

COLLECTIVE AGREEMENT

BETWEEN:

ELEVATE AIRPORTS INC.

("THE EMPLOYER")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2090
CRANBROOK AIRPORT WORKERS**

("THE UNION")

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ARTICLE I - RECOGNITION OF THE UNION

Section 1

1.01.01 Sole Bargaining Agency

The Employer, or anyone authorized to act for it, recognizes the Union as the sole bargaining agency for all employees of the Employer covered by the Union certification. The Employer consents and agrees to negotiate with the Union concerning any and all matters affecting the relationship between the Employer and its employees in the bargaining unit pertaining to rates of pay, hours of work, and all other working conditions as long as the Union retains its right to conduct collective bargaining on behalf of the employees of the Employer under the provisions of the Labour Code of Canada. No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms and conditions of this Agreement.

1.01.02 No Discrimination

The Employer shall comply in all regards with the provisions of the Human Rights Act of Canada. The Employer and the Union agree that there shall be no discrimination with respect to any employee.

1. Sexual/Personal Harassment

The Employer and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure.

Sexual harassment shall be defined as any conduct, comment, gesture, or contact of sexual nature that is likely to cause offence or humiliation to any employee; or that might, on reasonable grounds, be perceived by that employee as placing a condition of sexual nature on employment or any opportunity for training or promotion. Cases of sexual harassment shall be considered as discrimination and eligible to be processed as a grievance.

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation. Cases of personal harassment shall be considered as discrimination and eligible to be processed as a grievance.

1.01.03 Managerial Exclusions

Without restricting the generality of the foregoing sections, it is agreed that all office employees shall be excluded from the terms of this Agreement.

1.01.04 Union Stewards

The Employer agrees that the Union shall have the right to appoint or elect Union Stewards, but the number of Union Stewards shall at no time exceed one (1) regular and one (1) alternate steward who will act only in the absence of the regular steward.

1.01.05 Investigation/Settling Disputes

The Employer agrees that time spent in investigation and the settling of disputes by the Union Steward shall be considered as time worked, provided that the Union Steward sign a time statement or form which sets out the purpose, and such time is recorded, which time shall not exceed the total of sixty (60) working hours in any one (1) year. The Union agrees to forward to the Employer a written list of names of such Steward and of replacements thereto.

1.01.06 Bulletin Boards

The Employer agrees that the Union shall have the right to maintain a bulletin board in a conspicuous and convenient place, provided that the use of such shall be restricted to the events and reports of the Union. Such postings shall be signed by the President or the Secretary of the Union.

1.01.07 Union Check-Off

The Employer agrees that all employees presently members of the Union or who shall hereafter become members of the Union shall, as a condition of employment, remain members of the Union during the life of this Agreement.

1.01.08 Union Dues

The Employer shall, during the life of this Agreement, deduct a sum equivalent to dues and assessments as set by the Union from the pay due each calendar month to each employee and remit same to the Secretary-Treasurer of the Union no later than the 15th day in the month following in which such deductions are made. When the union requests the employer to deduct an assessment they will provide to the Employer, in writing, the reasons for such deduction.

1.01.09 Pay Cheque Deduction List

The Employer shall, at the time of making such remittances, enclose a list indicating the employee's name and the hours worked per pay period.

1.01.10 Bargaining Unit Work

No employee who is excluded from the bargaining unit shall perform any work normally performed by an employee in the bargaining unit except the excluded position of Operations Manager, or in his/her absence a designate, who may perform bargaining unit work provided it does not result in the layoff or reduction of regular hours for any regular employee or delay the recall of a regular employee except in the case of an emergency when qualified regular employees within the bargaining unit are not available. When performing bargaining unit work, it will be on an incidental basis and not on a regular, full-time basis. For clarification purposes "in his/her absence" means that the Operations Manager is on vacation, on a medical leave, or out of town.

The parties agree that the bargaining unit work performed by the Operations Manager or his/her designate in total will not exceed one thousand (1000) hours annually.

1.01.11 Employee Definition

a. Probationary

An employee who has been newly hired shall serve a probationary period according to the provisions of Article 7.01.02 during which the Employer will determine his/her suitability for continued employment. During the probationary period, probationary employees shall be entitled to all rights except as limited under this Agreement. Upon the successful completion of the probationary period, accumulated seniority shall be effective from the date of hire.

b. Regular

i. Full Time

An employee who has completed his/her probationary period and who is regular scheduled to work the full hours of work as outlined in Article X of this Agreement.

ii. Part Time

An employee who has completed his/her probationary period and whose regular hours of work are less than those for full time employees. Part time employees are eligible for benefits as outlined in Appendix I of this Collective Agreement.

c. Temporary

- i. An employee who is employed for a specified term not to exceed five (5) months. This may be extended by mutual agreement. Temporary employees shall not be eligible for Recall, Severance, Sick Leave Benefits, Health Care Plans and Pension under this Collective Agreement.
- ii. The Employer shall maintain a temporary seniority list, calculated by the number of actual hours worked that is separate from the regular employee's seniority list. The sole purpose of this list is if the temporary employee is subsequently successful in attaining regular status, he/she will be credited for the time accumulated as a temporary employee.
- iii. Prior to termination at the close of the winter season temporary employees will be given notice of whether or not he/she will be offered employment for the following winter season.

d. Casual

An employee who is employed on a day-to-day basis, as needed, to address such situations as relief for sickness, vacation, leave of absence, temporary workload and other short-term needs. Casual employees shall not be eligible for Recall, Severance, Sick Leave Benefits, Health Care Plans and Pension under this Collective Agreement.

