

# COLLECTIVE AGREEMENT

BETWEEN:

GATE GOURMET CANADA INC.  
herein referred to as "the Company"

- and -

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401  
herein referred to as "the Union"

Renewal: July 26<sup>th</sup>, **2023**

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This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

BETWEEN:

GATE GOURMET CANADA INC.  
herein referred to as the "Company".

- AND -

UNITED FOOD AND COMMERCIAL WORKERS  
CANADA UNION, LOCAL NO. 401,  
herein referred to as the "Union".

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote efficient operations.

#### Article 1 – Recognition of Bargaining Agent

- 1.01 The Company recognizes the Union as the sole collective bargaining agency of all employees of Gate Gourmet Canada Inc. in its Airline Services Division, working at or out of the Flight Kitchen and Trucking/Commissary at the International Airport, Nisku, Alberta, save and except department heads and other supervisory personnel, persons above the rank of supervisor and office staff.

## Article 2 – Union Security

- 2.01 An employee who is now or hereafter becomes a member of the Union shall maintain ***their*** membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days of actual employment, apply for and maintain membership in the Union as a condition of employment.
- 2.02 All employees now covered by the terms of this Agreement shall be required to sign a form which authorizes the deduction of initiation fees and Union dues on a monthly basis. All new employees shall be required within their first thirty (30) days of actual employment to sign such an authorization form. The Company shall carry out the deduction of Union dues and initiation fees as a condition of employment for any employee so affected.
- 2.03 Union dues shall be remitted by the Company to the Union with a list of employees for whom the deduction has been made on or before the last calendar day of the month following that in which the collections are made. The Union shall indemnify and save harmless the Company from all claims, demands, actions, or causes of action which may arise out of or in any way connected with the collection of Union dues in accordance with the terms of this article.
- 2.04 The deduction of Union dues for employees covered by this Agreement will commence as of the date of receipt of an employee's first pay cheque.
- 2.05 Where reference is made to the masculine throughout this Agreement it shall mean both masculine and feminine.
- 2.06 For any month during which employees are hired or terminated,

the Company agrees to provide the Union with a list containing the names and addresses of each employee and ***their*** Social Insurance Number. Such list will be provided in the month following the hiring and/or terminations.

- 2.07 Employees who have accepted a non-union administrative or Management position within the Company shall, at the mutual agreement of the Company and the Union, be allowed to re-enter the Union within six (6) months, with no loss of seniority.
- 2.08 Upon mutual agreement, the Company may submit dues electronically in a manner acceptable to both parties.
- 2.09 *The Company shall, within thirty (30) days of hiring new employees, submit to the Union the original Union Membership Application.***
- 2.10 *The Company will supply the following information to the Union monthly***
- ***Employee number***
  - ***Current rate of pay***
  - ***Name in full***
  - ***Social Insurance Number***
  - ***Last known phone number***
  - ***Date of birth***

***The Company will supply the following information to the Union quarterly***

- ***Status PT or FT***
- ***Employment status***
- ***Email address if known***
- ***Termination date***
- ***Last known Mailing address***



### Article 3 – Union Representation

- 3.01 The Company agrees to recognize three (3) Union Stewards appointed by the Union from among the employees to handle grievances of the employees and without pay for the purpose of negotiations with the Company. Said Stewards shall be allowed time off from their work for the purpose of conducting necessary Union business provided that such time off will not interfere with their work. The Stewards or any Union Representative must, prior to conducting necessary Union business on Company premises or during working hours, obtain the consent of the Manager and such consent shall not be unreasonably withheld.
- 3.02 Union members or Stewards will not be discriminated against by the Company, or any of its Management representatives, for lawful Union activities or for reporting to the Union violations of any provisions of the Agreement.
- 3.03 The Union agrees to advise the Company in writing of the names of the Stewards, and no Steward will be recognized by the Company or elected or appointed by the Union unless **they have** completed the probationary period as outlined in this Agreement.
- 3.04 The Company agrees to allow the Union a fifteen (15) minute presentation that will be included in all new employee orientations. The purpose of the presentation will be to help the new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. A Union official will deliver the Union portion of the orientation or in the event the Union requests, the Company will present the same in an audio visual format.

## Article 4 – No Strikes or Lockouts

- 4.01 There will be no strike, stoppage, slowdown, or restriction of output during the life of this Agreement.
- 4.02 There shall be no lockout of employees during the life of this Agreement.

## Article 5 – Bulletin Board

- 5.01 Union owned locked bulletin boards shall be placed in a conspicuous location and be designated for Union information only. The Union will provide the locked bulletin board but the Company will install it. Notices must be submitted to the Manager or ***their*** designate for ***their*** approval and initials, prior to posting them, approval not to be unreasonably withheld.

***The Union shall provide a locked cabinet in a mutually agreed upon and designated area of the unit for use by the Union Labour Relation Officer and Shop Stewards. Access to the cabinet by the GM/designate will be limited to safety/security inspections and audits. The Union shall be notified when these inspections or audits have occurred.***

## Article 6 – Seniority

- 6.01 Seniority shall be based on the length of continuous service with the Company at the Flight Kitchen and Trucking/Commissary at the International Airport, Nisku, Alberta.
- 6.02 An employee's first ninety (90) days of work (extended by absences in excess of thirty (30) days) shall be a probationary period, and an employee shall not attain seniority until the

expiration of the probationary period when the employee's seniority shall then be dated back to the employee's last date of hiring.

- 6.03 Probationary employees shall have recourse to the grievance procedure after thirty (30) days of work from their date of hiring by the Company except that such employees shall not be entitled to grieve in matters relating to termination of employment or lay-off during their probationary period.
- 6.04 Separate seniority lists for full-time and part-time employees shall be prepared covering the employees covered by this Agreement and they shall contain the names and last hiring date of each of the employees. The seniority lists shall remain posted on the bulletin board and a copy of the seniority lists shall be sent to the Union and revised quarterly. Prior to posting, the Company will provide a written copy of any seniority adjustment to each affected employee and will review the adjustment with the employee. Any objection to the seniority adjustment must be filed within thirty (30) days of the posting date. If an objection is filed after the thirtieth (30) day, the Company will make any corrections, if warranted, but there will be no liability for any claims made beyond the thirty (30) day objection period.

Seniority rights shall be exercised exclusively amongst full-time employees for full-time positions and amongst part-time employees for part-time positions.

- 6.05 In all cases of bidding on new jobs or vacancies, lay-off and recall where, as to the job in question, the ability, skill, efficiency, and merit of two (2) or more employees are equal, the employee with the greatest seniority shall receive preference. There will be no job-bumping privileges, except in the case of a lay-off of greater than five (5) consecutive working days provided the bumping employee has the skill, efficiency, and merit to do the

job to which **they are** bumping. The employee shall be paid at the appropriate rate of pay for that classification.

- 6.06 The Company will give a minimum of one (1) week's notice of lay-off to employees who have completed the probationary period, provided such notice shall not apply in the event of a lay-off which results from Force Majeure, breakdown of operations, or labour dispute.

In cases of where the Company is laying off an employee, the Company agrees to contact the Union Representative in order to facilitate attendance of the Union Representative at the meeting.

In cases of where the lay-off is unforeseen the Steward shall be in attendance, if available, and a copy of the lay-off notice shall be sent to the Union office.

- 6.07 (a) When a vacancy occurs for any present or new classification covered by this Agreement, a notice of the vacancy will be posted for a period of five (5) days. Employees may apply in writing to fill the vacancy, and the selection will be made by the Company in accordance with the terms of Article 6.05.
- (b) Job postings shall be posted on the Company bulletin board. A copy of all job postings will be supplied to the Union Steward and the Union Steward will be notified of the successful applicant, with a copy to the Union office. The Company will forward a copy of all job postings to the Union office. The Company agrees to advise absent employees of such job postings.
- (c) Employees leaving on vacation may elect to advance bid on job postings that may become available during their absence.

