

# COLLECTIVE AGREEMENT

**BETWEEN:**

**KAMLOOPS AIRPORT LTD.**

RECEIVED ("THE EMPLOYER")  
FEB 13 2007

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**("THE UNION")**

**August 27, 2006 - August 26, 2010**

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## **1. PURPOSE & SCOPE**

### **1.01**

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

## **2. MANAGEMENT RIGHTS**

### **2.01**

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

### **2.02**

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

## **3. RECOGNITION**

### **3.01**

The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Labour Relations Board dated November 4, 1997.

## **4. EMPLOYEE REPRESENTATIVES**

### **4.01**

The Employer acknowledges the right of the Alliance to appoint or otherwise select one (1) employee as a representative. The Alliance shall notify the Employer in writing of the name of its representative.

### **4.02**

A representative shall obtain the permission of the Managing Director before leaving the work area to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the Managing Director 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. No more than one (1) representative at any one time shall investigate any single incident.

### **4.03**

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

#### **4.04**

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

#### **4.05**

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

#### **4.06**

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

### **5. USE OF EMPLOYER FACILITIES**

#### **5.01**

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

#### **5.02**

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

#### **5.03**

The Employer shall provide the Alliance with access to a photocopier, space for and a filing cabinet, and use of the Kamloops Airport Ltd. premises for general membership meetings at no cost to the Union.

### **6. CHECK-OFF**

#### **6.01**

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

**6.02**

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

**6.03**

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

**6.04**

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

**6.05**

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

**6.06**

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

**6.07**

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

**6.08**

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

**6.09**

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

**7. INFORMATION**

**7.01**

The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification, and employee status of newly appointed employees.

**7.02**

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

### **7.03**

The Employer agrees to provide the President of the Local Union of the Alliance with a copy of the Kamloops Airport Ltd. organization chart and the Human Resource Policy Manual, as amended from time to time. Such information shall not be included in, nor form part of, the collective agreement.

### **7.04**

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

## **8. STRIKES AND LOCKOUTS**

### **8.01**

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

### **8.02**

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

### **8.03**

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

## **9. NO DISCRIMINATION**

### **9.01**

- (a) The Employer acknowledges and affirms its obligations under the *Canadian Human Rights Act*, which prohibits discrimination in respect of employment by reason **of** race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, criminal conviction for which a pardon has been granted, or sexual orientation, in the absence of a bona fide occupational requirement as provided for by the *Canadian Human Rights Act*.

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

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

- (c) Where an employee makes a complaint to the Human Rights Commission, the complaint shall not be arbitral and no grievance shall be filed by the Alliance in respect of such complaint.
- (d) There shall be no discrimination in respect of employment by reason of membership or activity in the Alliance. **An** allegation of such discrimination is subject to the Grievance Procedure.

## **10. SEXUAL HARASSMENT**

### **10.01**

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

### **10.02**

#### Complaint Procedure:

- (a) The employee who alleges sexual harassment, or a Union representative on behalf of the employee, will contact the Managing Director who will:
  - (i) investigate **the** matter, and
  - (ii) maintain a strict degree of confidentiality with the employee concerned; and
  - (iii) take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

### **10.03**

An alleged offender whether a member of the bargaining unit or an excluded employee, shall be given notice of the substance of a complaint under this Article and shall be given notice **of** and be entitled to attend, participate in, and be represented at any grievance hearing or any arbitration under this Agreement.



## 11. DESIGNATED PAID HOLIDAYS

### 11.01

Subject to **clause 11.02**, the following days shall be designated paid holidays for employees.

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) Victoria Day,
- (e) Canada Day,
- (f) B.C. Day,
- (g) Labour Day,
- (h) 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 (including absence while in receipt of LTD or WCB benefits) on the working day both immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday unless the employee is on union leave without pay under **clause 4.05**.

### 11.03

When a day designated as a holiday under **clause 11.01** coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.

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

### 11.04

When a day designated as a holiday for **an** employee is moved to another day under the provisions of **clause 11.03**, work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest.

### 11.05

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

### 11.06

**An** employee who works on a holiday shall be paid:

- (a) time and one-half (1 1/2) for all hours worked **up** to the regular daily scheduled hours **of** work and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday,

or

- (b) upon request, and with the approval of the Employer, the employee may be granted:
  - (i) a day/shift leave with pay (straight-time rate of pay) at a later day in lieu of the holiday,
 

and
  - (ii) pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work,
 

and
  - (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.
- (c)
  - (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
  - (ii) When in a calendar year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.
  - (iii) The straight-time rate of pay referred to in **11.06(c)(ii)** shall be the rate in effect when the lieu day was earned.

**11.07**

When an employee is required to report for work and reports on a designated holiday, the employee shall be paid in accordance with the provisions of **clause 11.06** or **Article 29** Call-Back Pay, whichever is applicable.

**11.08**

Where operational requirements permit, the Employer shall not schedule an employee to work both December 25 and January 1 in the same holiday season. Where practicable, an employee who has worked Dec. 25 the previous holiday season will be given preference to having Dec. 25 off in the subsequent season.

**12. OTHER LEAVE WITH OR WITHOUT PAY**

**12.01 Bereavement Leave With Pay**

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

- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of four **(4)** consecutive calendar days inclusive of the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. The employee may, at the Employer's discretion, be granted up to three **(3)** days travel leave with pay to attend the funeral where distances so warrant.
- (c) An employee is entitled to one (1) day's bereavement leave in the event of the death of his or her son-in-law, daughter-in-law, brother-in-law or sister-in-law. The employee may, at the Employer's discretion, be granted additional time off with or without pay.
- (d) If, during a period **of** scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the compensatory or vacation leave credits shall be restored accordingly.
- (e) On request, the Managing Director may, after considering the particular circumstances involved, grant leave for a period greater than that provided for.

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

- (a)
  - (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy *and ending no later than seventeen (17) weeks after the termination of the pregnancy* and subject to **clause 12.04**.
  - (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 Employer in writing **of** her plans for taking leave at least four **(4)** weeks in advance **of** the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c)
  - (i) After completion of six (6) months continuous employment, an employee who agrees, in writing, to return to work on the date of the expiry of her maternity leave for a period of at least **six (6)** months (including periods of approved leave other than Care & Nurturing leave) and who qualifies for *Employment* Insurance benefits shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan.
  - (ii) Should the employee fail to return to work for reasons other than death, disability, or lay-off, the employee recognizes that she is indebted to the Employer for the full amount received as maternity leave allowance.

