
- 29.07 (a) An employee who works three (3) or more hours of overtime, immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of fourteen dollars (\$14.00), except where free meals are provided or when the employee is being compensated on some other basis. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employees' place of work.
- (b) When an employee works overtime continuously beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of fourteen dollars (\$14.00) 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 Subject to payroll requirements, employees shall be paid overtime earnings on the first pay day subsequent to reporting the overtime.
- 29.09 The Authority agrees to provide the Local President, on a quarterly basis, with a list of employees and their corresponding year-to-date overtime, including banked overtime.

### **Article 30**

### **VEHICLE ALLOWANCE AND PARKING**

- 30.01 When an employee uses his/her own vehicle on behalf of the Authority at its request, including time not contiguous to the employee's regularly scheduled hours of work, the employee shall be reimbursed at least quarterly for actual kilometrage in accordance with the Authority travel rates in effect at the time of travel.
- 30.02 The Authority agrees to provide parking with electrical plug-ins at no cost to the Authority employees working at the Prince George Airport.

**Article 31**  
**CALL-BACK**

- 31.01 When an employee is called back to work, he/she shall be paid the greater of:
- (a) compensation at the applicable overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at the straight-time rate.

At the employee's request and with the approval of the Authority, the employee may be compensated by an equivalent combination of cash and a day of leave at a later date.

- 31.02 Overtime contiguous to a shift shall not be considered call-back.
- 31.03 When an employee is called back to work on a day he/she has already worked or on a day of rest, the employee shall be reimbursed for actual mileage in accordance with the Treasury Board kilometric rates in effect at the time of travel.

**Article 32**  
**STANDBY**

- 32.01 There shall be no standby.

**Article 33**  
**GROUP INSURANCE PLANS**

- 33.01 The existing Group Insurance Plan, referred to as Sun Life Financial - Contract Number 50871, shall be continued without modification to entitlements or existing Authority/employee premium cost sharing, except that changes may be made by the Union-Management Joint Consultation Committee provided that no such change results in lesser aggregate benefits.

**Article 34**  
**PENSION PLANS**

Defined Benefit Plan

- 34.01 The Authority Defined Benefit Plan covers employees who immediately prior to joining the Authority were employees of the Federal Public Service and were accruing pension benefits under the *Public Service Superannuation Act* (PSSA Plan) and have transferred their PSSA credits to the Authority Plan. Employees covered by this Plan are required to contribute, by payroll deduction, 7.5% of their pensionable earnings less CPP deductions. The Authority shall contribute such amounts which

will at least be equal to the total member's contributions in respect of current service as may be required to provide the benefits under the Plan.

#### Defined Contribution Plan

- 34.02 The Defined Contribution Plan covers employees who were hired subsequent to April 1st, 2003. Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, 6% of their pensionable earnings. The Authority shall contribute an equal amount to the member's contributions.

### **Article 35**

## **TECHNOLOGICAL CHANGE**

- 35.01 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.
- 35.02 During the notice period required under the *Canada Labour Code*, the parties undertake to engage in consultation in an effort to reach agreement or solutions to the problems or implications arising from technological change.
- 35.03 Where an employee's position is likely to be affected by a technological change, where practicable the employee will be provided 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 Authority 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 Authority. In making this determination, the Authority 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), comprised of two representatives from the Authority and the PSAC to provide joint consultation on matters of common interest. The parties agree that the guidelines for Union-Management Consultation between the Authority and the UCTE/PSAC will form part of this Agreement. Union-Management Consultation (UMC) meetings will not discuss grievances nor will they have the authority to alter the terms and conditions of this agreement.

- 37.02 UMC meetings will be held twice yearly, or as agreed between the Authority and the UCTE/PSAC.
- 37.03 No UMC meeting will be held unless at least two (2) members from both parties 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.

### **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 Authority will not lay off nor reduce ~~the~~ hours of **work** of any bargaining unit member due to the contracting out of his or her work.

### **Article 39**

### **CLASSIFICATION**

- 39.01 If a new or revised classification is established which is not covered by the schedule of wages then in effect, the Authority shall before applying the new or revised classification, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the classification affected. If the parties fail to reach agreement within thirty (30) days from the date on which the Authority submits the new or revised classification to the Union, the Authority may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.
- 39.02 Upon hiring or by written request, an employee shall be provided with the current statement of the duties and responsibilities of his or her position, including the classification level and current pay, and an organization chart depicting the positions' place in the organization. Such information shall not be included in, nor form part of, the collective agreement.

**Article 40**  
**RECERTIFICATION AND PHYSICAL FITNESS STANDARD**

40.01 The Authority may, in consultation with the PSAC, develop and implement a reasonable re-certification and physical fitness standard for employees whose duties include emergency response, including frequency of testing. Employees will be given reasonable opportunity to meet the standard.