- (d) ***Upon being laid-off, employees will notify the Company of their interest in receiving job postings within their departments during lay-off and will provide their email address to receive said job postings. The day the job is posted the Company will then provide interested employees with said job postings through the email address provided. The Company has no obligation to provide laid-off employees with said job postings if they have not expressed an interest in receipt through the method stated herein.***

- 6.08 (a) An employee who moves from one department to another department shall not exercise ***their*** bargaining unit seniority for a period of one (1) year, for the purpose of preference of shifts or preference of jobs in that department. Such employee will retain ***their*** bargaining unit seniority pertaining to all other matters (see L.O.U. ***#2***).
- (b) An employee who transfers from one status to another status shall be accorded seniority from the first group which shall be credited as follows:
- (i) An employee transferring from part-time to full-time will be credited with one half (1/2) of their part-time service.
  - (ii) Employee's transferring from full-time to part-time shall be credited with all their full-time service.
  - (iii) An employee transferring from part-time to full-time that has previously worked as a full-time employee shall be credited with their full-time service plus one half (1/2) of their part-time service.

- (c) Full-time employees who are scheduled for less than five (5) days of work may choose to maximize their work schedule up to five (5) days within their department, provided they have more seniority and that they have the skill, ability, and efficiency to perform the work required. The Company agrees to provide a period of workplace familiarization not to exceed two (2) working days.

Kitchen Department	Includes: First Cook, General Kitchen Help, Pot Wash/Dishwasher, Final Assembler, Load Control, Galley Builder, Food Preparation Specialist, and Maintenance Person.
Trucking/Commissary Department	Includes: High Lift Driver, Commissary, and Stockroom Clerk.

- (d) ***Part-time employees are defined as employees that are available sixteen (16) hours or more a week.***

## Article 7 – Termination of Seniority

7.01 Seniority of an employee shall be deemed to have been lost and employment terminated for any of the following reasons:

- (a) An employee quits or is discharged for just cause, provided that if an employee files a grievance in respect of ***their*** discharge, the matter of ***their*** seniority will be subject to whatever agreement or decision is made pursuant to the Grievance Procedure in Article 20 hereof;
- (b) An employee fails to report for work within seventy-two (72) hours after recall from a lay-off, unless the laid-off

employee is employed elsewhere at the time of recall; and in such cases, the recalled employee shall be given three (3) additional days to report for duty. In any case, the employee must respond within forty-eight (48) hours with their intention to report.

The Company will send the recall notice by registered mail to the employee's last known address on file with the Company and will send a copy to the Union office.

Recall shall be extended if, upon recall, an employee is unable to report due to illness or accident. Any extension granted shall be only for the duration of the illness or incapacity from accident, and the Company may require the employee to provide written confirmation from a doctor in cases of illness or accident. The Company will consider requests for an extension of recall for reasons other than illness or accident based on the merits of the request and the needs of the operation.

- (c) An employee is laid-off due to the lack of work for a period in excess of eight (8) months or lessor of seniority;

***In the event of an emergency declared by the Government and applicable to the Company's business, the eight (8) month lay-off shall be extended for an additional sixteen (16) months for a total of twenty-four (24) months.***

- (d) Is absent from work for two (2) consecutive working days without authorization or without a reasonable excuse;
- (e) Overstays an authorized leave of absence without authorization or does not have a reasonable excuse;

- (f) Uses a leave of absence for reasons other than agreed to by the Company.
- (g) An employee who has restricted ***their*** availability and has failed to be available for any scheduled shifts within a thirty (30) day period. (For clarification, all correspondence by employees regarding their availability must be communicated to the Company in writing).

***Notwithstanding approved absences, any part-time employee who declines two (2) shifts within their restricted availability in a thirty (30) day period.***

## Article 8 – Management Rights

8.01 The Union acknowledges the exclusive function of the Company to manage the enterprise in which it is engaged, and particularly to:

- (a) Maintain order, discipline and efficiency, direct the working force and determine schedules of work;
- (b) Hire, discharge, transfer, promote, demote, or discipline employees provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) All matters concerning the operations of the Company's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility;



- (d) In order to maintain efficiency as referred to in (a) above may be fully effectuated and that there may be full co-operation between the Company and its employees, it is agreed that the Union, as well as Stewards, will not encourage any inefficiency or misconduct on the part of an employee or group of employees;
- (e) It is Management's intention not only to require efficiency but to promote the efficiency of its employees and, where desirable, to institute and maintain training programs and to select for advancement, employees who display interest, aptitude, and efficiency. Should two (2) or more employees be relatively equal in interest, aptitude, and efficiency, then seniority shall be the governing factor.

8.02 None of the foregoing powers, rights and/or functions shall be exercised by the Company so as to be in contravention or violation of any of the specific provisions set forth elsewhere in this Agreement.

## Article 9 – Medical Examinations

9.01 It is recognized that all employees may be required, to comply with Federal or Provincial laws, to submit to medical examinations as it pertains to this industry. Any such examination shall be carried out by a medical practitioner and it is recognized that the Company shall have the right, in accordance with privacy legislation, to obtain a copy of any positive medical findings as it relates directly to the specified laws stated herein and/or customer requests. The Company shall bear the cost of any such medical examinations, except for pre-employment examinations.

9.02 It is understood that employees shall not lose wages as a result

of having to attend a medical examination arranged for by the Company when asked to report during working hours.

## Article 10 – Hours of Work and Overtime

- 10.01 (a) The basic work week shall commence at 00:01 on Monday and run through 23:59 the following Sunday.
- (b) The normal hours of work shall be made up of five (5) shifts of eight (8) hours per shift. This shall be the basic work week. If shift schedules are changed by mutual consent, then the parties will discuss the application of the overtime rate after hours of shift work. The Company does not guarantee to provide any hours of work per day or per week.
- (c) The Company can establish a four (4) day, ten (10) hour shift subject to operational requirements. The feasibility of such shifts will be determined by the Company. These shifts must not result in increased costs due to additional employees being scheduled, increased overtime, or additional pay on Statutory Holidays.
- (d) As business demand changes are received from our customers, they will be immediately reflected in the then current work schedules. However, the Company will endeavour to ensure that the impact on employee schedules is kept to a minimum.
- Concerns regarding work schedules should be addressed at the Joint Union/Management meetings.
- (e) All full-time employees shall be scheduled to work their normal hours of work prior to any part-time employees

being scheduled any hours of work within their department, subject to merit, ability, and efficiency.

- (f) Part-time employees shall be called in to work according to their seniority within their department, subject to merit, ability, and efficiency.

- 10.02 Overtime at the rate of time and one half (1 1/2 X) shall be paid after eight (8) hours of work on an eight (8) hour shift or in excess of ten (10) hours on a four (4) day, ten (10) hour shift.
- 10.03 In the event that a full-time employee is called into work on ***their*** day off or is asked to stay after ***their*** regular scheduled shift and they accept the work assignment, then the employee shall be paid at the rate of time and one half (1 1/2 X) for the first four (4) hours and double (2X) the hourly rate for the remainder of the shift. To be eligible for this overtime, a full-time employee must have worked five (5) shifts (four (4) shifts for employees who normally work ten (10) hour shifts) during the basic work week. This article also applies to part-time employees who work a forty (40) hour week. The Company agrees that when employees are called into work on their day off, the Company will not alter schedules later in the week for the purpose of reducing the foregoing benefit.
- 10.04 For the purposes of computing hours of work, it is understood that rest periods shall be included but the meal of an employee is not included. It is understood that rest period will be fifteen (15) minutes in duration. It is also understood rest periods will be scheduled as near midway between the starting of the shift and lunch break, and mid-shift between lunch break and the end of the shift.
- 10.05 Days off shall be on a consecutive basis whenever it is practical to do so.