- (d) Maternity leave allowance payments 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 employment insurance maternity benefits, an allowance of ninety-three percent (93%) of her weekly rate of pay for each week of the two-week waiting period less any other monies earned during this period; and/or
  - (ii) up to a maximum of fifteen (15) weeks, payment equivalent to the difference between the *EI* benefits the employee is eligible to receive and 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 12.02(d) (i) or (ii)** shall be adjusted accordingly.
  - (iv) employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. 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.
- (e) *Where an employee has the actual care and custody of her newborn child, that employee is entitled to additional parental leave without pay pursuant to clauses 12.03 and 12.04 of up to thirty seven (37) weeks ending no later than fifty two (52) weeks after the child comes into the employee's care.*

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

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

*An employee may request parental leave at least four (4) weeks prior to the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.*

### **12.04**

*The aggregate amount of parental leave and maternity leave utilized by an employee in respect of the same birth shall not exceed a total of fifty two (52) weeks.*

*The aggregate amount of parental leave, or the aggregate amount of parental and maternity leave, utilized by an employee-couple in respect of the same birth or adoption shall not exceed a total of fifty-two (52) weeks for both employees combined.*

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

### **12.05**

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

### **12.06**

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

### **12.07**

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

### **12.08**

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

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

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

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave shall be granted under this clause once per child for a minimum period of six (6) weeks and for a maximum period of two (2) years, with a lifetime maximum of five (5) years.
- (c) where the employee returns from a leave of up to one (1) year, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. In any event, the employee shall be reinstated to a comparable position with the same wages and benefits;
- (d) where the employee returns from a leave of more than one (1) year and the employee's previous position has not been filled on a permanent basis or eliminated, the Employer will return the employee to the position. Where the position has been filled permanently or no longer exists, the Employer will reassign the employee to a vacant position, when available, for which the employee is qualified. An employee who accepts a lower position shall be provided the opportunity to return to their previous position when a permanent vacancy occurs. An employee who declines a reassignment shall be deemed to have abandoned his or her position. Where no reassignment is made after two (2) years from the expiry date of the employee's leave, the employment of the employee shall be terminated and the employee shall be paid severance pay.

- (e) no service in the calculation of vacation leave shall be accrued during such leave if the period of leave is greater than one (1) year.
- (f) time spent on such leave shall not be counted for pay increment or severance purposes.

**12.10 Leave With Pay for Family-Related Responsibilities**

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The Employer shall grant leave with pay under the following circumstances:
  - (i) up to one-half (1/2) day for a medical or dental appointment when the dependent family member **is** incapable **of** attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. **An** employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
  - (ii) Up to one-half (1/2) day for the employee to attend a medical or dental appointment which cannot be scheduled outside of normal working hours. An employee is expected to make reasonable efforts to schedule medical or dental appointments to minimize his or her absence from work. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible.
  - (iii) up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the employee's family. ***Upon request, an additional three (3) days may be approved by the Managing Director. The annual maximum number of days allowed per year will be according to the provisions of 12.10(c);***
  - (iv) one (1) day's leave with pay for needs directly related to the birth or to the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days;
  - (v) up to five (5) consecutive days of leave with pay for the purpose of getting married.
- (c) The total leave with pay which may be granted under this clause shall not exceed five (5) working days in a calendar year.
- (d) ***For medical appointments outside the community of Kamloops, employees may use sick, lieu or vacation time for travel during regularly scheduled hours of work.***

### **12.11 Court Leave**

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

- (a) for jury selection or duty;
- (b) for attendance as a subpoenaed witness except where the employee is a principal or is called as a witness on his or her own behalf.

### **12.12 Injury-on-duty Leave**

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

### **12.13 Education Leave**

- (a) The Employer shall grant education leave with pay during an employee's normally scheduled hours for the purpose of taking any courses, seminars or training required by the Employer. The Employer will provide time off with pay for the purposes of writing required examinations and will pay course registration fees and tuition,
- (b) The Employer recognizes that generally there is a mutual benefit to be derived from employees who seek to improve their educational qualifications. The Employer agrees to reimburse employees the cost of tuition fees for those employees who successfully complete a course of study pre-approved by the Employer and provided by a recognized educational institution outside their normal hours of work. The Employer further agrees to provide the Employee time off with pay to write exams during their normal working hours.
- (c) **An** employee may be granted education leave without pay for varying periods of up to one (1) year, which may be renewed by mutual agreement. The career development leave shall be for attendance at a recognized institution for studies in some field of education which the Employer agrees will enhance the employee's present role or provide a required service in the future.
- (d) The "Deferred Salary Plan for Career Development Leave" Memorandum of Agreement shall be considered to form part of this Agreement.

### **12.14 Compassionate Leave**

- (a) For the purpose of this clause, a family member is defined as a spouse or common-law partner; parent; spouse or common-law partner of a parent; child; or child of a spouse or common-law spouse.*
- (b) An employee shall be granted compassionate leave without pay for a maximum of eight (8) calendar weeks for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply:*

- i. *an employee shall provide the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given; and*
  - ii. *an employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks; and*
  - iii. *The leave period(s) shall not be less than one (1) week periods.*
- (c) *If during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the vacation leave credits shall be restored accordingly.*
- (d) *The period of compassionate care leave shall end upon earlier of the following: the end of the eight week leave, the date the ill family member no longer requires care or support, or the death of the ill family member.*
- (e) *Unpaid compassionate care leave utilized by an employee-couple for the same family member shall not exceed a total of eight (8) weeks for both employees combined.*
- (f) *An employee may elect during the eight (8) week leave to utilize their earned compensatory, lieu, or vacation leave.*
- (g) *Compassionate care leave shall be counted for the calculation of "continuous service" for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.*
- (h) *On request, the Managing Director may, after considering the particular circumstances involved, grant leave for the period greater than that provided for; or may allow compassionate leave for an employee who has a particularly close family-like relationship with an individual who does not meet the criteria of 12.14(a) but who does meet the criteria of 12.14(b).*

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

#### **13.01**

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



### 13.02

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

### 13.03

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

### 13.04

- (a) In the event of excessive absenteeism the Employer shall counsel the employee that failure to meet an acceptable standard of attendance in the future may result in termination of employment.
- (b) Fraudulent use of sick leave shall be subject to the appropriate discipline.
- (c) No payment shall be made under this Article in respect of injuries arising in the course of other employment.

### 13.05 Short Term Illness and Injury

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

- (a) Disability means that, during and after the qualifying period, the member has a medical impairment due to injury or disease which prevents him/her from performing, in **any** setting, all the essential duties of the occupation in which he/she participated just before the disability started.
- (b) Employees who are working at their regular jobs will earn twelve (12) sick leave hours per month (the equivalent of 1 ½ days). Unused hours will accumulate from year to year to a maximum of 960 hours.
- (c) Should the employee leave the employ of Kamloops Airport Ltd. for any reason whatsoever, such accumulated hours shall be forfeited.
- (d) Where **an** employee has been granted sick leave as a result of an accident or other event for which a third party may be responsible, the employee shall be obliged to reimburse the Kamloops Airport Ltd. the amount received from the third party, but in no case shall the reimbursement exceed what the employee received from the Kamloops Airport Ltd. in sick leave benefits.