It is not the intention of the Employer to employ a casual or temporary employee instead of employing a regular employee. Casual and temporary employees are primarily relief employees as outlined above or to perform work for a specified term. It is understood that the use of temporary and casual employees shall not result in the layoff or reduction of regular hours or the failure to recall a regular employee except in emergencies.

1.01.12 Job Security

During the life of this Agreement, the Employer will not contract out work where it would result in the layoff or reduction of hours for any full time employee (see Schedule "A") or failure to recall a regular full time laid off employee except in emergencies.

This clause does not preclude reallocation of incumbent personnel. Employees hired during the term of this Agreement into a regular full-time position shall be placed on Schedule "A".

1.01.13 Personnel Records

An employee shall have the right, after giving reasonable notice, to have access to and review his/her personnel record in the presence of the responsible excluded person.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to have copies made of any material contained in his/her personnel record.

The Employer shall remove any letter of discipline from an employee's personnel file within twelve (12) months worked of the issuance of such a letter provided there have been no further infractions.

1.01.14 Notification of New Hires

The Union shall be notified of the full name, position and employment status (such as regular full-time, regular part-time, temporary or casual) and start date of all employees hired into the bargaining unit prior to their first day of employment.

ARTICLE II - MANAGEMENT'S RIGHTS

Section 1

2.01.01 Rights of Management

The Union recognizes the right of the Employer to operate and manage the business of the Employer in all respects, in accordance with its commitments and responsibilities, and to make and alter from time to time as the necessity arises, any rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer shall exercise its management rights in a fair and reasonable manner.

2.01.02 Hire, Discipline, Demote, Discharge

The Employer shall always have the right to hire, to discipline, demote, and discharge employees for just cause, subject to the terms and conditions of this Agreement.

ARTICLE III - TECHNOLOGICAL CHANGE, AUTOMATION

Section 1

3.01.01 Notice of Change

The Employer shall give the Union, in writing, at least ninety (90) days notice of any intended technological change that:

- a. affects the terms and conditions of security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b. alters significantly the basis upon which the Collective Agreement applies.

3.01.02 Discussion of Disputes

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) Parties to this Collective Agreement.

3.01.03 Arbitration

Where the Employer introduces or intends to introduce a technological change that:

- a. affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- b. alters significantly the basis upon which the Collective Agreement was negotiated, either Party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitrator pursuant to Article VI of this Collective Agreement, bypassing all other steps in the Grievance Procedure.

ARTICLE IV - DISCUSSION OF DIFFERENCES

Section 1

4.01.01 The Employer and the Union agree, in the case of the creation of any new job, or in the case of any job which may hereinafter change sufficiently to warrant reclassification, to apply the relevant base rate to such job, which shall be determined by a Job Classification Committee that shall be composed of equal representation from both the Employer and the Union. In the event of failure by either the Employer or the Union to ratify the decision of the Job Classification Committee, or the inability of the Job Classification Committee to arrive at a mutually satisfactory classification or reclassification, the dispute shall then be referred to an Arbitrator constituted in accordance with Article VI of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

5.01.01 Definition - "Days"

Wherever the word "days" is used in this Article with reference to length of time, it shall mean "working days" unless otherwise specified.

5.01.02 Procedure for Settling Differences

Differences arising between the Parties concerning the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall be settled without stoppage of work in the following manner:

Step 1: The employee or employees concerned, with their Union Steward in attendance, shall endeavour to settle the dispute with the Operations Manager and/or designate. Failing to reach a satisfactory settlement of the dispute within one (1) day after its submission, the dispute may be submitted to Step 2.

Step 2: The employee or employees concerned, with their National Union Representative or Officer in attendance, shall meet with the Operations Manager and/or designate and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within two (2) days after submission to the Operations Manager and/or designate, the dispute may be submitted to Step 3.

Step 3: The employee or employees concerned, with their National Union Representative and/or Officer in attendance, shall meet with the Operations Manager and/or designate and the President of Elevate Airports Inc. or his/her designate and shall submit the grievance in writing. Failing to reach a satisfactory settlement of the dispute within five (5) days after such a meeting, the dispute may be submitted to Arbitrator.