10.06 Employees working regular scheduled shifts shall be granted a lunch or meal period of one half (1/2) hour on the employee's own time which shall be scheduled between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hours of work. For ten (10) hour shifts the meal will be scheduled between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of work. If mutually agreed to between the employee and the Company, the meal break shall be reduced.

10.07 There shall be no split shifts.

10.08 The Company will post work schedules. Except in the event of circumstances beyond the control of the Company, employees will be given at least seventy-two (72) hours prior notice of general change in the work schedule. Such change shall include a change in the employee's days off, or a change of more than four (4) hours in the employee's starting time from the previous schedule.

The Company agrees to post, by Friday of each week, a schedule of work for all employees for a two (2) week period commencing the following Monday.

10.09 Employees regularly working a ten (10) hour shift shall be entitled to an extra ten (10) minute paid rest break.

10.10 All staff are required to record time in not more than five (5) minutes before the start of their shift, or to record time out not more than five (5) minutes after the end of their shift, dressed in working clothes. The Company agrees to notify employees when time records are altered or changed.

10.11 Wherever possible, in the assignment of hours to part-time employees, the allocation shall be done so that the greatest number of daily **scheduled** available hours are provided in accordance with seniority.

- 10.12 Whenever possible, the Company agrees to notify employees three (3) hours prior to the completion of their scheduled shift in cases of overtime in excess of one (1) hour during the working day.
- 10.13 Overtime shall be offered to employees on duty, in their classification in their department, in order of seniority. In the event that there are not enough volunteers to work the necessary overtime, the Company may assign overtime in order of reverse seniority to employees on duty in their classification in their department, until the required overtime assignments have been fulfilled. The Company agrees to use the minimum number of employees necessary when requiring overtime.
- 10.14 No employee shall be called in to work for less than four (4) hours in any one (1) day. If no work or insufficient work is available, said employee will be assigned temporary work as is available in order to qualify for the payment of four (4) hours. This provision shall not apply where an employee(s) and the Company have mutually agreed to an alternative arrangement.
- 10.15 When there is a vacancy (vacations, W.C.B., LTD, STD, etc.) of one (1) full week or more as defined in Article 10.01 (a), and the Company requires filling the vacancy, the vacancy will be offered to the senior qualified employee in the bargaining unit.

The above paragraph should only apply to the first vacancy.

- 10.16 When a part-time employee works the basic work week for a period of four (4) consecutive weeks (exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., extended sick leave, vacation, or other leaves of absence to a maximum of six (6) months), a full-time position will be deemed to exist and will be filled in accordance with the terms of this Agreement.

## 10.17 Shift Bids

Every six (6) months, or more frequently if necessitated by business demand, the Company would offer a schedule of available shifts, complete with scheduled starting times and scheduled days off, to all employees within the classification and department. Full-time employees within the department and classification would be invited to select, in order of departmental seniority, their preference of shift from those available. Any remaining shifts would be offered to part-time employees within the department and classification in order of their departmental seniority.

In the event of approved leave of absence or illness/vacation, temporary appointments may be made by the Company, according to seniority. An employee who is absent for any reason during the shift bidding process will be notified and will choose their shift by proxy. The re-bidding of shifts will not occur if an employee chooses not to bid on a shift by proxy.

- 10.18 The Company shall agree that there will be twelve (12) hours between shifts, unless mutually agreed between the employee and the Company. In any event there shall not be less than ten (10) hours rest between shifts.
- 10.19 Outside of working hours and following notification to the Manager or Supervisor, a Shop Steward will be allowed to make a copy of a department schedule and remove the copy from the unit. The Union agrees to deal with the copied schedules in a confidential manner.
- 10.20 Full-time employees wishing to change their status to part-time must provide the Company with two (2) weeks written notice of such request. The Company agrees that it will approve such requests based on an individual basis and in line with operational

requirements ***and pursuant to Article 6.08 (d) of the Collective Agreement.*** The Company agrees that it will act reasonably in this matter when considering requests. Part-time employees may only change status by bidding into a full-time vacancy when they occur pursuant to Article 6 of the Collective Agreement.

## Article 11 – Payment for Meals

- 11.01 Employees who work for more than four (4) hours in any work day shall be provided with a meal and shall be charged one dollar fifty (\$1.50) cents per day. The meal time is not included in calculating hours of work.
- 11.02 The Company agrees that employees can bring their own meals to be kept in the lunchroom fridge only. Those who bring their own lunch will continue to pay the meal charge specified in Article 11.01 to cover beverage costs.
- 11.03 A Union Representative or Shop Steward may from time to time meet with a representative of the Company to discuss ideas on meal content that are within staff meal budget.

## Article 12 – Wage Rates and Work Classifications

- 12.01 Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement. When the Company creates a new job classification, they will meet with the Union to negotiate rate of pay.

## Article 13 – Employee's Pay Day

- 13.01 The Company will deposit an employee's pay directly into a financial institution of the employee's choice. The Company agrees to distribute payroll statements on the payday selected by the Company during the employee's lunch hour, or a time mutually satisfactory.
- 13.02 Normal pay periods cover a term of two (2) weeks from Monday morning to Sunday midnight, and pay statements shall be issued on Tuesday, nine (9) days after the pay period ends.
- 13.03 The Company also agrees to rectify any payroll mistakes and make the adjustments to the employee involved by the pay day following the one in which the error was made. Should there be major problems with an employee's pay (i.e. pay does not include requested vacation pay), the Company will, as soon as possible and using best efforts, issue a cheque to the employee to remedy the problem.

The Company is committed to the early resolution of payroll errors. If an employee believes they were paid incorrectly, they should immediately bring it to the attention of their Department Manager. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Unit Manager or the Union.

- 13.04 There shall be no pyramiding of overtime or other benefits as provided for in this Agreement.
- 13.05 Vacation pay shall be calculated and paid on a separate pay cheque.



## Article 14 – Temporary Assignments

- 14.01 (a) When an employee is requested to perform the duties of another employee at a higher rate of pay for more than two (2) hours, the employee shall receive the higher rate of pay for all the time employed at this position. In the event of an employee rendering temporary service in a position ordinarily paying a lower wage, ***their*** regular rate shall not be reduced.
- (b) Management will assign employees to relieve for vacation, Weekly Indemnity, W.C.B., and all approved leaves of absence, amongst qualified employees, by seniority.

## Article 15 – Paid Holidays

- 15.01 All employees who are covered by the terms of this Collective Agreement shall receive the following holidays with pay after thirty (30) working days as pursuant to the Alberta Employment Standards Code:

Victoria Day	Canada Day
Civic Holiday (August)	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	New Year's Day
Good Friday	Remembrance Day
Family Day	

and all other public holidays proclaimed by Federal and Provincial Governments.

- 15.02 Employees who do not work on the aforesaid holidays shall receive their normal earnings for the holiday based on their

regular hourly rate. The maximum entitlement is eight (8) hours pay.

- 15.03 Employees shall qualify for holiday pay only if they have worked on the scheduled day immediately prior to the holiday and on the scheduled day immediately after the holiday unless one of these days was the regularly scheduled day off for the employee.
- 15.04 If an employee works on a paid holiday as listed herein, and if the paid holiday is the employee's day off, then the employee shall be paid four (4) hours at time and one half (1 1/2 X) and four (4) hours at double (2X) time for all hours worked and **they** shall also receive **their** holiday pay if **they are** entitled to receive this pay under this article.
- 15.05 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of a holiday, **they** shall not receive any holiday pay.
- 15.06 If a paid holiday falls within the vacation period of an employee, then at the option of the employee, the employee shall be given a day off with pay, or receive the appropriate holiday pay. Should an employee choose to take the day off, the day off shall be scheduled at a time mutually agreed, either the day prior to the commencement of the vacation or the day immediately following the vacation, however, no later than two (2) weeks following the end of the vacation.
- 15.07 An employee shall not be disqualified from receiving holiday pay under the terms of Article 15.03 in the event that the employee was absent on either or both of the days referred to herein due to sickness or injury or authorized leave of absence, provided that the absence of the employee commenced no earlier than in the week prior to the week in which the holiday occurred.