## **14. LAYOFF/RECALL AND SEVERANCE PAY**

### **14.01 Notice of Layoff**

In the event of a work force reduction, the Employer shall advise the Union at least one hundred and twenty (120) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

### **14.02**

Employees subject to layoff will be advised no less than ninety (90) days prior to the date of layoff.

### **14.03**

A joint Union-Management committee shall be established to consider possible alternatives, including attrition, to a workforce reduction and to consult on the relocation process to be provided to affected employees and on the application of this Article. This committee shall meet during the thirty (30) days following the notice prescribed in **clause 14.01** and, where necessary, during the ninety (90) days notice prescribed in **clause 14.02**.

### **14.04 Voluntary Severance**

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance in accordance with **clause 14.13**, if:

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

### **14.05**

- (a) Employees subject to lay-off shall, during the ninety (90) days period of notice, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer and such additional leave with pay as the Employer considers reasonable for related travel.
- (b) Employees laid off will also be provided with a job search assistance program and counselling services co-ordinated by the Employer.

### **14.06**

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

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

- (d) displacing an employee with less service in any equivalent or lower rated position within the employee's classification group, providing such employee has the ability to perform the job and is unable to exercise rights under **clause 14.06 (c)** above. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee; or;
- (e) displacing an employee with less service in any equivalent or lower rated position provided such employee has the ability to perform the job and is unable to exercise rights under **clause 14.06 (c) and (d)**. The employee shall notify the Employer within two (2) weeks of notice of layoff of the decision to displace another employee.

The above two week period of notice shall be appropriately extended in the case of an employee who is on vacation.

#### **14.07**

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

#### **14.08**

Employees affected by the reduction who are appointed to a lower rated position pursuant to **clause 14.06** shall have their rate established in accordance with the provisions of this Agreement.

#### **14.09**

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

#### **14.10**

In the event of a short-term layoff of two (2) weeks or less due to unforeseen emergencies, layoff shall be made without regard to length of service and the provisions of this Article shall not apply. Employees are required to utilize accumulated lieu and compensatory leave during this period if the unforeseen emergency lasts longer than five (5) calendar days. For unforeseen emergencies of five (5) calendar days or less employees will be granted leave with pay.

#### **14.11**

Employees who are subject to lay-off shall be given a preference for appointment to any vacant or newly created position within the one hundred and twenty (120) day period in **clause 14.01** for which the employee is qualified to perform the work or could qualify within a three (3) month training period. The staffing provisions of this Agreement will not apply in these circumstances.

#### **14.12 Recall**

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of layoff for a period of one (1) calendar year from the date of layoff. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of one (1) year for any vacant or newly created bargaining unit position for which the employee is qualified to perform or may qualify within a training period not to exceed three (3) months.

### **14.13 Severance**

Severance is calculated as two (2) weeks' pay for the first completed year of continuous service subsequent to August 27, 1997 and one (1) week's pay for each subsequent year thereafter (or part thereof) of continuous service to a maximum of thirty (30) weeks pay.

### **14.14 Severance for Transferred Employees**

Employees transferred from the Federal Government upon the date of transfer shall receive severance pay in accordance with the Memorandum of Agreement dated August 27, 1997.

### **14.15**

In the event of layoff, an employee shall be continued to be covered by the Extended Health and Dental Plans for the lesser period of six (6) months, accepting severance pay, or obtaining alternate employment.

### **14.16**

The provisions of this Article only apply to permanent part-time and full-time employees.

## **15. SEVERANCE FOR INCAPACITY OR INCOMPETENCE AND RETIREMENT**

### **15.01**

When an employee has completed more than one (1) year of continuous service and ceases to be employed by reason of incapacity or incompetence, he or she is entitled to severance (as per **clause 14.13**).

### **15.02**

When an employee retires from the Kamloops Airport Ltd. at age fifty-five or over, he or she is entitled to severance (as per **clause 14.13**).

## **16. LOSS OF SERVICE**

### **16.01**

Service and employment will be terminated when an employee:

- (a) resigns or retires;
- (b) is laid off and terminates employment under the provisions of **Article 14**;
- (c) is discharged for cause;
- (d) abandons his or her position by failing to report for duty for five (5) consecutive days unless the employee provides a satisfactory explanation for their absence.

## **17. WASH-UP TIME**

### **17.01**

Where the Employer determines that due to the nature of work there is a need, wash-up time to a maximum of ten (10) minutes will be permitted before the end of the working day and before the lunch period.

## **18. PAY ADMINISTRATION**

### **18.01**

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

### **18.02**

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

### **18.03**

An employee appointed or reclassified to a higher hourly rated position shall be paid the hourly rate prescribed for the position.

### **18.04**

- (a) An employee appointed or reclassified to a higher rated position shall be “red-circled” at their current rate until the rate of the new position exceeds the protected rate. An employee transferred from the Federal Government upon the date of transfer (August 27, 1997) whose position is reclassified downward shall receive general increases in his or her current classification.
- (b) An employee whose position is reclassified downward and who has refused reassignment to a position rated at the same or higher than his or her prior position and for which the employee has the requisite skills and abilities shall be “red-circled” at his or her current rate of pay.
- (c) An employee who is demoted, or obtains a position through the posting procedure which is rated lower than his or her current position, shall receive the lesser of his or her current rate of pay and the rate in the new position.

### **18.05**

- (a) In the event a non-bargaining unit employee is appointed to a position within the bargaining unit 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 Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to 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 acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

### **18.06**

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

**18.07**

When **an** employee is required by the Employer to substantially perform the duties of a higher rated classification level in **an** acting capacity and performs those duties for at least two (2) consecutive days, the employee shall be paid acting pay calculated from the date on which he or she commenced to act, in accordance with **clause 18.03**.

**18.08**

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

**18.09**

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

**18.10**

An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

**19. TRAVELLING TIME**

**19.01**

Where the Employer requires **an** employee to travel outside of forty-five **(45)** kilometres of Kamloops on:

- i) A day of rest, time spent in travel shall be considered time worked, and shall be paid at straight time to a maximum of eight **(8)** hours pay.
- ii) A designated holiday, time spent in travel shall be considered time worked, and shall be paid at overtime rates to a maximum of eight **(8)** hours straight time pay.
- iii) A normal working day on which the employee travels but does not work, the employee will receive his or her regular pay for the day.
- iv) A normal working day in which the employee works and travels, the employee will be paid
  - a) his/her regular pay for the day
  - and
  - b) pay for travel outside of the normal hours of work to a maximum of **two (2)** hours straight time pay.

