

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"

Renewal: July 25th, 2008

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This Agreement entered into this **6th** day of **January, 2006**.

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 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 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/her 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 as well as a list of employees terminated in the previous month. Such list will include an employee's social insurance number.
- 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,

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 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.
- 3.05 ***The Employer 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 Employer 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 Employer will install it.** Notices must be submitted to the Manager or his designate for his approval and initials, prior to posting them, **approval not to be unreasonably withheld.**

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 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. In the event that the Company requires an extension, such extension will not be unreasonably withheld.

- 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 (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 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 (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 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 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. The Company will forward a copy of all job postings to the Union office. In addition, copies of such job postings shall be made available to all Shop Stewards. 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.
- 6.08 (a) An employee who moves from one department to another department shall not exercise his/her 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 his/her 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 (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 (½) of their part-time service.

(c) Departments will be defined as follows:

<i>Kitchen Classification</i>	<i>Includes First Cook, Baker, General Kitchen Help, Pot Wash, Dishwasher, Janitor, Stockroom Clerk, Dispatch, Load Control, Galley Builder and Maintenance Person.</i>
<i>Trucking/Commissary</i>	<i>Includes High Lift Driver Helper, High Lift Driver and Commissary.</i>

Full-time employees that 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 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/her discharge, the matter of his/her 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 layoff, excluding Saturday and Sunday, unless the laid off employee is employed elsewhere at the time of recall; and in such cases, the recalled employee shall be given four (4) additional days to report for duty. In any case, the employee must respond within seventy-two (72) 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 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;

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 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. 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 designated by the Company and it is recognized that the Company shall have the right to obtain a copy of any **positive medical findings as it relates directly to the specified laws stated here-in 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.

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

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 are 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 ½ 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 his/her day off **or is asked to stay after his/her regular scheduled shift**

and they accept the work assignment, then the employee shall be paid at the rate of time and one half (1 ½ 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 clause 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 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. 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 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 (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 Employer requires filling the vacancy, the vacancy will be afforded 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 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.
- 10.19 Outside of working hours and following notification to the Personnel 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.

Article 11 - Payment For Meals

- 11.01 Employees who work for more than four (4) hours in any work day shall be charged one dollar and fifty cents (\$1.50) 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 representative of the bargaining unit 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 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 1st, 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. 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.
- 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 **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, his/her regular rate shall not be reduced.
- (b) Management will assign employees to relieve for vacation, Weekly Indemnity, 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) working 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 X) and four (4) hours at double (2X) time for all hours worked and he/she shall also receive his/her holiday pay if he/she is 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, he/she 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 1st. Employees not submitting a preferred period may not get the vacation he/she prefers.
- (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. 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 1st.
- 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 (6%) percent of gross earnings over the previous twelve (12) months for the year immediately preceding April 1st.

- 16.05 Employees who have completed 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 (8%) percent of gross earnings over the previous twelve (12) months for the year immediately preceding April 1st.
- 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. The Company shall inform the employees by March 15th of each year as to whether their requested vacation is approved or not.
- 16.07 All unpaid vacation accrual for the previous year ending March 31st will be paid to the employee at the end of the entitlement year.

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 one hundred (\$100.00) 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.

All other employees shall receive up to **sixty-five (\$65.00)** dollars once in a 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.

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. 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 (3) 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/her 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/her for such service and the amount he/she would have earned had he/she 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

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 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 three (3) employees to attend negotiations. However, no more than one (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 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 ten (10) working days of the event causing the grievance, the employee involved, together with a Union Representative if he/she 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/her 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 ***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 Alberta Department of Human Resources and Employment will be requested to appoint an arbitrator.

Should either the Union or the Company request a Board then:

The Board shall be composed of:

- One Company representative;***
- One Union Representative;***
- One person acceptable to both the Employer and the Union who shall act as Chairman.***

It is agreed that the expenses of the impartial Chairman shall be borne, equally, by both the Union and the Employer. No person shall serve on this Board of Arbitration if he/she is involved directly in the controversy under local consideration. Grievances taken before the Arbitration Board shall be submitted in writing and shall specify clearly the nature of the grievance. It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement or any of its parts. The Board may, however, interpret the provisions of this Agreement. The findings and decisions of the Board of Arbitration shall be binding and enforceable on all parties.