## Article 16 – Vacations with Pay

- 16.01 (a) For the purposes of computing the term of employment and the amount of vacation pay to which an employee is entitled, it is recognized that service anniversary shall apply.
- (b) The Company agrees that applications for vacations shall be submitted by the employee not later than February 1<sup>st</sup>. Employees not submitting a preferred period may not get the vacation **they** prefer.
- (c) Vacation pay shall be paid to the employee on the payroll immediately preceding an employee's vacation. If an employee plans to take their vacation in several parts, they may request to have their vacation pay paid in one lump sum, or several parts. A part is calculated by taking the vacation accrual divided by the weeks of entitlement. An employee can choose to have one (1) or more parts paid when taking their vacation. All employees must take their annual vacation. The Company agrees to show the employee's vacation accrual on their pay stubs.
- 16.02 Employees who have been employed less than one (1) year shall be paid vacation in accordance with the Provincial legislation.
- 16.03 Employees who have completed one (1) year of continuous service, but less than four (4) years shall receive two (2) weeks vacation with pay. Vacation pay is to be calculated at four (4%) percent of gross earnings over the previous twelve (12) months for the year immediately preceding April 1<sup>st</sup>.
- 16.04 Employees who have completed four (4) years of continuous

service, but less than ten (10) years shall receive three (3) weeks vacation with pay. Vacation pay is to be calculated at six (6%) percent of gross earnings over the previous twelve (12) months for the year immediately preceding April 1<sup>st</sup>.

- 16.05 Employees who have completed ten (10) years or more of service in any year shall receive four (4) weeks vacation with pay. Vacation pay is to be calculated at eight (8%) percent of gross earnings over the previous twelve (12) months for the year immediately preceding April 1<sup>st</sup>.
- 16.06 Vacation schedules shall be posted by March 1<sup>st</sup> in each year. In scheduling vacations, seniority shall be recognized. So long as the efficiency of the operation is not impaired, the Company shall take every reasonable step so as to permit employees to enjoy a period of vacation during the summer months. The Company shall inform the employees by March 15<sup>th</sup> of each year as to whether their requested vacation is approved or not. The Company may schedule vacation for those employees that have not scheduled all or part of their annual vacation by June 1<sup>st</sup> of each year.
- 16.07 Any unpaid vacation accrual for the previous year ending March 31<sup>st</sup> will be paid to the employee at the end of the entitlement year.

## Article 17 – Uniforms and Protective Clothing

- 17.01 ***Smocks, Commissary, and Stockroom uniforms and protective articles of apparel worn by employees on duty including protective gear***, shall be supplied, maintained, and laundered by the Company. Same shall not be removed from Company premises and shall be returned at the expiration of employment by the employee before being paid the balance of wages still unpaid.

- 17.02 The Company shall provide all employees who complete their probationary period, a safety shoe allowance of up to **one hundred and sixty (\$160.00)** dollars once per rolling twelve (12) month period to reimburse said employees for the purchase of Company approved, CSA type, safety shoes. Such safety footwear shall be a condition of employment and must be worn at all times while on duty.
- 17.03 The Company shall provide uniforms for Customer Service employees.
- 17.04 The Company shall also provide a once-a-year allowance of one hundred (\$100.00) dollars for full-time employees working in the fridge, sixty (\$60.00) dollars for part-time employees working in the fridge, for the purchase of cold weather gear.**

#### Article 18 – Leave of Absence

- 18.01 Employees may, at the discretion of the Company, be granted a leave of absence without loss of seniority. Permission to obtain a leave of absence must be requested in writing at least sixty (60) days prior to the leave and the Company must confirm the granting of a leave of absence in writing at least forty-five (45) days prior to the leave. The time limits shall be waived when the request for the leave is for compassionate or bereavement reasons, or for extraordinary circumstances. A copy of the confirmation shall be sent to the Union. The leave of absence will not be unreasonably denied when the request for leave constitutes a valid circumstance.

***The Parties recognize that employees may be entitled to job protected leaves of absence as outlined in the Alberta Employment Standards Code. Employees may consult with***

***local HR and/or their Union Representative for further information.***

## 18.02 Bereavement

Employees who suffer bereavement in their immediate family shall receive bereavement leave of absence without loss of pay up to a maximum of four (4) working days. For the purposes of this article, the immediate family shall include mother, father, husband, wife, legal dependent, common-law spouse, same sex spouse, son, daughter, brother, sister, father-in-law, mother-in-law, and grandparents. Legal dependent shall be defined as any individual living in the home which the employee is legally responsible for.

Employees who suffer bereavement of an aunt, uncle, nephew, or niece will be granted one (1) day's leave of absence with pay to attend the funeral.

All bereavement leave will be paid at the regular straight-time hourly rate, for loss of scheduled work.

An employee who attends the funeral of a member of ***their*** immediate family outside the Edmonton region shall be granted three (3) days to make arrangements for and attend the funeral. In addition, up to two (2) additional days of unpaid leave may be granted at the discretion of the Company. Such leave shall not be unreasonably denied.

***Additional time off without pay shall be granted upon request, operation permitting, and shall not be unreasonably denied.***

### 18.03 Jury Duty and Material Witness Leave

An employee summoned to jury duty or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid to **them** for such service and the amount **they** would have earned had **they** worked on such days. This does not apply if the employee is excused from such services for the rest of the day, or days, and fails to report back to work, or if such services are required on an employees scheduled day off.

### 18.04 Maternity and Parental Leave

The Company agrees to comply with the maternity and parental leave provisions of the Alberta Employment Standards Code. The Company will meet with the Union to review all applicable legislation to ensure that the maternity and parental leave provisions are appropriate, at the time that an employee requires said leave.

### 18.05 Adoption Leave

The Company agrees to comply with the adoption leave provisions of the Alberta Employment Standards Code. The Company will meet with the Union to review all applicable legislation to ensure that the adoption leave provisions are appropriate, at the time that an employee requires said leave.

### 18.06 Paternity Leave

An employee about to become a father shall be entitled to a leave of absence up to two (2) days for the birth of **their** child; one (1) day of which shall be paid for.

#### 18.07 Union Leave

The Company agrees to allow time off work without pay for employees selected by the Union to attend seminars, Union Schools, Union Conventions, to a maximum of one (1) employee per department at one time and a maximum of three (3) employees to attend negotiations.

#### 18.08 Seniority and Benefit Protection

Seniority shall accrue and benefits shall be maintained during all time off described above. Employees who are granted the foregoing leave of absences may be responsible for the full cost of continuing the Company group insurance health package.

#### 18.09 Family Responsibility Leave

An employee may request up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- (a) The care, health, or education of a child in the employee's care, or
- (b) The care or health of any member of the employee's immediate family, or
- (c) The care or health of an extended family member who resides with the employee and/or is dependent on the care of the employee.

Such request shall not be unreasonably denied.



## Article 19 – Court or Labour Board Decision

- 19.01 In the event that any article or portion of this Agreement is held improper or invalid by a Court of Law or the Alberta Labour Relations Board it is agreed that the remaining articles of this Agreement shall not be made invalid by such a decision and, at the request of either Party, the article shall be negotiated by the Parties; if no such agreement can be reached, the matter shall be presented to an Arbitrator under the arbitration article of this Agreement for final decision.

