

COLLECTIVE AGREEMENT

BETWEEN:

**CARA OPERATIONS (ALBERTA) LIMITED,
herein referred to as the "Company"**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 401, A.F.L.; C.I.O.; C.L.C.;
herein referred to as "the Union"**

SOURCE	Company		
EFF.	96	07	26
TERM.	99	07	25
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	CB.		

EFFECTIVE DATE: July 26, 1996 *

EXPIRY DATE: July 25, 1999

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This Agreement entered into this 5th day of March, 1997

BETWEEN:

CARA OPERATIONS (ALBERTA) LIMITED,
herein referred to as the "Company"

- and -

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 401, A.F.L.; C.I.O.; C.L.C.;
herein referred to as "the Union"

WHEREAS: The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote and 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 Cara Operations (Alberta) Limited 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 his 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 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 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 The Company agrees to provide the Union once a month with a list containing the names and addresses of employees hired during the previous month and such list will include an employee's social insurance number.

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 unreasonable 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 he has completed the probationary period as outlined in this Agreement.

3.04 The Union, as well as the members thereof, agree at all times, as fully as it may be within their power, to further the interests of the industry and of the Company.

ARTICLE 4 - NO STRIKES OR IO _____

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 The Company agrees to provide bulletin board facilities in a conspicuous place for the convenience of the Union in posting notices of Union activities. Notices must be submitted to the Manager or his designate for his approval and initials, prior to posting them. The Union may also post the Collective Agreement on the bulletin board.

ARTICLE 6 - SENIORITY

6.01 a) 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.

b) There shall be two (2) *units* for seniority purposes, namely:

1) Flight Kitchen

2) Trucking / Commissary

6.02 An employee's first forty-five (45) days of work 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.

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 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 layoff of greater than five (5) consecutive working days provided the bumping employee has the skill, efficiency and merit to do the job to which he or she is bumping. The employee shall be paid at the appropriate rate of pay for that classification.

6.06 The Company will give one 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 an act of God, breakdown of operations, or labour dispute.

- 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 Section 6.05.
 - (b) **A copy of all job postings will be supplied to the Union Steward and the Union Steward will be notified of the successful applicant**
 - (c) **Employees leaving on vacation may elect to advance bid on job postings that may become available during their absence.**

- 6.08 (a) **An** employee who moves from one unit to another unit shall not exercise his bargaining unit seniority for the purpose of; preference of shifts or preference of jobs in that department. Such employee will retain his bargaining unit seniority pertaining to all other matters (see L.O.U.)
- (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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) of their part-time service.
- (c) Departments will be defined **as** follows:

Food Production	includes Bakeshop, Raw Preparation, Cold Preparation and Assembly, Hot Preparation and Assembly, Tray Assembly and Cutlery Packing.
Sanitation	includes Wareswash, Porters and Potwash
Dispatch	includes Load Control, Final Assembly, Galley Building, Storeroom and Equipment Stores
Trucking & Commissary	includes Transportation, Commissary, Bar & Duty Free Assembly
Maintenance	

Full-time employees that are scheduled for less than 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 three (3) working days.

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 his discharge, the matter of his 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 72 hours, excluding Saturday and Sunday, from the time of recall, unless the laid off employee is employed elsewhere at the time of recall; and in such cases, the recalled employee shall be given 4 additional days to report for duty. In any case, the employee must respond within 72 hours with their intention to report.

The employer 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 employer may require the employee to provide written confirmation from a doctor of such illness or accident.

- (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;
- (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) Is absent due to non-occupational accident or illness for a period of twenty-four (24) months or more or lessor of seniority.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union acknowledges the exclusive function of the Company generally 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 that Management's rights 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 all officers of the Union in any way concerned with the operations of this Agreement, as well as Stewards and Committeemen, will not encourage and will actively discourage any inefficiency or malpractice 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.

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, so as to comply with laws or

rules and regulations of the Company. to submit to medical examinations. Any such examination shall be carried out by a medical practitioner designated by the Company and it is recognized that the Company shall have the right to obtain a copy of any medical report relating to such examination. **The employer 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.