40.02 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.

Re-certification 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.

40.03 Should the standards of a re-test not be met and for the *six* (6) 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 where there is a reasonable probability **that** such employee will be able to perform the job within a training period not to exceed three (3) months, having regard for the employee's skill, ability and qualifications. An employee in the bargaining unit shall have the right to appeal the appointment in which case the position **will** be posted.

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

40.04 In the event the employee has not obtained alternate employment with the Authority after the expiration of the *six* (6) month period, nor elected the options in clause 40.03 above, he or she shall be paid severance pay and his or her employment shall be terminated.

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

## **Article 41**

### **EMPLOYEE STATUS**

#### Term Employees

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

#### Temporary Employees

41.02 A temporary employee is an employee hired for a period of less than *six* (6) months to fill a temporary vacancy as identified in clause 41.01. Temporary employees are covered by all provisions of this Agreement, except the severance pay provisions. When temporary employees qualify for benefits as provided in Article 33, they will be provided a salary adjustment in lieu of such benefits.

#### Full Time Employees

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

#### Seasonal Workers (Benefits)

41.04 An employee hired for seasonal work such as winter seasonal work in airfield operations. Unless otherwise provided in this Agreement, a seasonal employee is entitled to all of the provision of the Collective Agreement during the employee's period of employment. A seasonal employee will be eligible to participate in the benefit plans. During the period of time the seasonal employee is not actively in the employ of the Authority, the seasonal employee will be able to participate in such benefit, provided they pay the costs of all premiums. Overtime applies.

## **Article 42**

### **CLOTHING ISSUE**

#### General

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

Airport Operations Specialists

<u>Clothing</u>	<u>Initial Issue</u>
Shirts	5
Pants	5
Coveralls	3
Coveralls (insulated)	1
Jacket (summer)	1
High Visibility Vest	1

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

Rainwear

42.02 The Authority will provide rainwear (hats, coats, pants, and boots) as required.

Winter Wear

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

Safety Footwear

42.04 The Authority shall provide Airport Operations Specialists with suitable safety footwear every two (2) years, or earlier if replacement is needed due to damage or wear and tear. All footwear will comply with applicable statutory safety standards.

Sunglasses

42.05 The Authority will provide safety/UV sunglasses.

**Article 43**  
**SOCIAL JUSTICE FUND**

43.01 The Authority shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contributions will be made for all hours worked by each employee in the Bargaining Unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year. Contributions will be remitted to the PSAC National Office. Contributions to the Fund **will** be allocated to organizations fighting poverty in the Prince George area.

**Article 44**  
**AGREEMENT REOPENER**

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

**Article 45**  
**DURATION**

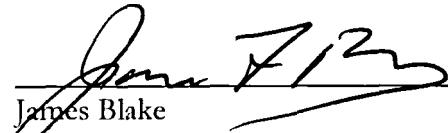
45.01 The term of this Agreement shall be from April 1, 2009 to March 31, 2013.

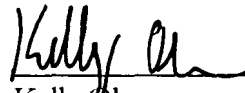


SIGNED at Prince George, British Columbia on November 17, 2010  
by the Negotiating Committees:

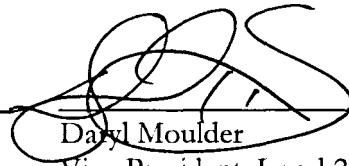
Prince George Airport Authority

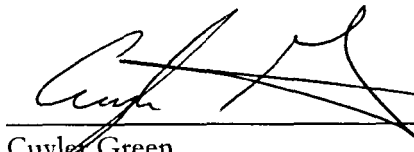
Public Service Alliance of Canada

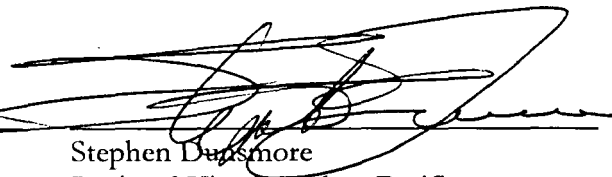
  
James Blake  
Chair  
Prince George Airport Authority

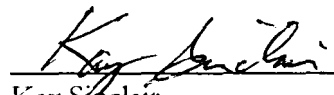
  
Kelly Olsen  
President, Local 20212  
Union of Canadian Transportation  
Employees

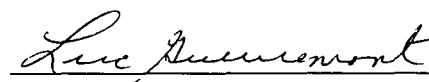
  
John Gibson  
President & CEO  
Prince George Airport Authority

  
Daryl Moulder  
Vice-President, Local 20212  
Union of Canadian Transportation  
Employees