## Article 20 – Grievance Procedure

- 20.01 Any complaint, disagreement, or difference of opinion between the Parties hereto concerning the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance. The Company, the employee, or the Union may present a grievance.
- 20.02 Within fifteen (15) working days (excluding Saturdays, Sundays, and General Holidays) of the event causing the grievance, the employee involved, together with a Union Representative if **they** so wish, shall submit the grievance in writing to the Department Manager, and they shall endeavour to settle the grievance.
- 20.03 If settlement is not reached within thirty (30) working days (excluding Saturdays, Sundays, and General Holidays) after the filing of the grievance under Article 20.02, such grievance shall be deemed to be settled to the satisfaction of all concerned unless, within the next following period of ten (10) working days (excluding Saturdays, Sundays, and General Holidays), it is referred by the Union to the Centre General Manager or such other representative as the Company may designate in **their** place. A decision will be rendered in writing within ten (10) working days (excluding Saturdays, Sundays, and General

Holidays) by the said Manager or such other designated representative.

- 20.04 The grievance shall be deemed to have been settled to the satisfaction of all concerned in accordance with the written decision referred to in the previous article, unless within ten (10) working days (excluding Saturdays, Sundays, and General Holidays) of the giving of such written decision, either Party notifies the other that it wishes to refer the grievance to arbitration. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 20.05 Any of the time limits set forth herein may be extended by mutual agreement of the Parties.
- 20.06 All controversies as to the interpretation and application of this Agreement that cannot be settled by the representatives of the Company and the Union shall be submitted to arbitration and heard by a single arbitrator. The Parties will attempt to agree upon a sole arbitrator to hear the grievance. Should the Company and the Union fail to agree upon an arbitrator, the Department of Mediation Services will be requested to appoint an arbitrator.
- 20.07 In the event of a grievance by the Company, it shall be filed with a representative of the Union within fifteen (15) working days (excluding Saturdays, Sundays, and General Holidays) of the event giving rise to the grievance and the grievance shall be deemed to have been settled to the satisfaction of all concerned unless within the next following period of thirty (30) working days (excluding Saturdays, Sundays, and General Holidays) the Company notifies the Union that it wishes to refer the grievance to arbitration, in which event arbitration shall proceed as set forth above.

- 20.08 (a) It is agreed and understood that, notwithstanding the provisions of Article 20.07 above, should an employee be disciplined for theft of any kind or manner, from the Company, its customers, employees or suppliers, and should a Board of Arbitration or single arbitrator make a finding of fact to this effect, then the Board of Arbitration or single arbitrator in question shall have no jurisdiction to alter, vary, modify, or rescind the discipline imposed by the Company.
- (b) It is agreed and understood by the parties that, with respect to Article 20.08 (a) of this Agreement, "theft" shall be defined as:
- "The wrongful taking away of the goods of another; the act of stealing; the unlawful seizure of any article or articles with the intention of depriving the lawful owner or owners".
- It is further agreed that "theft" will be deemed to include fraud and embezzlement.
- 20.09 (a) No reprimand shall remain on an employee's file after twelve (12) months, nor shall they be used in disciplinary action after that time.
- (b) An employee will be given a copy of any discipline which will be placed on their personnel file. An employee may request and shall receive copies of any discipline on their personnel file.
- (c) When an employee is required to enter into a meeting with Management which may lead to discipline, a Shop Steward shall be in attendance. In the event that a Shop Steward is unavailable, the Company agrees to contact

the Union to facilitate attendance of a Union Representative. If the matter requiring the meeting is of an urgent nature, (such as an issue related to physical violence or a potential safety threat), and no Shop Steward or Union Representative is immediately available, the employee may be suspended pending the scheduling of the meeting, and any lost time may be the subject of a grievance.

- 20.10 An employee may request to review their personnel file by providing reasonable notice to the Company. The review will take place at a time or times mutually agreed to by the employee and the Company. The review will be conducted in the presence of the Manager and/or ***their*** designate.

Review will take place within a reasonable period of time.

No employee will remove any document from their file, without the express written permission of the Company.

## Article 21 – Health and Welfare Plan

- 21.01 The Company agrees to provide the following benefits to all ***full-time*** employees who have completed three (3) continuous months of employment with the Company:

(a) Life Insurance

Group life insurance coverage in the amount of fifteen thousand (\$15,000.00) dollars shall be provided for employees under the age of sixty-five (65) years.

(b) Weekly Indemnity Plan

Providing a benefit equivalent to the Employment Insurance Accident and Sickness benefit applicable to the individual. Coverage will apply beginning on the first (1<sup>st</sup>) working day of absence due to an accident, or the fourth (4<sup>th</sup>) working day of absence due to illness, for a maximum of twenty-six (26) weeks. The period from the fifteenth (15<sup>th</sup>) day of disability, up to and including the one hundred twentieth (120<sup>th</sup>) day, is to be covered by Employment Insurance Accident and Sickness benefits, and the employee shall be responsible for making application for such benefits through the Commission, in addition to completing the usual application form for coverage under the Weekly Indemnity Plan from the insurance carrier engaged by the Company.

(c) Extended Health Care

This benefit provides an employee and insured dependants with important and necessary hospital and medical services and supplies that are not incorporated in the Provincial and Medicare plan.

After a deductible of fifteen (\$15.00) dollars per individual with a maximum of twenty-five (\$25.00) dollars per family per calendar year has been satisfied, the insurer will pay one hundred (100%) percent of eligible expenses as follows:

- Prescription drugs and medicines
- Prescribed private duty nursing care by a registered graduate nurse
- Local ambulance services (not covered by Provincial Insurance)

- Emergency out-of-country or out-of-province hospital and medical expenses (up to the limitations of the Plan)
- Plus many other services and supplies not provided by Provincial Insurance.

### Semi-Private Hospital Insurance

Pays one hundred (100%) percent of the difference in cost between semi-private room and standard ward level coverage which is paid for by provincial health insurance for as long as hospital confinement is medically required.

The material in (a), (b), and (c) above is intended only to provide a description of benefit coverage. The Company will determine the eligibility and payment of claim.

### (d) Alberta Health Care Insurance

The Company will pay the premiums to the Alberta Health Care Insurance Commission for employees who have completed their probationary periods. There shall be no duplication of coverage for married employees in the event that coverage is provided through their spouse's employment.

### (e) Eye Glasses

The Company agrees to reimburse employees two hundred (\$200.00) dollars every two (2) years towards the cost of prescription glasses.

## 21.02 Dental

The Company shall contribute to the "United Food and

Commercial Workers' Union Dental Care Plan, Group #13901", an amount listed below per hour for every straight-time hour of actual work performed by employees within the bargaining unit.

The Company's contributions to the plan shall not exceed the normally scheduled shift hours of any employee (i.e. forty (40) hours per week).

The Company shall contribute per hour for every straight time of actual work performed during an employee's probationary period provided the employee has completed ***their*** probationary period.

Effective July 27<sup>th</sup>, 2018, the contribution rate shall increase to forty-six (\$0.46) cents per hour.

- 21.03 The Company shall provide a Health and Welfare benefits booklet to all new employees. Any changes to the Health and Welfare benefits booklet shall be provided to all employees, with a copy forwarded to the Union office.
- 21.04 Employees who experience a reduction in hours to below one hundred (100) hours per month and are available to work shall continue to receive the Alberta Health Care benefits, paid for by the Company, for a period of three (3) months commencing the month in which the reduction in hours started. Those employees who are laid-off and to whom no hours are available shall no longer have the Alberta Health Care benefits paid by the Company effective the end of the month in which they are laid-off.
- 21.05 The following adjustments have been made to the Health and Welfare Plan:
  - Ten (\$10.00) dollar maximum dispensing fee

- Drugs: Change to prescription from prescribed

#### Mandatory Drug Substitution:

The plan sponsor will administer the prescription drug program using a “low cost equivalent rule” to enable “mandatory drug substitution” at the pharmacy. When an employee or their dependent receives a prescription from their physician, this rule provides:

- The pharmacist will replace it with a lowest cost equivalent if one is available (typically a generic drug), as long as the pharmacist deems it to be “therapeutically identical”.
  - If the patient requests a higher cost drug (typically a brand name drug on patent), the pharmacist will fill the prescription between the higher priced drug and its “lower cost equivalent”.
- Orthopaedic shoes: One (1) pair per calendar year to a maximum of seven hundred (\$700.00) dollars per year. This requires a recommendation from a licensed physician.
  - Physiotherapy: Reasonable and customary fee per visit to a maximum of one thousand (\$1,000.00) dollars per year.
  - All other practitioners: Reasonable and customary fee per visit to a maximum of one thousand (\$1,000.00) dollars per year combined.