**19.02**

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

### **19.03**

The Employer will reimburse employees for reasonable expenses incurred travelling on Company business including meals, commercial accommodations, and mileage (*fifty cents (\$0.50)* per kilometre) for approved use of the employee's personal vehicle.

## **20. SUSPENSION AND DISCIPLINE**

### **20.01**

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

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

### **20.02**

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

### **20.03**

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

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

### **20.04**

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after twenty-four (24) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

### **20.05**

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

## **21. EMPLOYEE PERFORMANCE REVIEW**

### **21.01**

The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance. Should the employee not meet reasonable standards of performance expected of him/her, their performance will be discussed and recommendations made to improve performance, with periodic reviews between the employee and the immediate supervisor taking place on a follow-up basis. In cases where an employee has worked on several projects on a project management basis, input from more than one manager will form part of the employee's performance appraisal.

### **21.02**

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employees at that time. An employee's signature on 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.

### **21.03**

- (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.

### **21.04**

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

## **22. HEALTH AND SAFETY**

### **22.01**

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees
- (b) Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the *Canada Labour Code* and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the Union representatives. The Union may also make recommendations to the Employer on safe practice regulations other than those in the *Canada Labour Code* provisions.



- (c) The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters.
- (d) When a pregnant *or nursing* employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her *foetus or* child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement.

#### **22.02**

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

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

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

### **23. STAFFING PROCEDURE**

#### **23.01**

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

#### **23.02**

The postings shall be for a minimum of ten (10) calendar days and not to exceed twenty (20) calendar days. The closing date shall be identified on all posters.

#### **23.03**

The posting shall contain the following information:

- (a) The requirements of the position to be filled and the salary for the position.
- (b) The qualifications applicable to the position including the education, knowledge, abilities, skills, and experience required of the position to be filled.

The Employer may consider an applicant with relevant experience in lieu of the educational requirements where the educational qualification is not a mandatory requirement for the position.

- (c) Such qualifications will not be established in an arbitrary or discriminatory manner.

#### **23.04**

**A** copy of the poster shall be forwarded to the Union prior to the posting.

**23.05**

The selection committee shall interview all candidates in the bargaining unit who meet the posted requirements of the position. The candidates shall be advised within one (1) week after the selection decision is made and the name of the successful candidate will be posted.

**23.06**

The vacancy shall be filled on a comparison of the candidates qualifications. Where it is found that two or more candidates are relatively equal then the candidate with the greater length of service shall be awarded the position.

Where none of the candidates are suitable, the Employer may cancel the posting, or re-post the position.

**23.07**

Length of service is defined as the length of continuous employment with the Kamloops Airport Ltd. and the Federal Government provided that the employee accepted the offer of employment from the Kamloops Airport Ltd. at the time of transfer from the Federal Government.

**23.08**

All unsuccessful candidates will be advised of the results of the competition and, upon request, will be advised of the reasons why they were unsuccessful in the competition.

**23.09**

The Employer is entitled to seek and consider applications from outside the bargaining unit.

Where it is found that two or more candidates are relatively equal then the internal candidate shall be awarded the position above outside candidates.

Where none of the candidates are suitable, the Employer may cancel the posting, or re-post the position.

**23.10**

For certain positions the Employer may with the concurrence of the Union establish an eligibility list by pre-posting positions and selecting candidates in advance. **An** eligibility list shall not exist for a period exceeding twelve (12) months.

**23.11**

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

- (a) temporary vacancies of six (6) months or less or except in cases of the temporary absence from work of a member of the bargaining unit; or,
- (b) temporary vacancies of six (6) months or less to fill a vacancy created by a temporary absence from work in which case bargaining unit members employed at a lower rate of pay shall be granted priority on a equitable basis provided such employees are immediately capable of performing the position and are employed within the department. The vacancy thereby created will in such cases not be subject to this Article; or,

- (c) reassignments into permanent vacancies for the purpose of training or career development provided that no reassignment of any employee shall exceed six (6) months in total in any position and that the vacancy shall be posted within twelve (12) months; or,
- (d) reassignment within the same classification and level; or,
- (e) reassignment of a disabled person employed by the Kamloops Airport Ltd.
- (f) It is not the intent of **clauses 23.11 (a), (b), or (c)** above to provide an unfair advantage to any individual in the event the Employer subsequently posts the vacancy.

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

### **23.12**

All temporary vacancies known to be greater than six (6) months duration will be posted. The posting notice will be for a minimum of seven (7) calendar days and shall not exceed ten (10) calendar days. The poster shall state the duration of the appointment if known at that time.

### **23.13**

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

### **23.14**

Employees may, prior to commencing a leave of absence of eight (8) weeks or less, file an intention to bid on up to two (2) potential postings. The employee shall only be awarded the posting if available for the selection process and able to return to work at the end of the leave period.

### **23.15**

The Employer's obligations under this Article shall be exercised without discrimination or favouritism.

## **24. GRIEVANCE PROCEDURE**

### **24.01**

If a difference arises between:

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

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

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

**24.02**

The following procedure will be used for the resolution of differences referred to in **clause 24.01**.

Stage 1            Prior to submitting a written grievance, 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 Managing Director. The Managing Director 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 Managing Director 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 Managing Director, including the redress requested. Within ten (10) days of the receipt of the grievance, the Managing Director shall give written response delivered confidentially to the employee and the Union representative.

**24.03**

If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within twenty (20) days of the expiry of the time limits set out in Stage 2.

**24.04**

The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in **clauses 24.02 and 24.03** are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

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

**24.05**

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

**24.06**

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

## **25. ARBITRATION**

### **25.01**

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

### **25.02**

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

### **25.03**

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

### **25.04**

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

### **25.05**

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

### **25.06**

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

## **26. EMPLOYEE STATUS**

### **26.01 Probationary Employees**

**Any** employee entering service with the Kamloops Airport Ltd. shall be a probationary employee for a period of six (6) months. Except where otherwise provided, all provisions of this Agreement will apply to probationary employees. A probationary employee released by the Employer during this period may grieve the reason but may not pursue the grievance to arbitration. The grievance may be processed at Stage 2 of the grievance procedure. A probationary employee shall have a performance evaluation completed in accordance with **Article 21** at approximately the mid-point of the probationary period (or sooner if warranted), and at its conclusion. Upon successful completion of the probationary period an employee's seniority shall be established from first day of employment.