5.01.03 Time Limits

The procedure as outlined in this Article V must be commenced within thirty (30) working days of the time of the alleged violation of the Agreement. Failure to comply with this time limit will result in the grievance being deemed to be abandoned or resolved on the employer's last response thereto. The Parties agree that each Step of the Grievance Procedure should be initiated within fifteen (15) working days after the decision of the previous Step. The time limits provided in this Article may be extended by mutual agreement.

5.01.04 Bypassing Steps 1 and 2

The procedure for settling disputes set out in this Article shall be strictly adhered to, but where a dispute involves a question of general application, suspension or dismissal, the Employer and the Union may agree to bypass Steps 1 and 2.

ARTICLE VI - ARBITRATION

Section 1

6.01.01 Choice of Arbitrator

Where a party gives notice of its desire to submit a grievance to arbitration, the parties shall first attempt to agree on a single arbitrator. If the parties cannot agree on a single arbitrator within five (5) days, they shall request the Minister of Labour to appoint an Arbitrator.

6.01.02 Authority of the Arbitrator

The decision of the Arbitrator shall be final and binding upon the Parties, but in no event shall the Arbitrator have the power to alter, modify, or amend any part of this Agreement in any respect. The decision of the Arbitrator shall be given not later than fourteen (14) days after conclusion of the hearing, or such longer period as may be mutually agreed to by the Parties involved in the dispute.

6.01.03 Expenses

Each Party shall pay all expenses incurred in connection with the presentation and preparation of its own case, but the Parties shall share equally the expenses of the Arbitrator.

6.01.04 Expedited Dispute Resolution

- a. If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to by the parties shall at the request of either party:

- i. investigate the difference,
- ii. define the issue in the difference, and
- iii. make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- b. If either party is not satisfied with the recommendations delivered in accordance with Article 6.01.04(a) above, it may present the grievance at the next step of the grievance procedure. Failure to do so within five (5) days of receipt of the recommendations shall result in a deemed settlement of the grievance in accordance with such recommendations.

Section 2

6.02.01 Technological Change

The Arbitrator shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitrator:

- a. shall inform the Minister of Labour of the findings; and
- b. may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer shall not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitrator considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to that employee such compensation in respect of his/her displacement as the Arbitrator considers reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under the Labour Code of Canada).

ARTICLE VII - SENIORITY

Section 1

7.01.01 Definition of Seniority

- a. Seniority shall be defined as the length of service in the bargaining unit. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall as set out in other provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.
- b. The Employer agrees that in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and ability to do the job. When more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the qualifications and ability to do the job. The Employer shall determine qualifications and ability in a fair and equitable manner.

7.01.02 Calculation of Seniority/Probation Period

An employee shall be deemed not to have any seniority until he/she has worked for the Employer for 520 hours, excluding overtime, and during such period he/she shall be on probation. If the employment of an employee continues longer than the probation period, seniority shall commence from date of hiring. The employer may extend the probationary period to a maximum of three (3) additional months with the mutual consent of the Parties to this Agreement. Benefits shall be paid during any extension.

Section 2

7.02.01 Promotions, Transfers, Demotions

In the event an employee has been promoted or transferred to a posted position, the employee shall serve a sixty (60) working days trial period during which time the employee may request to be returned to his/her previous position without loss of seniority and the Employer shall have the right to return the employee to his/her previous position without loss of seniority, if it is, in the opinion of the Employer, that the employee does not meet the requirements of the promotion or transfer.

Section 3

7.03.01 Reduction of Work Force

a. Definition of Layoff

Layoff is defined as a reduction in the work force or a fifteen (15) percent reduction in an employee's hours of work.

b. Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority provided they are qualified to perform the remaining work.

The right to bump shall include the right to bump up, down or laterally. Any employee displaced by this procedure shall be entitled to the same bumping rights provided they are qualified to perform the work.

c. Reduction of Work Force/Advance Notice of Layoffs/Bumping Procedures

The Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of layoff, or award pay in lieu thereof.

Bumping Procedure:

1. Within five (5) working days of notification of layoff, the laid off employee shall indicate in writing to the Employer his/her intent to bump or to be laid off.
2. If there are no positions to which the employee can bump, such employee shall be laid off.
3. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and has the ability to perform the work of the employee with less seniority. A reasonable familiarization period will be provided.

If the laid off employee indicates his/her intent to bump, he/she must also indicate in order of preference, those classifications into which they have the qualifications to bump.

4. The Employer may request assistance from the Union to ensure an orderly transition in the event of layoffs and recall.
5. Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.
6. During layoff, a laid off regular employee with recall rights shall have access to any casual or temporary work that might arise provided the employee is qualified, available and willing to perform the work. An offer of casual or temporary employment to a laid off employee with recall-to-employment rights shall not affect the recall-to-employment right or the recall period whether the employee accepts the offer or not. An employee who accepts such an offer will not be required to be given advance notice of layoff at the end of the period involved; however, in the event that the offer of temporary work is for a period to exceed twenty (20) working days, the employee shall be considered as having been recalled.
7. In the event of an emergency, the Employer may by seniority, phone the first available and willing employee on the recall-to-employment list. This recall period shall not exceed two (2) working days.

d. Recall Procedure

When it is necessary to rehire, former regular employees shall be re-employed in the inverse order in which they were laid off, provided they are qualified and competent to perform the work.

e. No New Employees

New employees shall not be hired until those laid off employees who are competent and qualified have been given an opportunity of recall.