  
Cuyler Green  
Director of Operations  
Prince George Airport Authority

  
Stephen Dunsmore  
Regional Vice-President Pacific  
Union of Canadian Transportation  
Employees

  
Kay Sinclair  
Regional Executive Vice-President, BC  
Public Service Alliance of Canada

  
Luc Guevremont  
Regional Negotiator  
Public Service Alliance of Canada

**Appendix A**  
**Rates of Pay**

<b>Title / Effective Dates and Increases</b>	<b>01-Apr-08</b>	<b>01-Jan-10 1.00%</b>	<b>01-Apr-10 1.00%</b>	<b>01-Apr-11 3.00%</b>	<b>01-Apr-12 3.00%</b>
Airport Operations Specialist 3	\$51,579	\$52,095	\$52,616	\$54,194	\$55,820
Airport Operations Specialist 2	\$46,735	\$47,202	\$47,674	\$49,105	\$50,578
Airport Operations Specialist 1	\$38,002	\$38,382	\$38,765	\$39,928	\$41,126
Airport Administrative Specialist 3	\$51,579	\$52,095	\$52,616	\$54,194	\$55,820
Airport Administration Specialist 2	\$46,735	\$47,202	\$47,674	\$49,105	\$50,578
Airport Administrative Specialist 1	\$38,002	\$38,382	\$38,765	\$39,928	\$41,126
Superintendent	\$58,202	\$58,784	\$59,372	\$61,153	\$62,988

Pay Note 1: Progression from AOS 1 to AOS 2 positions will be subject to the employee satisfactorily meeting the qualification requirements set out in the training syllabus and having a minimum of six (6) months experience as an AOS 1.

Pay Note 2: Subject to Article 40, AOS 3's are employees who have successfully completed the Emergency Response training.

Pay Note 3: ~~Airport Administrative~~ Specialist 3 Positions are: Payroll & HR Administration; Safety & Commercial Service Coordinator  
~~Airport Administration~~ Specialist 2 Positions are: Operations Programs; Finance Administration  
 Airport Administration Specialist 1 Position is: Administration Support  
 Airport -Administration Specialist positions are not subject to progression

Ratification **Bonus** – In addition to the wage increments above the employer will pay a bonus of \$300.00 to each employee of record on the date of ratification.

MEMORANDUM OF UNDERSTANDING

Between:

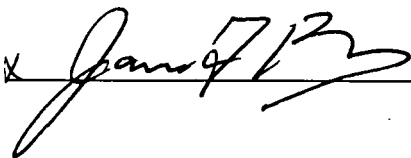
PUBLIC SERVICE ALLIANCE OF CANADA

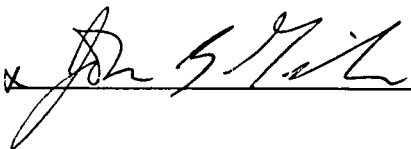
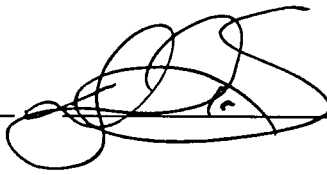
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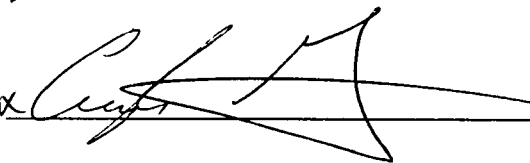
PRINCE GEORGE AIRPORT AUTHORITY

Re: Self-Funded Leave

The parties agree to discuss self-funded leave in joint consultation during the life of this Agreement.

x  \_\_\_\_\_ Kelly A. \_\_\_\_\_

x  \_\_\_\_\_  \_\_\_\_\_

x  \_\_\_\_\_ Luc Bouchonnet \_\_\_\_\_

\_\_\_\_\_  
November 17, 2010

**MEMORANDUM OF UNDERSTANDING**

Between:

**PUBLIC SERVICE ALLIANCE OF CANADA**

- and -

**PRINCE GEORGE AIRPORT AUTHORITY**

Re: : Joint Policy Development Concerning Sexual and Personal Harassment Policy

The parties agree that it would be beneficial to jointly develop a policy, and to conduct a seminar, on sexual harassment and personal harassment.

The points to carry the intent of this MOU shall be as follows:

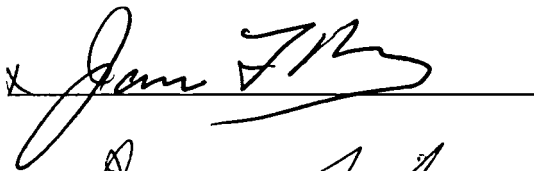
- Participants shall include Union representation, employees, management personnel and Directors of the Prince George Airport Authority. Other participants may attend as invited.