### **26.02**

#### **(a) Permanent Part-time Employees**

A permanent part-time employee is an employee who:

- (i) has scheduled hours of work which are less than those established in the Hours of Work Article 27; and,
- (ii) has established by the Employer, on an annual basis, the average number of hours (at least twenty (20)) to be worked weekly; and,

- (iii) is paid bi-weekly on the basis of their established average weekly work hours; and,
- (iv) is paid at the straight-time rate of pay for work performed up to the normal daily or weekly hours specified for full-time employees, and at overtime rates for hours in excess of the normal daily or weekly hours; and,
- (v) shall not be scheduled to work outside of the established department working hours unless the parties agree otherwise or overtime is paid; and,
- (vi) when working compressed hours shall have their hours of work reconciled after each 56-day shift cycle for the determination of overtime compensation, and overtime shall be paid for hours worked in excess of the normal compressed daily hours; and,
- (vii) is entitled to benefits provided under this Agreement in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified of full-time employees, unless otherwise agreed with the Alliance; and,
- (viii) has the right to decline work beyond their regularly scheduled part-time hours; and,
- (ix) is covered by all provisions of this Agreement except as modified in Appendix A and above.

**(b) Casual Part-time Employee**

A casual part-time employee is an employee who:

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

**(c) Part-time Eligibility to Bid on Full-time Positions**

Unless the parties mutually agree otherwise, a part-time employee will not be eligible to bid to become a full-time employee until he or she has worked part-time for a period of two (2) years, or the full-time position bid upon is classified at a lower pay rate. A full-time employee who becomes part-time in the same classification will not have to bid on their original position in order to revert to full-time status.

### **26.03 Term Employees**

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.

### **26.04 Temporary Employees**

A temporary employee is an employee hired for a period of less than six (6) months to fill a temporary vacancy as identified in clause 23.11. Temporary employees are covered by all provisions of this Agreement, except the severance pay and marriage leave provisions. When temporary employees qualify for benefits as provided in Article 34, they will be provided a salary adjustment in lieu of such benefits.

### **26.05 Full Time Employees**

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

## **27. HOURS OF WORK**

### **27.01**

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

#### **(a) Standard Schedule**

- (i) The standard schedule is work customarily performed between the hours of 7:00 am. and 6:00 pm. Monday to Friday inclusive.
- (ii) The hours of work for employees working a standard schedule, exclusive of a daily one-half hour lunch period, shall be eight (8) consecutive hours per day and forty (40) hours per week for all non-administrative positions, and seven and one-half (7 1/2) consecutive hours per day and thirty-seven and one-half (37 1/2) hours per week for all administrative positions.

#### **(b) Extended Schedule**

Hours of work established for employees working in extended operations (i.e., weekend and/or more than one shift per day) shall be those specified in clause 27.01(a)(ii) and shall average the weekly hours over a maximum fifty-six (56) day cycle.

### **27.02 Scheduling**

- (a) When arranging shifts within a schedule, the Employer shall consider the wishes of the majority of the employees concerned.
- (b) The Employer shall make every reasonable effort:
  - (i) not to schedule the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift;

- (ii) to avoid excessive fluctuation in hours of work;
  - (iii) not to schedule more than seven (7) consecutive days of work unless by mutual agreement of the employee(s) affected;
  - (iv) to schedule at least two (2) consecutive days of rest at a time. Such two (2) consecutive days of rest may be separated by a designated paid holiday, provided the holiday is not worked.
- (c) The Employer shall consult with the affected employees when establishing the shift schedule and starting and stopping times in a work area.
- (d) No employee shall be required to work split shifts.

**27.03**

The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the President of the Union Local if the change will affect a majority of the employees governed by the schedule.

**27.04**

The Employer shall schedule hours of work for all employees. The Employer shall, where practicable, arrange schedules which shall remain in effect for a period of not less than three (3) months. Working schedules shall be posted at least fifteen (15) days in advance of the starting date of the new schedule. Shifts shall be allocated on an equitable basis amongst employees governed by the same schedule.

**27.05**

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

**27.06**

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

**27.07 Meal Breaks**

- (a) The meal break may be staggered for employees. However, subject to operational requirements, the Employer will endeavour to arrange meal breaks at times convenient to the employees and as close to the midpoint of the shift as practicable.
- (b) Certain continuous operations require some employees being on the job for the full shift. In these operations, such employees will be paid for one-half (1/2) hour meal break because they will not be able to leave the work place for a meal break. Subject to **clause 27.07(a)**, a specified meal break shall be scheduled as close to the mid-point of the shift as possible. The one-half (1/2) hour meal break will be subject to the applicable overtime provisions.



### **27.08 Rest Periods**

Except where operational requirements do not permit, the Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, inclusive of travel, for all employees. For employees whose shifts extend beyond ten (10) hours, an employee shall be entitled to one (1) additional fifteen (15) minute rest period.

### **27.09 Days of Rest**

Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

- (a) on the day it commenced where half **or** more of the hours worked fall on that day,  
or
- (b) on the day it terminates where more than half the hours worked fall on that day.

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

### **27.10 Compressed Hours of Work**

- (a) A compressed hours of work schedule is a schedule which establishes normal scheduled daily hours in excess of those prescribed in **clause 27.01(a)(ii)**.
- (b) Employees may, with the consent of the majority of the employees affected in a work unit and with the concurrence of the Employer convert to compressed hours of work provided:
  - (i) no shift in excess of twelve (12) hours is involved;
  - (ii) the schedule does not result in additional overtime work or payment by virtue of such variation unless the parties otherwise agree;
  - (iii) shifts developed shall be subject to an initial trial period not to exceed six (6) months and be continued thereafter upon agreement of the majority of the affected employees and the concurrence of the Employer. Such agreement may be revoked upon three (3) months notice by either party.
  - (iv) the hours of work are averaged over the life of the compressed work schedule not to exceed fifty-six (56) calendar days.
- (c) Starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements and the daily hours of work shall be consecutive.
- (d) **Clauses 28.03 (b) and (d)** do not apply to employees working compressed hours of work. Except where otherwise agreed in establishing a compressed work week schedule, overtime for employees working a compressed work week shall be compensated on the following basis:

- (i) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
  - (ii) time and one half (1 1/2) for each hour worked on the employee's first day of rest in respect of a period of two (2) consecutive days of rest and on the first two (2) days of rest in respect of a period of three (3) consecutive days of rest or more;
  - (iii) double time for each hour worked on a day of rest in excess of normally scheduled daily hours, for each hour worked on the second day of rest in respect of a period of two (2) consecutive days of rest and for each hour worked on the third or subsequent consecutive day of rest.
- (e) The provisions of this Agreement which specify days shall be converted to hours. Where the Agreement refers to a "day", it shall be converted to hours in accordance with the Hours of Work specified herein. Notwithstanding the foregoing, in **clause 12.01 Bereavement Leave With Pay** and **clause 12.10 Leave with Pay for Family Related Responsibilities**, a "day" will have the same meaning as the provisions in the Agreement.

**27.11**

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

**28. OVERTIME**

**28.01 Allocation of Overtime**

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

- (a) to allocate overtime work on an equitable basis among readily available, qualified employees within a department and work area;
- and
- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least seven (7) hours notice of any requirement for overtime work.