In no case shall the Employer be obligated to re-employ any former employee who has been laid off for a period in excess of eighteen (18) months.

7.03.02 Notification to Return

It shall be the responsibility of the laid off employee to notify the Employer of his/her whereabouts or his/her postal address. Laid off employees who have complied with this procedure shall be notified by the Employer either personally or by registered mail at their last known address of the date and time on which they are to report for work, and should an employee fail to report for work within five (5) working days of being so notified, he/she shall lose the right of re-employment; but in no case shall the Employer be obligated to re-employ any former employee who has been laid off for a period in excess of eighteen (18) months.

7.03.03 Severance Pay

Upon receiving layoff notice under 7.03.01, regular full time/part time employees may opt to be placed on a recall list as per Article 7.03.02 or opt for severance pay. Employees who opt to go on the recall list forfeit all rights to severance pay. Employees who opt for severance pay forfeit all rights to recall and shall be deemed to have terminated their employment. Employees must make this election and notify the Airport Manager within two (2) weeks of being given notice of layoff.

A regular full time/part time employee who is laid off may choose to accept the following severance pay:

- a. two weeks pay where the employee has completed a period of service of one (1) year.
- b. after completion of three (3) years service one additional week's pay for each subsequent completed year of service to a maximum of *sixteen (16)* weeks pay.
- c. severance pay for part time employees will be pro-rated.

Section 4

7.04.01 Continuing of Seniority

When an employee is absent from his/her normal job because of sickness, accident, or a leave authorized by the Employer, he/she shall, on his/her return, be reinstated to the job classification he/she would have held had he/she not been absent, and during such absence his/her seniority shall accumulate as if he/she had been working.

7.04.02 Time Laid Off

In the event of an employee being brought back to work by the Employer within eighteen (18) months after being laid off under paragraph 7.03.01 of this Article, the period of layoff shall be considered as time worked for the purposes of determining his/her seniority.

7.04.03 Transfer and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her bargaining unit seniority for a period of six (6) months. If an employee returns to the bargaining unit during this initial period of six (6) months he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of a bargaining unit employee.

Notwithstanding the above, no employee of the Employer presently excluded from the bargaining unit shall displace any employee in the bargaining unit.

7.04.04 Loss of Seniority

An employee shall have no seniority in the event:

- a. he/she is rehired after being discharged;
- b. he/she resigns;
- c. he/she is permitted to return to work after being absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
- d. he/she fails to return to work, after a layoff, within five (5) working days after being notified by the Employer to do so;
- e. he/she is laid off for a period longer than eighteen (18) continuous months.

Section 5

7.05.01 Seniority List

The Employer shall maintain a record showing the date upon which each employee's service commenced and terminated, and any employee may request information from the Employer relative to his/her own seniority. A seniority list shall be posted on the bulletin board at each assembly point in the month of January and in the month of July each year.

ARTICLE VIII - POSTINGS/VACANCIES

Section 1

8.01.01 Posting Notice

Prior to filling any vacancy or new position covered by this Agreement, the Employer shall post notice of such vacancy or new position on the bulletin board for a minimum of five (5) working days. Such notice shall set out the nature of the position, required knowledge and ability, shift and rate of pay. No new employees shall be hired until such posting has elapsed and present employees have had the opportunity to apply for such vacated or created position. The Union shall receive copies of all such postings.

ARTICLE IX - LEAVE OF ABSENCE

Section 1

9.01.01 Union Officers

Weather conditions permitting, the Employer agrees to grant time off without pay during any working day to Officers of the Union for Union purposes, provided that such time shall not exceed a total of one hundred and forty-four (144) working hours in any one (1) year, and provided that the Officer of the Union has advised the Airport Manager not less than twelve (12) hours in advance. A written list of the names of such Officers in the employ of the Employer shall be forwarded to the Employer for this purpose. Such time off will not be unreasonably withheld.

9.01.02 Convention Delegates

Provided at least seven (7) days written notice is given to the Employer and weather conditions permitting, an employee elected or appointed to represent the Union at conventions shall be allowed an unpaid leave of absence. The leave of absence without pay but without loss of benefits, in accordance with Article 9.01.03, shall allow employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. Such unpaid leave of absence will not be unreasonably withheld.

9.01.03 Union Business

Any employee off work on Union business as described in paragraphs 9.01.01 and 9.01.02 shall continue to receive full wages from the Employer and the Employer shall bill the Union the full cost of wages and benefits. When possible, the employee shall give one (1) day's notice in writing to his/her Supervisor stating the duration of the absence.