#### **21.06 The Company agrees to provide the Health and Dental benefits to part-time employees who:**

- (i) Are available sixteen (16) hours per week;**



- (ii) Have completed three (3) months continuous months of employment; and**
- (iii) Have worked three hundred ninety-two (392) regular hours in a twenty-six (26) week period.**

**21.07 There shall be a co-payment amount on all part-time benefits as follows: eighty (80%) percent Company paid / twenty (20%) percent employee paid.**

<b><u>Current CBA Benefit Entitlement</u></b>	<b><u>Part-Time Employee Benefits</u></b>
<b>21.01(a) – Life Insurance</b>	<b>Not available to part-time employees.</b>
<b>21.01(b) – Weekly Indemnity Plan</b>	<b>Gate Gourmet insurance not available to part-time employees. Part-time employees can independently seek EI if qualified.</b>
<b>21.01(c) – Extended Health Care</b>	<b>Available to part-time employees with a twenty (20%) percent co-pay by employee (Company pays eighty (80%) percent).</b>
<b>21.01(c) – Semi-Private Hospital Insurance</b>	<b>Available to part-time employees with a twenty (20%) percent co-pay by employee (Company pays eighty (80%) percent).</b>
<b>21.01(d) – Alberta Health Care Insurance</b>	<b>Available to part-time employees.</b>
<b>21.01(e) – Eyeglasses</b>	<b>Available to part-time employees.</b>

<b>21.02 – Dental</b>	<b>Available to part-time employees.</b>
<b>21.04 – Alberta Health Care Insurance</b>	<b>Available to part-time employees.</b>
<b>21.05 – Orthopaedic shoes</b>	<b>Available to part-time employees.</b>
<b>21.05 – Physiotherapy</b>	<b>Available to part-time employees.</b>
<b>21.05 – All other practitioners.</b>	<b>Available to part-time employees.</b>

**21.08    *The deductible set out in Article 21.01 (c) above shall apply to part-time benefits.***

***Entitlement to part-time benefits will be assessed by the Company every twenty-six (26) weeks. Entitlement will be based on the most recent twenty-six (26) week period ending in January or July of each year. On a go forward basis, part-time employees who continue to work three hundred ninety-two (392) hours in a twenty-six (26) week period will continue to receive part-time benefits. However, part-time employees who do not continue to meet the three hundred ninety-two (392) hour threshold in a twenty-six (26) week period will have their benefits deactivated. The Company will provide two (2) weeks' notice of deactivation to employees.***

## **Article 22 – Sick Pay Allowance Accrual and Usage**

**22.01    Employees who have completed the probationary period outlined herein shall be entitled to accrue a sick pay allowance equivalent to four (4) hours for each month of employment.**

**The sick pay allowance shall be calculated on a yearly basis**

from January 1<sup>st</sup> to December 31<sup>st</sup> each year. Sick pay allowance will also accrue to an employee during the period in which the individual is receiving benefits under the Weekly Indemnity Plan.

- 22.02 The sick pay allowance of an employee may accrue from year to year to a maximum which is the equivalent of **one hundred twenty (120)** hours. In any one **(1)** year of employment, an employee's total usage of **their** sick pay allowance accrual will be limited to the lesser of the total number of sick pay allowance days which has been accrued, or **one hundred twenty (120)** sick pay allowance hours.
- 22.03 The sick pay allowance of an employee shall be used to compensate an employee who has qualified for and received Weekly Indemnity benefits under the foregoing Health and Welfare Article, for wages which **they** would otherwise have earned had **they** not been absent from work due to illness during the qualifying period for Weekly Indemnity benefits, subject to any **G**overnment rules and regulations. The unused sick pay allowance of an employee can also be used to provide additional income to an individual immediately following the expiry of the full twenty-six (26) week Weekly Indemnity Plan claim period, where the employee is still unfit to return to work, for as long as the unused sick pay allowance accrual will permit.
- 22.04 Employees shall be entitled to use thirty-two (32) sick hours for casual illness. The Company may require the employee to obtain a doctor's certificate to verify an illness in order to be entitled to sick pay provided that there is a pattern of absenteeism, or circumstances where the Company questions the validity of the absence. In such cases, the employee shall be formally notified that their attendance record is unacceptable.

Employees regularly working ten (10) hour days will be entitled to ten (10) hours of sick pay for each full day of illness.

## Article 23 – Safety and Health

- 23.01 The Company, the Union, and the employees agree to co-operate so as to maintain safe working conditions, and the Company agrees to take reasonable steps as to any conditions which are detrimental to the health of employees.
- 23.02 The Company agrees to maintain Health and Safety Committee with an equal number of Union and Management employees. This Committee will meet as often as is necessary to deal with matters pertaining to health and safety; but, no less than eight (8X) times per year. Minutes of the meetings will be posted within five (5) business days of the meeting in a conspicuous location, for employees to read, with a copy provided to the Union office.
- 23.03 The Company agrees to the implementation of a first aid/C.P.R. training course for hourly rated employees (maximum twelve (12) in number).
- 23.04 Hearing tests will be done if and when required.
- 23.05 The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

The Company shall adopt a “positive obligation” approach to health and safety and seeking out and solving health and safety problems as a day to day priority.

The Company will provide a letter to the Union emphasizing its commitment to promptly address any safety issues identified by the employees and/or the Joint Health and Safety Committee. Letter not to be included in the Collective Agreement but will be posted on the Company bulletin board.

## Article 24 – Premiums

- 24.01 Employees shall receive a night shift premium of **seventy-five (\$0.75) cents** per hour for all hours worked or part thereof between the hours of 11:00 p.m. and 6:00 a.m.
- 24.02 The shift premium shall not be included when calculating any overtime pay.
- 24.03 Any employee who is assigned to work as a Lead Hand shall receive a Lead Hand premium of **one dollar ten (\$1.10) cents** per hour for all hours worked on each shift.

## Article 25 – Injury on the Job

- 25.01 An employee injured on the job will be paid at **their** regular rate for the balance of **their** scheduled shift, if **they are** sent home or to a hospital.

## Article 26 – Miscellaneous

- 26.01 All packages, parcels, and materials must be authorized for removal from any of the Company's premises, by the Manager or Supervisor who will, after satisfactory inspection, issue a signed pass.
- 26.02 **The** Company agrees to contribute **five (\$0.05) cents** per hour for all regular paid hours for all employees in the bargaining unit into the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Trust Fund.

Such contributions shall be forwarded to the Union's Trust Fund within thirty (30) days following the end of the Company's four

(4) or five (5) week accounting period.

- 26.03 The Company agrees to follow the Alberta Human Rights Act as amended from time to time.
- 26.04 The Union and the Company agree that the workplace should be free of sexual harassment. The Parties will co-operate in eliminating this practice wherever it occurs. Grievances under this article will be handled with all possible confidentiality. The Company agrees to post its policy on sexual harassment on the bulletin board.
- 26.05 The Company will fully comply with Elections Canada guidelines and laws related to employees taking time off to vote.
- 26.06 Verbal Agreement with Company

No employee shall be asked to make any written or verbal agreement with the Company covering hours of work, wages, or working conditions during the life of this Agreement contrary to the terms of the Agreement set herein.