**28.02 Overtime Compensation**

**An** employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee. Emergencies and unusual circumstances excepted, overtime work must be pre-authorized by the designated Employer representative to be eligible for compensation.

**28.03**

Overtime shall be compensated on the following basis:

- (a) time and one-half (1 1/2) for each hour worked in excess of the employee's normal scheduled daily hours;
- (b) time and one-half (1 1/2) for each hour worked on the first day of rest and double time for each hour worked in excess of the employee's normal scheduled daily hours worked on that day of rest;

- (c) 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 sixteen (16) hours' work in any twenty-four (24) hour period

#### **28.04**

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

#### **28.05**

- (a) Compensatory leave with pay not used by July 1st and December 31st will be paid out at the employee's current rate of pay, unless the employee requests in writing the carry-over of up to a maximum of five (5) compensatory days earned subsequent to the previous pay out date.
- (b) Notwithstanding **clause 28.05(a)** an employee denied use of compensatory days carried over from the previous pay out date may carry these days forward up to the next pay out date.

#### **28.06**

- (a) An employee who works three (3) or more hours of overtime, immediately before the employee's scheduled hours of work and who has not been notified of the requirement prior to the end of the employee's last scheduled work period, or immediately following the employee's scheduled hours of work, shall be reimbursed for one (1) meal in the amount of ten (\$10.00), 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 ten (\$10.00) for each four (4) hour period of overtime worked thereafter, except where free meals are provided or when the employee is being compensated on some other basis.

#### **28.07**

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

#### **28.08**

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

**29. CALL-BACKPAY**

**29.01**

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

(a) three (3) hours' pay at the applicable overtime rate;

or

(b) the applicable rate of overtime compensation for time worked, provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

**30. MILEAGE PREMIUM**

**30.01**

When an employee reports for overtime work which is not contiguous to the employee's regularly scheduled shift on that day, the employee shall be reimbursed for actual mileage at a rate of **fifty cents (\$0.50)** per kilometre, to a maximum of thirty (30) kilometres each way. This does not apply to regularly scheduled work which falls on a designated holiday.

**31. STANDBY**

**31.01**

Where the Employer requires an employee to be available for standby during off-duty hours, the employee shall be entitled to a standby payment of fifteen **dollars and fifty nine cents (\$15.59)** for each eight (8) consecutive hours or portion thereof that he or she is on standby.

**31.02**

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

**31.03**

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

**31.04**

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

## **32. SHIFT PREMIUMS**

### **32.01 Shift Premium**

A shift work employee will receive a shift premium of one dollar *and twenty five cents (\$1.25)* per hour for all hours worked, including overtime hours, between 4:00 p.m. and 8:00 a.m. provided the majority of the employee's regularly scheduled hours occur after 4:00 p.m. Where an employee's regularly scheduled shift commences prior to 6:00 a.m., and the majority of the employee's scheduled hours do not fall between 4:00 p.m. and 8:00 a.m., the employee shall receive the greater of the above premium for hours worked prior to 8:00 a.m. or four **(4)**hours shift premium pay.

### **32.02 Weekend Premium**

Employees shall receive **an** additional premium of *one dollar and twenty five cents (\$1.25)* per hour for regularly scheduled straight time hours of work on a Saturday and/or Sunday.

## **33. VACATION LEAVE**

### **33.01 General**

Employees will be notified, in writing, of their vacation balance by the end of January.

### **33.02 Vacation Year**

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

### **33.03 Vacation Service**

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

- (a) the length of continuous service with the Kamloops Airport Ltd. for employees hired subsequent to August 27, 1997;
- (b) the length of continuous service with the Kamloops Airport Ltd. and the Federal Government, for former Transport Canada employees who joined the Kamloops Airport Ltd. at the date of transfer, August 27, 1997;
- (c) continuous employment notwithstanding a break in employment of one (1) year or less. The duration of the break in employment shall not be counted in calculating service for vacation leave.

### **33.04 Vacation Entitlement**

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

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

### **33.05 Credits**

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

- (a) one and one-quarter (1 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 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 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 1/2) days commencing with the month in which the employee's twenty-fifth (25th) anniversary of continuous service occurs.

### **33.06 Scheduling**

- (a) Employees are expected to take all of their vacation leave during the vacation year in which it is earned.
- (b) Subject to operational requirements:
  - (i) and the following rotational scheduling process, the Employer will make reasonable efforts to grant the employee his or her vacation leave at the times requested by the employee.
  - (ii) each employee shall select their vacation through a rotational scheduling process, within the employee's department, starting with the employee with the greatest vacation service (as defined in clause 33.04) and progressing through to the employee with the least vacation service. Each employee may select up to three consecutive weeks of vacation per selection. Following this selection, and where practicable, the Employer shall endeavour to accommodate employee requests for up to two (2) consecutive weeks of vacation between June 15 and September 15. This selection process will be completed by March 1<sup>st</sup>. Employees must schedule all but one (1) weeks vacation by March 1<sup>st</sup>. If the one (1) week is not taken during the vacation year it will automatically be carried over.
  - (iii) an employee may request to carry-over in the following vacation year his or her vacation leave entitlement. If such request is approved by the Employer the provisions of clause 33.08 will apply.
  - (iv) if an employee requests his or her vacation be rescheduled from their original selection, the Employer shall endeavour to accommodate the request. Such requests shall be processed in the order received.
- (c) The administrative details pertaining to this procedure shall be established in consultation with the Union.
- (d) The Employer shall give the employee as much notice as is practicable when approving or denying vacation leave.
- (e) Once an employee's vacation period has been scheduled and approved in accordance with this Article it shall not be displaced by a more senior employee.

### **33.07 Carry-over**

Pursuant to 33.07, carry-over beyond one year shall be by mutual consent, Where there is no agreement to carry-over beyond one year, fifty percent (50%) of the outstanding balance will be paid out at the end of the calendar year, The balance of the carry-over will be paid out by June 30<sup>th</sup> unless the employee has taken the vacation by that date.

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

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

(a) is granted bereavement leave,

or

(b) is granted leave because of illness in the immediate family (medical substantiation may-be required),

or

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

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

### **33.09**

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

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

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

## **34. INSURANCE PLANS**

### **34.01**

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

- (a) Medical Services Plan: 100% of the premium of the Medical Services Plan of British Columbia.
- (b) Extended Health: 100% of the premium of an extended health plan providing vision care to a maximum of \$325 per person every twenty-four (24) months, and supplementary medical benefits.
- (c) Dental Plan: 100% of the premium of a dental plan providing:
  - (i) 90% of the current approved schedule of fees for Basic Services;

- (ii) 60% of the current approved schedule of fees for Major Restorative Services up to a combined limit with Basic Services of \$1750 per person every calendar year;
- (d) Basic Life Insurance Plan: 100% of the premium of a life insurance plan providing: coverage of 200% of salary and insurance for AD&D and dependent life (spouse: \$5,000; child: \$2,500).
- (e) Long Term Disability: 85% of the premium for a long term disability plan providing 66 2/3 of the employee's current salary.