9.03 Employees shall be paid ten dollars (\$10.00) if asked to report outside working hours for a medical examination (except pre-employment examinations).

A _____ **A D VERTIME**

- 10.01 (a) The normal hours of work shall be made up of five (5) shifts of eight (8) hours per shift. 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.
- (b) The Company can establish ten (10) hour shifts subject to operational requirements. The feasibility if 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.
- (c) **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 are kept to a minimum.**

**Concerns regarding work schedules should be addressed at the
Joint Union - Management meeting**

10.02 Overtime at the rate of time and one-half (1 ½) shall be paid after eight (8) hours of work on an eight (8) hour shift or in excess of ten (10) hours on a ten (10) hour shift.

10.03 In the event that a full-time employee is scheduled to work on his day off and he accepts the work assignment, then the employee shall be paid at the rate of time and one-half (1 ½) for the first four hours and double the hourly rate for the remainder of the shift. This clause also applies to part-time employees who work a forty (40) hour week.

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 rotating and 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 (½) hour on the employee's own time which shall be scheduled between the third and fifth hours of work. For ten (10) hour shifts the meal will be scheduled between the fourth and sixth hour of work.

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.

10.09 Employees working two (2) hours or more overtime will be granted an extra rest period of ten (10) minutes between the eighth and ninth hour of work.

10.10 All staff is required to record time-in and time-out not more than five (5) minutes before or after the assigned starting or finishing times of the shift, dressed in working clothes. Staff is not permitted to record time while dressed in street clothing. The company agrees to notify employees when time cards 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 available hours are provided in accordance with seniority.

10.12 When ever 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 After the Company has given an opportunity to senior employees who are on duty in their classification in their department to work overtime, and if no one has accepted, the Company shall then request the junior employees on duty in **his** or her classification in his or her department to work overtime. Such employee shall be obliged to work the requested overtime at the appropriate overtime rate.

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 hours. This provision shall not apply where an employee's and the company have mutually agreed to an alternative arrangement.

10.15 Senior full-time employees working the afternoon night shifts will be offered full-time employment on day shifts before hiring new employees to fill the jobs, subject to the concerned employee being able to perform the work required.

10.16 When a part-time employee works the basic work week for a period of four (4) consecutive weeks, with the exception of **L.O.A.**, Maternity Leave, Vacation Relief, **WCB**, Extended **sick** leave, then a full-time position shall be deemed to have been created and shall

oe filled in accordance with the terms of this agreement.

ARTICLE 11 - PAYMENT FOR MEALS

11.01 Employees who work for more than four (4) hours in any work day shall be charged seventy-five cents (75¢) 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 11.01 to cover beverage costs.

ARTICLE 12 - WAGE RATES AND WORK CLASSIFICATIONS

12.01 Minimum wage rates and work classifications for the employees shall be as set forth in Appendix A, attached hereto, and forming part of this Agreement.

ARTICLE 13 - EMPLOYEE'S PAY DAY

13.01 Effective April 01, 1997, 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.

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/SUITABILITY FOR PROMOTION

14.01 In order to promote efficiency and to determine an employee's suitability for promotion, the Company may institute a system whereby employees will be required to complete a written questionnaire pertaining to their particular job and/or may be required to give a practical demonstration of their ability. The results obtained would be used to determine an employee's suitability for promotion or transfer to a new or other operation.

14.02 (a) When an employee is requested to perform the duties of another employee at a higher rate of pay for more than one day, 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, his regular rate shall not be reduced.

(b) **Management will assign employees to relieve for vacation, WI, WCB 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) days as pursuant to the Alberta Employment Standards Code, 1988:

Boxing Day	New Year's Day
Christmas Day	Good Friday
Civic Holiday (August)	Thanksgiving Day
Victoria Day	Remembrance Day
Labour Day	Canada 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 ½) and four (4) hours at double (x2) time for all hours worked and he shall also receive his holiday pay if he is entitled to receive this pay under this section.

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, he 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 2** weeks following the end of the vacation.