9.01.04 Collective Bargaining Leave

A bargaining representatives shall have the privilege of attending collective bargaining meetings, if negotiating for a new Agreement, and if held during regular working hours without loss of remuneration, whose number for the purposes of this Section shall not exceed a total of one (1) employee at any one time.

9.01.05 Jury Duty

In the event an employee is required to perform jury duty on a day on which he/she would normally have worked, the employee shall receive pay for such duty at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the Court for such jury duty to the Employer. The employee shall return to work if dismissed by the Court before 12:00 Noon.

9.01.06 Court Leave

In the event that an employee is required to attend Court as a legally subpoenaed witness, on a day on which he/she would normally have worked, the employee shall receive pay for such Court attendance at his/her regular straight time hourly rate of pay for his/her regularly scheduled hours of work. It is understood that such payment shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee shall remit payment received from the Court for such attendance as a witness to the Employer. The employee shall return to work if dismissed by the Court before 1:00 p.m.

9.01.07 Bereavement Leave

An employee shall be granted up to a maximum of five (5) regularly scheduled work days off, inclusive of travel time with pay at the time of death of an immediate relative, upon application to the Airport Manager. The length of the leave will be determined in a fair and equitable manner. Immediate relative is defined as the employee's spouse, parent, mother or father-in-law, child, brother, sister, brother-in-law or sister-in-law, or grandparent.

9.01.08 Leave of Absence

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, to any full time or permanent part time employees requesting such leave.

Such request shall be in writing approved by the Employer.

Such approval shall not be withheld without just cause and shall be to a maximum of one (1) year.

The employee shall provide the Employer with at least two (2) months notice of the request, where possible, except in extenuating circumstances.

9.01.09 Family and Critical Illness

In the case of a critical illness in the immediate family, the employee shall be granted, after providing adequate notice to the Airport Manager, up to a maximum of five (5) paid days leave per year. In the case of critical illness, immediate family is defined as a parent, spouse, common-law spouse or common-law child, step-child, child, brother or sister.

Critical illness of an immediate family member will be defined as an illness which the family physician considers sufficiently critical to require the presence of the employee-at the bedside of the family member. Such leave shall also include travel time to transport a child or spouse to a hospital or to a medical facility for medical referrals.

If the employee does not have any accumulated vacation time or accumulated overtime, the Employer may consider providing unpaid leave of absence.

ARTICLE X - HOURS OF WORK/WAGES

Section 1

10.01.01

a. Hours of Work

The regular work week shall constitute forty (40) hours, Monday to Friday, except that the Employer shall have the right to institute a variation of the regular work days other than Monday to Friday, provided an employee's total hours of work shall not exceed forty (40) hours in any five (5) consecutive work days. The Union shall be notified at least twenty-four (24) hours in advance of any change of schedule for any employee or group of employees.

The regular workday shall constitute eight (8) consecutive hours from 7:30 a.m. to 12:00 Noon and from 12:30 p.m. until 4:00 p.m., provided that the Employer and the Union may agree to vary the hours of work, including the lunch period, upon mutual agreement. An afternoon and/or night shift may be instituted as circumstances require, provided that such afternoon or night shift work shall not exceed a total of eight (8) consecutive hours per shift, inclusive of two (2) fifteen (15) minute rest periods, and provided that such regularly scheduled shift work shall be composed of five (5) consecutive shifts in any one (1) week. The Union shall be notified at least twenty-four (24) hours in advance of the institution of such shift work for any employee or group of employees.

b. Rest Period - Regular Work Day

During a regular workday, all employees shall be entitled to a fifteen (15) minute paid rest period at 10:00 a.m. and at 2:30 p.m.

c. Rest Period - Afternoon or Night Shift

During an afternoon or a night shift, all employees shall be entitled to a thirty (30) minute paid rest period at the end of the first four (4) hours of working.

Section 2

10.02.01

Basic Wage Rates

The Employer shall pay basic wage rates to its employees in accordance with Schedule "B", attached hereto, and which forms part of this Agreement. Pay statements shall meet the requirements of the Canada Labour Code.

10.02.02

Wages in Relieving Positions

In the case of an employee working in a capacity involving two (2) or more classifications during any shift, the rate of pay for the entire shift shall be for the classification worked having the highest rate of pay. This Article does not apply when the employee is undergoing training to qualify that employee for a his/her classification.

10.02.03 Shift Differential

An employee employed on any shift other than regular day shift, shall be entitled to a shift differential of \$1.15/hour.

When any of the hours of a shift fall outside of the regular hours of the regular workday as specified in this Article, he/she shall be entitled to the shift differential for the full eight (8) hours.

10.02.04 Crack Filling and Asphalt Sealing Differential

Employees assigned to perform crack filling or asphalt sealing duties shall be paid a differential of \$0.75 per hour for hours worked at such tasks.

10.02.05 Weekend Differential

All employees shall receive an additional \$1.15 per hour for working a regularly scheduled Saturday or Sunday shift.