## **35. PENSION PLANS**

### **35.01**

#### **(a) Defined Benefit Plan**

The Defined Benefit Plan covers employees who immediately prior to joining the Kamloops Airport Ltd. 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 Kamloops Airport Ltd. Plan. Employees covered by this Plan are required to contribute, by payroll deduction, 7.5% of their pensionable earnings less CPP deductions. The Kamloops Airport Ltd. 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.

#### **(b) Defined Contribution Plan**

The Defined Contribution Plan covers employees who were hired subsequent to August 27, 1997. Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, 6% of their pensionable earnings. The Kamloops Airport Ltd. shall contribute an equal amount to the member's contributions.

## **36. TECHNOLOGICAL CHANGE**

### **36.01**

For greater certainty, the parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.

### **36.02**

Whenever the Employer proposes to effect a technological change that is likely to affect either the terms **and** conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.



### **36.03**

The notice referred to in **Article 36.02** shall be in writing and shall state:

- (a) The nature of the technological change;
- (b) The date on which the Employer proposes to effect the technological change;
- (c) The approximate number and classification of employees likely to be affected by the technological change; and,
- (d) The effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

### **36.04**

Once the Employer has given the Alliance the notice described in **Article 36.02**, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

- (a) A detailed description of the nature of the proposed technological change;
- (b) The names of those employees who will initially be likely to be affected by the proposed technological change; and,
- (c) The rationale for the change.

### **36.05**

During the notice period described in **Article 36.02**, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change. Where such consultations involve technological change which is likely to effect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

### **36.06**

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

## **37. JOINT CONSULTATION**

### **37.01**

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

## **38. BARGAINING UNIT WORK**

### **38.01**

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

## **39. APPRENTICESHIP**

### **39.01**

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

### **39.02**

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

### **39.03**

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

## **40. POSITION CLASSIFICATION**

### **40.01**

When the Employer establishes a new position or reclassifies an incumbent's existing position, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with the management personnel involved. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure.

### **40.02**

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

## **41. CONTRACTING OUT**

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

42. AGREEMENT REOPENER

This Agreement may be amended by mutual consent.

43. DURATION

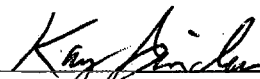
The provisions of this Agreement will expire at one minute before midnight, August 26, 2010.


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

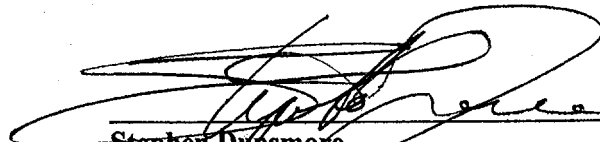
For Kamloops Airport Ltd.

For the Public Service Alliance of Canada

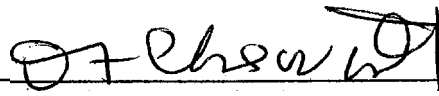
  
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**George H. Casey**  
President,  
Kamloops Airport Ltd.

  
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Sinclair  
Regional Executive Vice-president, BC  
PSAC

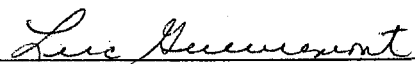
  
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**Fred Legace**  
Managing Director

  
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**Stephen Dunsmore**  
Regional Vice-President, Pacific  
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Oct 16, 2006  
Date

  
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Luc Guevremont  
Negotiator

## APPENDIX "A" AGREEMENT FOR PERMANENT PART-TIME EMPLOYEES

### GENERAL:

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

- |   |   |
|---|---|
| StatutoryHolidays:  | 4.25% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.  |
| Vacation & Sick Leave Entitlement:                        | Accumulated monthly in the same proportion as the number of hours worked in the month compared with the normal hours of work specified of a full-time employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.   |
| 3. Severance Pay:   | Where the period of employment consists of any period of part-time employment the benefit shall be calculated as follows: the full-time and part-time portion shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly rate of pay for the appropriate group and level to produce the severance pay benefit. |
| 4. FRR Entitlement:                                       | Prorated in the same proportion as the average weekly hours of work over the previous 12 months as compared with the normal weekly hours of work specified of full-time employees.<br><br>Leave will be provided during those periods in which part-time employees are scheduled to work.   |
| 5. Bereavement/Adoption Paternity/Care & Nurturing Leave: | Shall not be prorated.  |
| 6. Call-Back:   | The minimum payment shall be four (4) hours pay at the straight-timerate.   |
| 7. Reporting Pay:   | The minimum payment shall be four (4) hours pay at the straight-timerate.   |
| 8. Medical/Dental:  | The insurance coverage for Medical and Dental shall not be prorated.  |
| 9. Pension:   | Per pension document.   |

10. **Life/LTD:** **Based on % of earnings (must regularly work 20 hours per week to qualify).**
11. **Maternity Leave:** **The length of leave shall not be prorated; the SUB Plan will be prorated in the same proportion to the average hours worked over the previous 6 months.**

## APPENDIX "B" CLOTHING POLICY

### 1. GENERAL

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

<u>Clothing</u>	<u>Initial Issue</u>
shirts	5
Pants	5
Coveralls	3
Coverall (insulated)	1
Jacket (summer)	1

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

#### Rainwear

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

#### Winter Wear

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

The Employer will also supply winter mitts and boots.

#### Safety Footwear

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

#### Sunglasses

The Employer will provide safety sunglasses.

**APPENDIX "C" WAGE SCHEDULE**

<b>Position</b>	<b>August 27, 2006 (3.0%)</b>	<b>August 27, 2007 (2.75%)</b>	<b>August 27, 2008 (2.75%)</b>	<b>August 27, 2009 (3.0%)</b>
<i>Airport Technician</i>	21.71	22.31	22.92	23.61
<i>Supervisor, Airport Maintenance</i>	23.26	23.90	24.55	
<i>Administrative Assistant</i>	17.21	17.68	18.17	18.72
<i>Administrative Coordinator</i>	22.69	23.31	23.96	24.67

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

**AND**

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

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

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

**1. ELIGIBILITY**

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

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

**2. APPLICATION**

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

**3. DURATION OF LEAVE**

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

The leave of absence shall immediately follow the deferral period.

**4. FUNDING OF LEAVE**

Deferral Period

The deferral period is the period that the employee defers a portion of base salary immediately prior to commencing the leave period.