15.07 An employee shall not be disqualified from receiving holiday pay under the terms of Section 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 1st. Employees not submitting a preferred period, may not get the vacation he/she prefers.

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 percent (**4%**) of gross earnings over the previous twelve (12) months.

16.04 Employees who have completed four (**4**) years of continuous service, but less than twelve (12) years, shall receive three (3) weeks vacation with pay. Vacation pay is to be calculated at six percent (**6%**) of gross earnings over the previous twelve (12) months.

16.05 Employees with twelve (**12**) years or more of service in any year shall receive four (**4**) weeks vacation with pay. Vacation pay is to be calculated at eight percent (**8%**) of gross earnings over the previous twelve (12) months.

16.06 Vacation schedules shall be posted by March 1st 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.

ARTICLE 17 - UNIFORMS AND PROTECTIVE CLOTHING

17.01 All uniforms or special articles of wearing apparel worn by the employees while on duty, except shoes and stockings, but including white smocks, hair nets and trousers for all kitchen help and waterproof aprons for dishwashers, 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 drivers, store room and equipment personnel who complete their probationary period a safety shoe allowance of up to \$75.00 once per (calendar) year 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.

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 and the company must confirm the granting of a leave of absence in writing. A copy of the confirmation shall be sent to the Union, The granting of a leave of absence will not be unreasonably withheld when the request for leave constitutes a valid circumstance.

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 three working days. For the purposes of this Article, the immediate family shall include mother, father, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, and grandparents.

An employee who attends the funeral of a member of his 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 withheld.

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 him for such service and the amount he would have earned had he 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 Leave** - An Employee shall be entitled to Maternity Leave without pay for a period of six (6) months. Should an employee be disabled and unable to return within the six (6) month period, the Leave shall be extended upon certification from a Medical Doctor. The Employee shall give the Employer at least two (2) weeks notice in writing prior to the commencement of the Leave, and if requested, shall provide a medical certificate certifying that she is pregnant and indicating the estimated date of confinement. Such Leave shall not exceed six (6) months, except in the case where the Employee provides the Company with a medical certificate stating that there are bona fide medical reasons requiring that the Leave commence earlier or be extended. In the case of the Leave commencing earlier, the Leave shall not exceed twelve (12) weeks following the actual date of delivery unless extended for bona fide medical reasons. An Employee returning to work shall provide the Company, if requested, with a medical certificate indicating she is fit to return to the workplace. Employees returning from Maternity Leave shall return to their former position or classification on the same shift, if available, with no reduction in pay and without loss of seniority.

18.05 **Adoption Leave** - The employee shall be granted an adoption leave of absence without pay. The employee must make application for such leave at least two (2) weeks before the employee can reasonably expect to first obtain custody of the child. If the employee cannot give two (2) weeks notice, the employee shall give the Company as much notice as is given the adoptive parent by the adoptive agency. Adoption leave shall consist of a period of eight (8) weeks leave of absence without pay commencing on the date on which the adoptive parent first obtains custody of the child.

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 his 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 delegates elected to attend seminars, Union Schools, Union Conventions, and a maximum of 3 employees to attend negotiations. However, no more than 1 employee shall be

permitted at one time, per department.

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 will be responsible for the full cost of continuing the Company group insurance health package.

ARTICLE 19 - COURT OR LABOUR BOARD DECISION

19.01 in the event that any section 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 sections or Articles of this Agreement shall not be made invalid by such a decision and, at the request of either Party, the section shall be negotiated by the Parties; if no such agreement can be reached, the matter shall be presented to an Arbitrator under the Arbitration section 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 ten (10) working days of the event causing the grievance, the employee involved, together with a union representative if he so wishes, shall submit the grievance in writing to the Manager, and they shall endeavour to settle the grievance.

20.03 If settlement is not reached within five (5) working days 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 five (5) working days, it is referred by the Union to the Regional Manager or such other representative as the Company may designate in his place. A decision will be rendered in writing within five (5) working days by the said Regional 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 clause, unless within five (5) working days 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 Where a Board of Arbitration has been requested, as set forth above, it shall consist of one (1) appointee of the Union and one (1) appointee of the Company and a third member to act as Chairman appointed by agreement of the first two appointees. Should the members fail to select a Chairman within fifteen (15) calendar days after the request for Arbitration was made, they shall request the Minister of Labour for the Province of Alberta to appoint a Chairman.