Notwithstanding, employees will be required to sign the following:

1. Acknowledgement of training given.
2. Receipt of copies of rules and regulations.
3. Safety Quality Observation Reports.
4. Acknowledgement of receipt of disciplinary notices.
5. Any other notices that are not in contravention of this Agreement.

Whenever a situation arises where an employee is unsure or not in agreement with the document, the Company agrees to allow a Shop Steward to explain the document to the employee.

Further, if the employee feels the document is inaccurate, the Company agrees to meet with the employee and the Union to review for accuracy.

- 26.07 In administering this Agreement and founded on universal values of human dignity, all parties to this Agreement shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole. All parties to this Agreement further agree to treat each other with dignity and respect.

#### Article 27 – Joint Labour Management Committee

- 27.01 The Company and the Union agree to establish a Joint Labour Management Committee to meet once every three (3) months or more frequently if necessary, at a mutually convenient time to discuss any items that are of concern to either party arising out of the operations of the Collective Agreement.

The Joint Labour Management Committee shall be comprised of the General Manager and one (1) other designated individual on the behalf of the Company and the Union Shop Stewards and one (1) full-time representative of the Union.

Either party shall inform the other at least five (5) days in advance of any scheduled meeting of the items it wishes to place on the agenda for that meeting.

#### Article 28 – Past Agreements/Practices

- 28.01 The Parties agree that this Agreement constitutes the entire agreement between them and that any and all previous Agreements or practices, supplementary Agreements, Letters of

Intent, or Understanding, etc., whenever made and whether or not reduced to writing once hereby cancelled and that effective upon the signing of this Agreement the Company's obligations respecting conditions of employment, working conditions, and employee benefits are limited exclusively to those specifically stated in this Agreement.

## Article 29 – Termination

29.01 Employees regularly working full or part-time and upon dismissal by the Company, other than for reasons as described in Article 7.01, shall be given individual notice, in writing, or pay in lieu thereof, as follows:

- (a) One (1) week's notice in writing or pay in lieu thereof to those who have completed sixty (60) consecutive days' or more service.
- (b) Two (2) weeks' notice in writing or pay in lieu thereof to those who have completed two (2) or more years' consecutive service.
- (c) Three (3) weeks' notice in writing or pay in lieu thereof to those who have completed three (3) years' consecutive service.
- (d) Four (4) weeks' notice in writing or pay in lieu thereof to those who have completed four (4) or more years' consecutive service.
- (e) Five (5) weeks' notice in writing or pay in lieu thereof to those who have completed six (6) or more years' consecutive service.



- (f) Six (6) weeks' notice in writing or pay in lieu thereof to those who have completed eight (8) or more years' consecutive service.
- (g) Eight (8) weeks' notice in writing or pay in lieu thereof to those who have completed ten (10) or more years' consecutive service.
- (h) It is understood by the Parties that for the purposes of this article the maximum payment will be in accordance with the above provision.
- (i) In the case of a part-time employee the average of the employee's weekly earnings, for the thirteen (13) week period that the employee worked immediately preceding the date of termination shall be used in determining the sum paid to the employee in lieu of insufficient notice.

### Article 30 – Expiration and Renewal

30.01 This Agreement shall be effective from the 27<sup>th</sup> day of July, **2020** and remain in full force and effect until the 26<sup>th</sup> day of July, **2023**, and from year to year thereafter unless notice of termination or revision thereof is given by either party at least sixty (60) days and not more than one hundred twenty (120) days prior to the expiry of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For The Company:

For The Union:

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Company Committee:

Union Committee:

**Wale Adeyinka**  
Murray Thomas  
**Corey Chow**  
**Robin Brown**  
**Julia Boddy**

Shafin Samji  
Bambi Loov  
**Saba Mossagizi**  
**David Smith**  
**Lee Clarke**

This Agreement was ratified on **March 9<sup>th</sup>, 2022**.

## Appendix "A"

### Wage Rates and Classifications – Effective July 27<sup>th</sup>, 2019

Classification	Effective July 27 <sup>th</sup> , 2019	3 Month Rate
First Cook	\$20.26	
General Kitchen Help	\$17.04	
Pot Wash/Dishwasher/Janitor	\$17.04	
Stockroom Clerk	\$18.60	
Final Assembler	\$19.20	
Load Control	\$20.61	
Commissary/Gallery Builder	\$18.01	
High Lift Driver	\$20.01	\$20.48
Maintenance Person	\$22.59	

### Airside Vehicle Operations Permit (AVOP) Premium

Those ***High Lift Truck Drivers*** that successfully obtain their AVOP will qualify to receive the AVOP premium.

For High Lift Drivers, once qualified, the AVOP premium shall be applied as the new wage rate.

	<u>AVOP Premium</u>
Start Rate	\$0.77
12 Month Rate	\$1.77
24 Month Rate	\$2.77

Over scaled drivers will have their rates adjusted accordingly.

### Wage Rates and Classifications – Effective July **17<sup>th</sup>, 2020**

Classification	Effective July <b>17<sup>th</sup>, 2020</b>	3 Month Rate
First Cook	<b>\$20.46</b>	
General Kitchen Help	<b>\$17.21</b>	
Pot Wash/Dishwasher/Janitor	<b>\$17.21</b>	
Stockroom Clerk	<b>\$18.79</b>	
Final Assembler	<b>\$19.39</b>	
Load Control	<b>\$20.82</b>	
Commissary/Gallery Builder	<b>\$18.19</b>	
High Lift Driver	<b>\$20.21</b>	<b>\$20.68</b>
Maintenance Person	<b>\$22.82</b>	

**1%** per hour increase to all rates effective July **17<sup>th</sup>, 2020** as above.

### Airside Vehicle Operations Permit (AVOP) Premium

Those **High Lift Truck Drivers** that successfully obtain their AVOP will qualify to receive the AVOP premium.

For High Lift Drivers, once qualified, the AVOP premium shall be applied as the new wage rate.

	<u>AVOP Premium</u>
Start Rate	\$0.77
12 Month Rate	\$1.77
24 Month Rate	\$2.77

Over scaled drivers will have their rates adjusted accordingly.

### Wage Rates and Classifications – Effective July 17<sup>th</sup>, 2021

Classification	Effective July 17 <sup>th</sup> , 2021	3 Month Rate
First Cook	<b>\$20.67</b>	
General Kitchen Help	<b>\$17.38</b>	
Pot Wash/Dishwasher/Janitor	<b>\$17.38</b>	
Stockroom Clerk	<b>\$18.98</b>	
Final Assembler	<b>\$19.59</b>	
Load Control	<b>\$21.02</b>	
Commissary/Gallery Builder	<b>\$18.37</b>	
High Lift Driver	<b>\$20.41</b>	<b>\$20.89</b>
Maintenance Person	<b>\$23.04</b>	

**2%** per hour increase to all rates effective July 17<sup>th</sup>, 2021 as above.

### Airside Vehicle Operations Permit (AVOP) Premium

Those **High Lift Truck Drivers** that successfully obtain their AVOP will qualify to receive the AVOP premium.

For High Lift Drivers, once qualified, the AVOP premium shall be applied as the new wage rate.

	<u>AVOP Premium</u>
Start Rate	\$0.77
12 Month Rate	\$1.77
24 Month Rate	\$2.77

Over scaled drivers will have their rates adjusted accordingly.