Employees registered into the plan must commence their leave of absence no later than four (4) years after the deferral period commences.



During the deferral period, the employee will receive his or her current compensation amount, less the deferred salary (the percentage amount of base salary authorized by the employee to be deducted).

The deferred salary will be sent to the plan administrator - a financial institution authorized by the Kamloops Airport Ltd. to hold, invest, administer, and distribute the deferred funds of the participants in the program.

#### Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the employee cannot exceed thirty three and one third (33 1/3) percent.

#### Payment of Accrued Interest

Deferred earning will accumulate interest which will be paid annually to the employee by the plan administrator minus the annual administration fee. Under federal income tax regulations, interest earned on the employee's account cannot remain in the program.

Interest paid to the employee under the provisions of the deferred salary leave plan will be considered as employment income for the purpose of the Income Tax Act and will be reported on a T5 form issued by the plan administrator.

#### Payment During Leave

Payment to the employee during the leave of absence shall be in approximately equal monthly instalments commencing one month following the start of the leave of absence.

The employee shall not receive any salary from the Kamloops Airport Ltd. during the leave other than amounts which were deferred prior to the leave.

#### Employee Benefits

During the time of salary deferment, benefit deductions (e.g.: Long Term Disability, Pension, RRSP) and coverage (e.g.: Life Insurance) will be based on the employee's full salary.

Benefit costs during the leave of absence (for which the employee wishes to be covered and/or the employee is eligible to participate) will be fully borne by the employee.

#### Deductions During the Deferral Period

During the deferral period, deductions for Income Tax and Canada Pension Plan will be based on the actual salary received by the employee (the gross salary minus the deferred portion),

Employment Insurance and garnishee orders will be based on the gross salary (prior to the deferral deduction).

#### Deductions During: the Leave Period

During the leave period, deductions for Income Tax, Canada Pension Plan, and garnishee orders will be based on the actual deferred salary received.

Employment Insurance and Union dues will not be deducted during the leave period.

Tax Implications

Salary deferred during the deferral period is not subject to income tax until it is paid out during the leave period.

The Kamloops Airport Ltd. is not responsible for providing tax advice. Employees will be expected to seek advice with respect to tax concerns from Revenue Canada or professional tax consultants.

**5. RETURN FROM LEAVE**

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

**6. EARLY WITHDRAWAL**

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

- X extreme financial hardship
- X employee is receiving benefits under the Long Term Disability plan
- X termination of employment
- X death of the employee

Payment

In the event of an early approved withdrawal from the plan, all deferred amounts and accumulated interest must be paid out in the same calendar year as the withdrawal occurs subject to full income tax deduction and reported as taxable income in the year received. Any other deductions as may be required under the Canada Pension Plan, the Employment Insurance Act and any other applicable legislation will be deducted as well.

**7. GENERAL**

Not to Prejudice Ruling

No amendment shall be made to the plan which will prejudice any tax ruling which is applicable to the plan prior to the amendment.

Administration Fees

It will be the responsibility of the participating employee to pay any charges levied by the financial institution.

**DEFERRED SALARY PLAN FOR CAREER DEVELOPMENT**

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

1. Commencement

My deferrals shall commence \_\_\_\_\_, 20\_\_

2. Number of Years of Participation

I shall participate in the plan for \_\_ years (not to exceed 4 years), and my leave of absence shall immediately follow thereafter.

3. Period of Leave

I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to less than six (6) months and not greater than one (1) year).

4. Funding Leave of Absence

I direct the Kamloops Airport Ltd. to withhold \_\_\_\_ percent (not to exceed thirty three and one-third (33 1/3) percent) of my annual compensation amount during my participation in the plan.

5. Return to Employment

I understand that I must return to employment with the Kamloops Airport Ltd. for a period of time not less than the period of leave.

6. Main Purpose of Plan

The Plan is established for the main purpose of permitting the participant to fund a leave of absence, not to provide benefits to the participant on or after retirement.

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

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

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

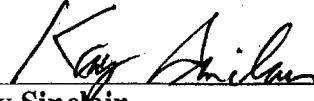
AUTHORIZATION: \_\_\_\_\_

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



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**George H. Casey**  
**President,**  
**Kamloops Airport Ltd.**



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**Kay Sinclair**  
**Regional Executive Vice-president, BC**  
**PSAC**

*Oct. 16, 2005*

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**Date**

**MEMORANDUM OF AGREEMENT  
BETWEEN**

**KAMLOOPS AIRPORT LTD.**

**AND**

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

**RE: SEVERANCE PAY FOR TRANSFERRED EMPLOYEES**

Employees transferred from the Federal Government upon the date of transfer (August 27, 1997) shall receive severance pay in accordance with the following agreement.

**(a) Pre-Transfer Service**

For continuous service with the Federal Government prior to the transfer date, an employee shall receive severance pay based on their rate of pay with the Federal Government as of August 27, 1997:

**Layoff:**

Two (2) weeks' pay for the first complete year of continuous service and one (1) weeks' pay for each additional complete year of continuous employment with the Federal Government.

**Resignation & Death:**

For employees with continuous employment with the Federal Government, one-half (1/2) weeks' 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. Severance pay for resignation and death will be based on years of service with the Federal Government only.

**Retirement:**

On retirement, one (1) weeks' pay for each complete year of continuous employment with the Federal Government and, in the case of a partial year of continuous employment, one (1) weeks' pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty (30) weeks' pay.

**Release for Incapacity:**

When an employee has completed more than one (1) year of continuous employment with the Federal Government and is terminated for reason of incapacity, one (1) weeks' pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks,

**Release for Incompetence:**

When an employee has completed more than ten (10) years of continuous employment with the Federal Government and is terminated for reason of incompetence, one (1) weeks' pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

**(b) Kamloops Airport Ltd. Service**

For continuous service with the Kamloops **Airport** Ltd. after the transfer date, an employee shall receive severance pay calculated as two weeks pay for the first completed year of continuous service subsequent to August 27, 1997 and one **(1)** week's pay for each subsequent year thereafter (or part thereof) of continuous service. This will only apply to retirement, layoff, and termination for incapacity **and** incompetence.

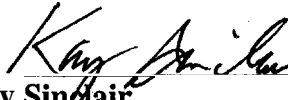
**(c) General:**

Severance benefits payable under (a) to **an** employee shall be reduced by any period **of** continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum type of severance pay provided be pyramided in (a) above.

The maximum severance shall be thirty **(30)** weeks pay for the combined service in (a) and (b) above.



\_\_\_\_\_  
**George H. Casey**  
**President,**  
**Kamloops Airport Ltd.**



\_\_\_\_\_  
**Kay Sinclair**  
**Regional Executive Vice-president, BC**  
**PSAC**

*Oct. 16, 2006*

\_\_\_\_\_  
**Date**