20.07 Each of the Parties hereto will bear the expense of their appointee to the board and the Parties will equally share the fees and expenses of the Chairman. The majority decision of the Board of Arbitration will be final and binding on the Parties hereto and the employees covered by this Agreement.

20.08 The Board of Arbitration shall not have the power to alter any of the terms of this Agreement or to substitute any provisions for the existing provisions nor to give any decision inconsistent with the terms of this Agreement.

20.09 In the event of a grievance by the Company, it shall be filed with a representative of the Union within ten (10) working days 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) days the Company notifies the Union that it wishes to refer the grievance to Arbitration, in which event Arbitration shall proceed as set forth above.

20.10 a) It is agreed and understood that, notwithstanding the provisions of Article

20.09 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 20.10i) 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.

- 20.11**
- a) **No** reprimand shall remain **on** an employee's file after two **(2)** years, 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.

ARTICLE 21 - HEALTH AND WELFARE PLAN

21.01 The Company agrees to provide the following benefits to employees who have completed the probationary period and who work regularly at least 100 hours per month for three **(3)** consecutive months:

- (a) Life Insurance - group life insurance coverage in the amount of \$15,000.00 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 working day of absence due to an accident, or the fourth working day of absence due to illness, for a maximum of twenty-six **(26)** weeks. The period from the fifteenth (15th) day of disability, **up to**

and including the one hundred and twentieth (120th) 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 an insured dependents with important and necessary hospital and medical services and supplies that are not incorporated in the provincial and Medicare plan.

After a deductible of \$10.00 per individual with a maximum of \$20.00 per family per calendar year has been satisfied, the insurer will pay 100% 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 100% 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.

21.02 Dental - The Company shall contribute to the "United Food and Commercial Workers' Union Dental Care Plan, Group #13901", an amount of twenty-four cents (24¢) per hour (twenty six cents (**26¢**) effective April **01, 1997**) for every straight-time hour of actual work performed by employees within the bargaining unit.

The Company's contributionsto the plan shall not exceed the normally scheduled shift hours of any employee; i.e., 40 hours per week.

The Company shall contribute twenty-four cents (24¢) (twenty **six** cents (**26¢**) effective April **01, 1997**) per hour for every straight time of actual work performed during an employee's probationary period provided the employee has completed his probationary period.

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 1st to December 31st 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 **ninety six (96)hours**. ~~In~~ any one year of employment, ~~an~~ employee's total usage of his sick-pay allowance accrual will be limited to the lesser of the total number of sick-pay allowance days which ~~has~~ been accrued, or **ninety six (96)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 he would otherwise have earned had he not been absent from work due to illness during the qualifying period for Weekly Indemnity benefits, subject to any government rules and regulations. The unused sick-pay allowance of an employee can also be used to provide ~~additcinal income~~ to an individual immediately following the expiry of the full 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 twenty four **(24) sick** hours for casual illness. The Company will require the employee to obtain a doctor's certificate to verify each illness to be entitled to sick pay. Employee's found abusing this privilege may have their benefit reduced or discontinued.

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 a 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 four (4) times per year.

23.03 The Company agrees to the implementation of a first aid/C.P.R. Training course for hourly rated employees (maximum 12 in number).

ARTICLE 24 - NIGHT SHIFT PREMIUM

24.01 Employees who work between the hours of 11:00 p.m. and 7:00 a.m. shall receive a night shift premium of **fifty cents (50¢)**. If an employee works the majority of hours between this period, then the shift premium will be **paid** for **all** hours worked.

24.02 The shift premium shall not be included when calculating any overtime pay.

ARTICLE 25 - INJURY ON THE JOB

25.01 An employee injured on the job will be paid at his regular rate for the balance of his scheduled shift, if he is 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 Effective October 1, 1991, the Company agrees to contribute four (\$0.04) per hour for all regular paid hours for all employees in the bargaining unit into the UFCW, Local 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 Employer's four (4) or five (5) week accounting period.