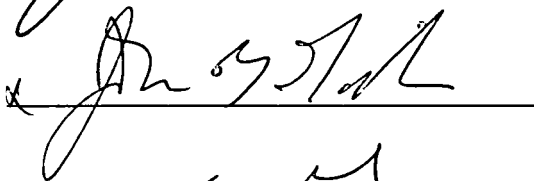
Resources, if available from senior governments, including but not limited to the Federal Mediation and Conciliation Service, may be accessed.

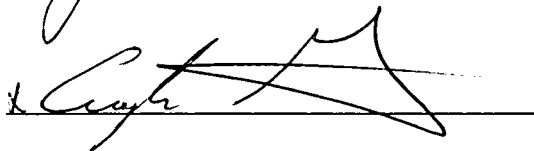
That an educational seminar, providing funding is available, be conducted. The Authority at its own discretion may choose to fund this seminar.

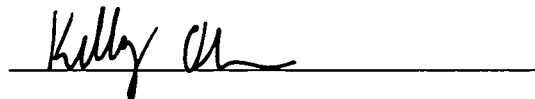
The parties may jointly file for a grant under the Labour Management Partnership Program or other sources to offset such costs.

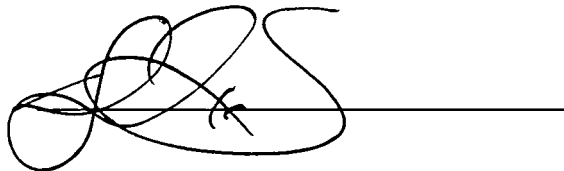
This will be done as expeditiously as possible, preferably within one year of the ratification of this Agreement, but no later than the duration of the this Agreement.

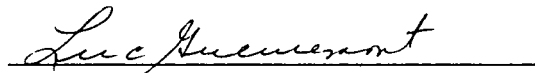












November 17, 2010

**MEMORANDUM OF UNDERSTANDING**

Between

**PUBLIC SERVICE ALLIANCE OF CANADA**

And

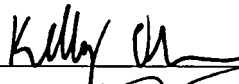

**PRINCE GEORGE AIRPORT AUTHORITY**

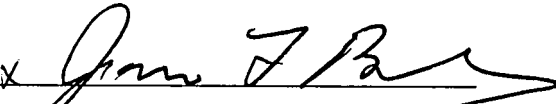
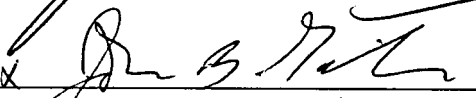

Re: Hiring Preference

The parties agree that employees hired in the AOS classification on a term, temporary or seasonal basis and who have not been discharged for unsuitability during their probation period will have priority of recall for future opportunities in order of their original date of hire.

Public Service Alliance of Canada

Prince George Airport Authority

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Luc Guenement  
\_\_\_\_\_

x   
\_\_\_\_\_  
x   
\_\_\_\_\_  
x   
\_\_\_\_\_

Date: November 17, 2010

Date : \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

PUBLIC SERVICE ALLIANCE OF CANADA

And

PRINCE GEORGE AIRPORT AUTHORITY INC.

The Prince George Airport Authority agrees to recommend, support and vote in favour of a representative of the Public Service Alliance of Canada to sit on the Canadian Airports Council - Health and Benefits Committee.

Public Service Alliance of Canada

*Kelly*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Luc Guenon*  
\_\_\_\_\_

Date: *November 17, 2010*

Prince George Airport Authority Inc.

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

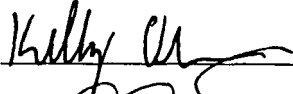

PUBLIC SERVICE ALLIANCE OF CANADA

And

PRINCE GEORGE AIRPORT AUTHORITY INC.

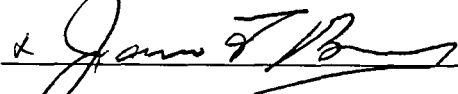
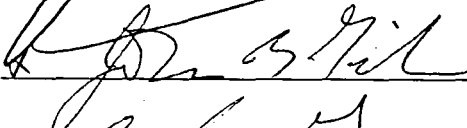
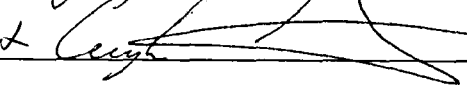
The parties agree to jointly participate in the Committee Effectiveness workshop as provided by the Federal Mediation and Conciliation Service at a mutually agreed upon date and time before June 30, 2010.

Public Service Alliance of Canada

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Luc Guenement  
\_\_\_\_\_

Date: November 17, 2010

Prince George Airport Authority Inc.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: \_\_\_\_\_