10.02.06 Training

Employees shall be paid at their regular rate of pay for all mandatory training required under Federal Statute or Regulation. The Employer will make every effort to schedule training during an employee's regular work hours.

ARTICLE XI - OVERTIME AND CALL-OUTS

Section 1

11.01 .01 Overtime Pay

All employees shall be paid one and one-half (1 1/2x) their regular hourly rate of pay for each of the first three (3) hours worked in excess of eight (8) hours in any one (1) day and double (2x) their regular hourly rate of pay for each hour worked in excess of eleven (11) hours in any one (1) day from Monday to Friday. For work performed on Saturdays, the employee shall be paid time and one-half (1 1/2x) for each of the first eight (8) hours worked and double time (2x) shall be paid for all work performed on Sunday. Regular rates shall be paid on Saturdays and Sundays if the work for any employee is altered to include Saturday and/or Sunday within a five (5) consecutive day, forty (40) hour period.

11.01.02 Time Off in Lieu of Overtime Pay

Employees shall have the option of taking time off in lieu of overtime pay, at times agreeable to the Airport Manager, up to a maximum of ten (10) days per year. When the accumulated overtime exceeds this amount, the employee must take the amount earned, in cash, prior to February 28th of each year.

11.01.03 Shift Work - Overtime

In the event a working week is altered to include Saturday and/or Sunday within a five (5) consecutive day, forty (40) hour period, one and one-half times (1 1/2x) the regular rate of pay shall be paid for each of the first three (3) hours worked in excess of eight (8) hours and double time (2x) regular hourly rate of pay for each hour worked in excess of eleven (11) hours in one (1) day on any of the five (5) consecutive days. For work performed on the first day following a five (5) consecutive day period, the employee shall be paid time and one-half (1 1/2x) for each of the first eight (8) hours worked and double time (2x) for each hour worked in excess of eight (8) hours. Double time (2x) shall be paid for all work performed on the second day following the five (5) consecutive day period.

11.01.04 Meal Periods During Overtime

When an employee has been requested by his/her Supervisor to work overtime and has agreed to do so, the employee, at his/her request, shall be granted mealtime as follows:

- a. During summer hours, after the first two (2) hours of overtime, 3/4 hour off, without loss pay, to obtain a meal. The Employer may provide transportation facilities to enable the employee to obtain his/her meal.
- b. During winter hours, after the first one (1) hour of overtime, 3/4 hour off, without loss of pay, to obtain a meal. The Employer may provide a vehicle for the crew to enable the employees to obtain a meal.
- c. Where it appears, in the opinion of the Airport Manager, that the overtime work will not exceed one (1) hour after the employee's return from his/her meal, the employee may, if requested, continue working without the benefit of time off for a meal and receive a bonus of one (1) hour additional overtime pay after cessation of work.
- d. It is agreed and understood that this is a statement of general policy and both Parties shall be guided by the nature of the work being performed having particular regard to the safety of the public and the preservation of property.

Section 2

11.02.01 Emergency Call-Out

In the event of an employee being called out on emergency work during hours other than his/her regular work shift, he/she shall be entitled to a minimum of four (4) hours pay at his/her regular rate of pay or time and one-half (1 1/2), whichever is greater.

11.02.02 Call-Out - Standby

Employees may be required to be on standby, subject to article 13.02.01. During the winter months standby will be scheduled when deemed necessary by the Employer. During the summer months the Employer may place employees on standby during the week and up to one weekend per month per employee, unless otherwise agreed. Winter shall be defined as the period of November 15 to April 15. Summer shall be defined as the period of April 16 to November 14.

When an employee is scheduled to be on stand-by for call-out he/she shall be entitled to stand-by pay of one (1) hour's pay at their regular rate for every eight (8) hours or portion thereof.

That when an employee is on stand-by, for call-out, he/she shall be required to be available and shall carry a pager or mobile handset which will be supplied by the Employer.

If an employee is called out while on standby, they will be paid, in addition to their Call-Out-Standby pay, an Emergency Call-Out as per article 11.02.01. If the call-out occurs immediately prior to or immediately following a scheduled shift, the employee will be paid overtime as per clause 11.01.01 or an Emergency Call-Out, whichever is lesser.

The employee who is on Call-Out-Standby will receive all snow and ice Emergency Call-Out opportunities. For clarification purposes, this means that bargaining unit employees who are on Call-Out-Standby will receive the Emergency Call-Out opportunity, for snow and ice control only, prior to other staff, including the Operations Manager.

Section 3

11.03.01 Allocation of Overtime

Overtime shall be allocated to the senior employees on a crew who are willing and qualified to perform the available work. Emergency call-out shall be allocated as per the emergency call-out list. If all qualified employees are unwilling to work the required overtime, the work will be assigned to the junior qualified employee.