26.03 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 clause will be handled with **all** possible confidentiality and will commence at Step 2. The Company agrees to post its policy on Sexual Harassment on the bulletin board.

26.04 The Company shall ensure that the employees will be allowed a maximum of four (4) consecutive hours off work at a mutually agreeable time in order to vote.

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

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 Branch

Manager, Assistant Manager, and one other designated individual on the behalf of the Company and the Union Shop Stewards and one 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 Employer 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 26th day of July, 1996** and remain in full force and effect until the **25th day of July 1999** 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 and twenty (120) days prior to *the* expiry of this Agreement.

FOR THE UNION

FOR THE COMPANY

APPENDIX "A"

WAGE RATES AND CLASSIFICATION EFFECTIVE JULY 26, 1996

	Start Rate	12 Month Rate	24 Month Rate
First Cook	\$9.79	\$10.29	\$10.79
Baker	\$9.79	\$10.29	\$10.79
Second Cook/Ass't Helper	\$9.29	\$9.79	\$10.29
Cooks Helper	\$8.94	\$9.44	\$9.94
General Flight Kitchen Help	\$8.69	\$9.19	\$9.69
Dishwasher / Porter	\ \$8.59	\$9.09	<u>\$9.59</u> BR
Stockroom Clerk	\ \$9.24	\$9.74	\$10.24
Dispatcher	\$9.44	\$9.94	\$10.44
Load Control	\$9.54	\$10.04	\$10.54
Galley Builder	\$9.39	\$9.89	\$10.39
Highlift Driver	\$10.34	\$10.84	\$11.34
Highlift Driver Helper	\$9.44	\$9.94	\$10.44
Maintenance Person	\$10.84	\$11.34	\$11.84

* The lead hand premium shall be fifty cents (**50¢**) above the classification rate.

NOTE: All employees above wage scale will continue to receive the same wage increases as other employees, that may be negotiated from time to time.

On July 26, 1997 and again on July 26, 1998, the Company will make a one-time payment, to all employees that have passed the probationary period, an amount equal to:

\$300 for all full-time employees

\$175 for all part-time employees.

APPENDIX "B"
REGISTERED RETIREMENT SAVINGS PLAN

Effective August 1, 1996 and every year thereafter, the Company will place into **a** group **RSP** **as administered by the UFCW Local 401**, fifteen (15) cents for each regular hour worked by each employee for the previous year (August 1, 1995 to July 31, 1996).

Notwithstanding the above, the employees shall be entitled to contribute **an hourly amount of** their choice by payroll deduction into the **RSP**.

The employee can only change the amount of the deduction once each year. The employee must notify the Company in writing of their desire to change the amount of their contribution by December 15th of each year. Once the Company has been notified, the change will take effect on February 1st of the following year. Should there be no requests for a contribution change, the original contribution amount shall be deducted.

LETTER OF UNDERSTANDING- NO. 1

BETWEEN:

Cara Operations (Alberta) Limited

-and-

United Food and Commercial Workers Union. Local 401

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

Dated in Edmonton, this day of , 1997

FOR THE UNION

FOR THE COMPANY

LETTER OF UNDERSTANDING - NO.2

BETWEEN:

Cara Operations (Alberta) Limited

-and-

United Food and Commercial Workers Union, Local 401

The Company and the Union agree that for the purposes of part-time employees proceeding to fulltime, 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.

Dated in Edmonton, this day of , 1997

FOR THE UNION

FOR THE COMPANY

3.

LETTER OF UNDERSTANDING - NO.3

BETWEEN:

Cara Operations (Alberta) Limited

-and-

United Food and Commercial Workers Union, Local 401

The Company and the Union agree, when new schedules are posted in the trucking department, shift choice selection shall be made in accordance with 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 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.

Dated in Edmonton, this day of , 1997

FOR THE UNION

FOR THE COMPANY