### Wage Rates and Classifications – Effective July 17<sup>th</sup>, 2022

Classification	Effective July 17 <sup>th</sup> , 2022	3 Month Rate
First Cook	<b>\$21.08</b>	
General Kitchen Help	<b>\$17.73</b>	
Pot Wash/Dishwasher/Janitor	<b>\$17.73</b>	
Stockroom Clerk	<b>\$19.35</b>	
Final Assembler	<b>\$19.98</b>	
Load Control	<b>\$21.44</b>	
Commissary/Gallery Builder	<b>\$18.74</b>	
High Lift Driver	<b>\$20.82</b>	<b>\$21.31</b>
Maintenance Person	<b>\$23.50</b>	

**2%** per hour increase to all rates effective July 17<sup>th</sup>, 2022 as above.

### Airside Vehicle Operations Permit (AVOP) Premium

Those **High Lift Truck Drivers** that successfully obtain their AVOP will qualify to receive the AVOP premium.

For High Lift Drivers, once qualified, the AVOP premium shall be applied as the new wage rate.

	<u>AVOP Premium</u>
Start Rate	\$0.77
12 Month Rate	\$1.77
24 Month Rate	\$2.77

Over scaled drivers will have their rates adjusted accordingly.

Appendix “B”  
Registered Retirement Savings Plan

For employees who have completed their probationary period, the Company will place into a group RRSP as administered by the Company, thirty (\$0.30) cents for each regular hour worked by each employee. Deposits will be made by the Company monthly for the hours worked by the employee in the previous month.

Notwithstanding the above, the employees shall be entitled to contribute voluntarily into the RRSP by payroll deduction.

Any dispute arising out of this Appendix will be resolved in accordance with the grievance procedure in the Collective Agreement.

Effective July 27<sup>th</sup>, 2018 the above contribution shall be increased to thirty (\$0.30) cents per hour.

## Letters of Understanding

BETWEEN:

Gate Gourmet Canada Inc.

AND:

United Food and Commercial Workers Canada  
Union, Local No. 401

1. **Bullying**

The Company will not tolerate any form of intimidation or coercion in an attempt to force an employee to leave the Company.

2. **Full-Time Seniority**

The Company and the Union agree that for the purposes of part-time employees proceeding to full-time, once Article 6.08(b) (i) and (iii) has been satisfied, the date which is set shall be considered the employee's seniority date for all areas of the Collective Agreement excluding Article 6.08(a) and vacation entitlement.

3. **Bargaining Unit Work**

It is not the intent of the Company to permit non-bargaining unit personnel to perform bargaining unit work on a regular basis. This shall not apply in emergency situations, circumstances beyond the control of the Company and, but not limited to, training/demonstration purposes.



4. Driver Uniforms

Article 17 of the Collective Agreement states that all uniforms shall be maintained and laundered by the Company.

Employees in the transportation group have requested to be supplied with Company golf/polo shirts for Drivers who wish to wear such in place of the Company supplied uniform top. The Company will explore using the Uniform provider for such in which case the Company will still clean/laundry the shirts with the rest of the uniform. If this is not possible (i.e. Company must buy golf/polo shirts through outside supplier), the responsibility for cleaning would fall on to the employee. All employees must, however, wear the rest of their uniforms, including pants.

5. Special Events/Projects or Staffing Concerns

Upon prior notice to the Union and subject to the Union's consent, the Company may hire temporary workers on a temporary basis, to perform work that is traditionally performed by bargaining unit employees. The foregoing shall apply to examples where business circumstances require the need to accommodate special projects, unscheduled charters and unfilled positions, while the Company is actively recruiting to staff those positions with permanent employees. The Company agrees that such work shall be limited to not more than thirty (30) calendar days, after which time the Company may no longer fill said positions and those temporary employees shall be removed from the workplace.

It is the Company's intention to utilize this letter only as a last resort and is committed to ensure that all employees' hours are maxed out, where employees are refusing overtime and where the demands of the business cannot be met.

The Company agrees to meet its obligations with respect to Article 6 and Article 14. The Company may not cease its hiring program for bargaining unit employees to create the need for temporary workers; nor may the Company utilize any temporary worker in a classification where there is an employee on lay-off. The Union agrees to act reasonably in this manner.

6. Seniority and Department Transfers – Re: Article 6.08

The parties agree that Article 6.08 (a) shall not apply to any Stockroom clerk who moves from the Kitchen Department to the Trucking/Commissary Department as a result of the amendment to Article 6.08 (c) agreed to during the 2016 Negotiations.

7. Mediation

Further to the recent round of negotiations and issues arising out of managerial concerns, the Company and the Union agree to the following as a letter of understanding;

Whereas the Company recognizes that employees have brought concerns regarding treatment by management and;

Whereas the Company and Union agree that all efforts will be applied to ensure that employees, the people who are a vital part of the Company success, are treated with fairness and protect their right to be free from discrimination, intimidation, retaliation, and harassment.

The Company further recognizes the need to hire, maintain, and promote managerial officials who recognize the importance of dignity and respect in the workplace.

Therefore;

Within sixty (60) days of July 20<sup>th</sup>, 2017, a committee shall be appointed and will meet with an effort to discuss and resolve issues relating to Labour and Management issues.

The committee shall be comprised of four (4) members of Management, four (4) members appointed by the Union, one (1) Human Resources Manager, and one (1) Union Representative.

Rick Wilson shall be appointed as Mediator and shall conduct the one (1) day session.

The parties shall meet at a neutral location (hotel) and shall share the cost of the Mediator and meeting space.

At the conclusion, Rick Wilson shall write a report outlining the proposed recommendations for resolution. The Company and the Union will promptly review the mediator's recommendations, which shall be utilized as guidelines for implementation by the Company in a manner satisfactory to both parties and within the spirit and objectives of this letter.

## **8. Shift Schedules**

The Company reiterates its commitment to Article 10.17 Shift Bids where full-time employees within the department and classification would be invited to select, in order of departmental seniority, their preference of shift from those available. Any remaining shifts will be offered to part-time employees within the department and classification in order of their departmental seniority.

## **9. Heightened Health Concern Protocols**

***The novel Coronavirus (COVID-19) has impacted the health and safety of individuals around the globe. For the***

***Company, the health and safety of our employees, visitors, contractors, and customers is paramount.***

***To that end, in the event of an emergency declared by the Government that is applicable to the Company's business now or in the future, the Company commits to reviewing information from Government agencies (Municipal, Provincial, and Federal), global health organizations, and local health and airport authorities on a regular basis. This information will be utilized to inform the Company's processes to protect the health and safety of our employees, visitors, contractors, and customers. This may include, but will not be limited to, the provision and maintenance of enhanced personal protective equipment, increased cleaning and sanitization of the workplace, and increased frequency of health and safety protocols, such as Joint Health and Safety Committee meetings and inspections, and weekly shift briefings with employees regarding health and safety protocols. The Company will communicate its efforts to the Union regularly. Recommendations brought by the Union on behalf of its members will be reviewed and discussed with the Union.***

***In the event an emergency declared by the Government leads to the potential lay-off of employees, the Company will notify the Union as soon as possible. The Company will also meet with the Union for the purpose of providing the Union the opportunity to discuss the potential lay-offs and provide suggestions to eliminate or reduce the extent of the lay-offs.***

***In the event an employee requires a revised work schedule due to family obligations during a declared emergency, the Company will make reasonable efforts to accommodate the request provided the employee has, when requested, provided documentation satisfactory to the Company. The***

***Union agrees that, where necessary, all parties have a duty to participate in an accommodation.***

***The Company reminds employees of their obligation to remain vigilant in their mitigation of risk in these circumstances and their commitment to keep our work environment safe. The Company is very appreciative of employees' efforts in this regard.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2023**.

For The Company:

For The Union:

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Company Committee:

Union Committee:

***Wale Adeyinka***  
Murray Thomas  
***Corey Chow***  
***Robin Brown***  
***Julia Boddy***

Shafin Samji  
Bambi Loov  
***Saba Mossagizi***  
***David Smith***  
***Lee Clarke***

This Agreement was ratified on ***March 9<sup>th</sup>, 2022***.