ARTICLE XII - STATUTORY HOLIDAYS

Section 1

12.01.01 Entitlement

The recognized Statutory Holidays shall be as follows:

New Year's Day	Victoria Day
Good Friday	Easter Monday
Canada Day	B.C. Day (being the first Monday in August)
Labour Day	Remembrance Day
Thanksgiving Day	Boxing Day
Christmas Day	Family Day

or any additional day proclaimed by the Federal or Provincial Government.
When a statutory holiday falls on Saturday and/or Sunday, the following Monday
and/or Tuesday shall be deemed to be the holiday.

Section 2

12.02.01 Payment of Statutory Holidays

Except as provided for in paragraph 12.02.04 of this Article, all employees shall be paid for statutory holidays at their regular rate of pay without being required to render service on such holidays, provided the employee works the scheduled working days previous to such holiday or the scheduled working day following such holiday, regardless of whether the holiday falls on a working day or not.

12.02.02 Rate of Pay

All work performed on any such holiday shall be paid at one and one-half times (1 1/2x) the employee's regular rate, in addition to any pay received in accordance with provisions of paragraph 12.02.01 of this Article or in concurrence with paragraph 12.02.04.

12.02.03 Statutory Holiday during Annual Vacation

When such holiday falls during an employee's vacation with pay, he/she shall receive an additional day's vacation with pay in lieu thereof.

12.02.04 Compensation for Work on Statutory Holiday

An employee of the Airport scheduled to work on any recognized statutory holiday shall, as soon as possible thereafter, but at a mutually agreeable date between the Employer and the employee, be given one and one-half (1 1/2) days off work with pay in lieu thereof; or pay, if the employee and the Employer mutually agree.

ARTICLE XIII - ANNUAL VACATION

Section 1

13.01.01 Entitlement

Vacation entitlement shall be in accordance with completed continuous years of service as follows:

1 year	Accumulate 1.25 days per month
2 to 5 years	15 days
6 to 8 years	18 days
9 to 19 years	20 days
20 to 30 years	25 days
Over 30 years	30 days

13.01.02 Employees Other than Full Time

Employees other than full time shall receive a proportionate increase based on the foregoing scale in lieu of taking vacation on two thousand eighty (2,080) hours of work representing one (1) year.

Section 2

13.02.01 Vacation

At the employee's discretion, but subject to operational needs, the vacation periods set out in this Article may be split provided no portion of the vacation thus taken is less than one week's duration. Employees may split their vacation entitlement twice in each vacation year.

An employee may use five (5) vacation days per year as floater days, to be taken at a time mutually agreed between the employee and the Airport Manager. The use of floater days will not be unreasonably denied.

Notwithstanding the above, with the approval of the Airport Manager, up to five (5) working days of earned vacation will be allowed to be taken during the winter months. Winter months are defined as the period of November 15 to April 15 inclusive.

13.02.02 Seniority

Senior employees shall be given preference in the selection of vacation periods.

ARTICLE XIV - SICK LEAVE

The Employer will provide paid sick leave for all employees who have completed three (3) months or more of service. Employees shall be paid 100% of regular salary until the 89th calendar day of any one sickness.

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 be unavoidable.

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

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

Fraudulent use of sick leave shall be subject to the appropriate discipline. No payment shall be made under this Article in respect of injuries arising in the course of other employment.

ARTICLE XV - PREGNANCY/PARENTAL LEAVE

Section 1

15.01.01 Application for Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted in accordance with the applicable provincial regulations. A request for pregnancy/parental leave must be supported by a Certificate from a Medical Practitioner.

15.01.02 Pregnancy/Parental Leave

Where a Doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of six (6) weeks without pay will be allowed. The employee intending to return to work after leave such shall provide the Employer with at least four (4) week's notice of return from pregnancy/parental leave. The employee shall be reinstated in his/her former position with all benefits to which the employee would have been entitled had the leave not been taken. The total pregnancy/parental leave, for Clause 15.01.01 and 15.01.02, may not exceed fifty-two (52) weeks.

15.01.03 Leave Without Pay/Continuing Seniority

The period or periods of absence authorized by the foregoing paragraph shall be designated pregnancy/parental leave and such leave shall be granted without pay and without loss of seniority.

15.01.04 Replacement by Temporary Employee

Any replacement of an employee qualifying under this Article shall be considered a temporary employee under the terms of this Agreement.

15.01.05 Return to Work

Employees desiring to return to regular employment following pregnancy/parental leave shall notify the Employer at least four (4) weeks prior to the desired date of return.

ARTICLE XVI - BENEFITS AND HEALTH CARE PLANS

Health Care Plans and the Pension Plan are only available to regular employees. The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy. The following is a summary of the policies only that are contained in the plan documents. If there is a difference between this summary and the plan documents, the plan documents will prevail. The Employer agrees to provide benefits comparable to those described throughout the life of this Agreement.

Section 1: Health Care Plans

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;
 - (iii) 50% of the current approved schedule of fees for Orthodontic Services to a lifetime maximum of \$3,000 per person.
- d. Basic Life Insurance: 100% of the premium of a life insurance plan providing coverage of 200% of salary and insurance for AD&D and dependent life (spouse: \$5000, child: \$2500).
- e. Long Term Disability: 85% of the premium for a long term disability plan providing 66 2/3% of the employee's current salary.

Section 2: Pension

The Defined Contribution Plan covers regular employees. Employees covered by the Defined Contribution Plan are required to contribute, by payroll deduction, 6% of their pensionable earnings. The Employer shall contribute an equal amount to the employee's contributions.

ARTICLE XVII - SAFETY

17.01.01 Safety Committee

There shall be a Union-Management Safety Committee composed one (1) representative from the Employer and one (1) representative from the Union. Both Parties in making their appointments shall be motivated by the need to select representatives who shall be best capable of promoting safety on the job.

17.01.02 Meetings

The Joint Safety Committee shall hold monthly meetings on a designated day agreeable to the majority, or upon request of either party, and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

17.01.03 Minutes

Minutes of all Joint Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and to the Union and to the Workers' Compensation Board, and a copy shall be posted on the bulletin boards as provided for in paragraph 1.01.06.

17.01.04 Payment

Time spent by an employee in the performance of their duties as a member of the Joint Safety Committee shall be considered as time worked provided the meetings are held during regular working hours and payment shall be on the basis of straight time only.

17.01.05 Provision of Protective Clothing

Employees assigned to jobs where ordinary clothing is not adequate, shall be provided with the necessary protective clothing namely, parkas, coveralls, goggles, slickers, high rubber boots, plastic gloves, hard hats, and liners as approved by the Employer. Such clothing shall be issued by or through the Airport Manager, and shall remain the property of the Employer. Any such clothing subject to contamination shall be properly sanitized before re-issue.

17.01.06 Time Allowance for Clothing Change

When required, sufficient time will be provided for clothing change.

17.01.07 New Boot Allowance

The Employer will pay, each year, a boot allowance of one hundred dollars (\$100.00) dollars for regular employees. Allowances will be paid on February 1st of each year to those actively working.

ARTICLE XVIII - EFFECTIVE AND TERMINATING DATES

Section 1

18.01.01 Effective and Terminating Dates

This agreement shall remain in effect for a period of sixty (60) months commencing January 1, 2020, 0001 hours, and expiring at 2400 hours (midnight) December 31, 2023 and shall not terminate at the expiration of that period unless notice in writing of the termination has been given by one Party to the other. Notice to bargain may be given within four (4) months immediately preceding the date of expiry of this Agreement. Either Party may, within the period of four (4) months immediately preceding the date of expiry of this Agreement, by notice, require the other Party to commence collective bargaining.

Section 2

18.02.01 Present Conditions and Benefits

All addendum, appendices, schedules or other attachments to this Agreement, which have been signed and dated by the authorized representatives of the Employer and of the Union, shall form part of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers there unto lawfully authorized in that behalf

this 11th day of December, 2019

CANADIAN UNION OF PUBLIC EMPLOYEES
Local 2090 Cranbrook Airport Workers

ELEVATE AIRPORTS INC.

Signed on behalf of:

Signed on behalf of:




Marlene Assuncao, President



Tristen Chernove, Elevate Airports Inc



Gord Adams, Committee Member



Keith Nielson, National Representative

SCHEDULE "A"

REGULAR FULL TIME EMPLOYEES

CUPE LOCAL 2090 (AIRPORT)

ADAMS, Gord

SCHEDULE "B"

JOB CLASSIFICATION AND PAY SCHEDULE

Position	January 1, 2020 (2%)	January 1, 2021 (2%)	January 1, 2022 (2.2%)	January 1, 2023 (2.3%)
Airport Technician	30.16	30.76	31.44	32.16

APPENDIX I

LETTER OF UNDERSTANDING

between

ELEVATE AIRPORTS INC.

and

C.U.P.E. LOCAL 2090 (CRANBROOK AIRPORT WORKERS)


REGULAR PART-TIME EMPLOYEES

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

1. **Statutory Holidays:** 4.25% bi-weekly for all straight time hours worked in lieu of statutory holiday pay.
2. **Vacation and Sick Leave Entitlement:** The same proportion as the number of hours worked in the month compared with the normal hours of work specified for a full-time regular employee. The qualifying period for the increased accumulation for vacation leave benefits shall not be prorated.
3. **Severance:** When 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 position to produce the severance pay benefit.
4. **Bereavement/Maternity:** Shall not be prorated.
5. **Call back:** The minimum payment shall be four (4) hours pay at the straight time rate.
6. **Medical/Dental:** Shall not be prorated.
7. **Pension:** Per the Pension document.
8. **Life/LTD:** Based on percent of earnings (must regularly work 20 hours per week to qualify).

Signed on behalf of:

Signed on behalf of:



Marlene Assuncao, President CUPE 2090



Tristen Chernove, Elevate Airports Inc.