20.07 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.

20.08 (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 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.

(c) When an employee is required to enter into a meeting with Management which may lead to discipline, Management shall advise the employee that he/she has the right to have a Shop Steward, or in their absence, another employee, in

attendance at the meeting prior to the commencement of the meeting.

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 one hundred (100) hours per month for three (3) consecutive months:

- (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 (1st) working day of absence due to an accident, or the fourth (4th) 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 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 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 ten (\$10.00) dollars per individual with a maximum of twenty (\$20.00) 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 **one hundred fifty (\$150.00)** 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 of twenty-six (26¢) cents 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 twenty-six (26¢) cents per hour for every straight time of actual work performed during an employee's probationary period provided the employee has completed his/her probationary period.

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.

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/she would otherwise have earned had he/she 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 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 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. 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 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 (4X) 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 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.

Article 24 - Night Shift Premium

- 24.01 Employees shall receive a night shift premium of fifty (50¢) 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.

Article 25 - Injury On The Job

25.01 An employee injured on the job will be paid at his/her regular rate for the balance of his/her scheduled shift, if he/she 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 1st, 1991, the Company agrees to contribute four (\$0.04) cents 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 Company'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 agrees that they will fully comply with any law requiring that employees be given time off to vote.

26.05 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. DQOR 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.

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 (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 **26th** day of **July, 2005**, and remain in full force and effect until the **25th** day of **July, 2008**, 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.

Dated in Edmonton, this _____ day of _____, **2006.**

For The Company:

For The Union:

Bargaining Committee:

***Mary Nemec
Shafin Samji
Van Cong Truong
Al Olinek
Larry Zima***

This Agreement was ratified on December 6th, 2005.

Appendix "A"

Wage Rates and Classifications – Effective **July 26th, 2005**
(1% increase)

Classification	Start Rate	12 Month Rate	24 Month Rate
First Cook	\$11.19	\$11.75	\$12.32
General Kitchen Help	\$9.94	\$10.50	\$11.09
Pot Wash/Dishwasher/Janitor	\$9.83	\$10.40	\$10.95
Stockroom Clerk	\$10.56	\$11.14	\$11.70
Dispatcher	\$10.79	\$11.36	\$11.95
Load Control	\$11.45	\$12.02	\$12.60
Commissary/Galley Builder	\$10.73	\$11.30	\$11.89
High Lift Driver	\$12.36	\$12.94	\$13.52
High Lift Driver Helper	\$10.79	\$11.36	\$11.95
Maintenance Person	\$12.38	\$12.97	\$13.54

* The lead hand premium shall be fifty (\$0.50) cents above the classification rate.

Note: All employees **that are** above **the** wage scales **listed above** will **remain at their current rate.**

Wage Rates and Classifications – Effective **July 26th, 2006**

Classification	Start Rate	12 Month Rate	24 Month Rate
First Cook	\$11.19	\$11.75	\$12.32
General Kitchen Help	\$9.94	\$10.50	\$11.09
Pot Wash/Dishwasher/Janitor	\$9.83	\$10.40	\$10.95
Stockroom Clerk	\$10.56	\$11.14	\$11.70
Dispatcher	\$10.79	\$11.36	\$11.95
Load Control	\$11.45	\$12.02	\$12.60
Commissary/Galley Builder	\$10.73	\$11.30	\$11.89
High Lift Driver	\$12.36	\$12.94	\$13.52
High Lift Driver Helper	\$10.79	\$11.36	\$11.95
Maintenance Person	\$12.38	\$12.97	\$13.54

* The lead hand premium shall be fifty (\$0.50) cents above the classification rate.

Note: All employees **that are** above **the** wage scales **listed above** will **remain at their current rate.**

Wage Rates and Classifications – Effective **July 26th, 2007**
(1% increase)

Classification	Start Rate	12 Month Rate	24 Month Rate
First Cook	\$11.30	\$11.87	\$12.44
General Kitchen Help	\$10.04	\$10.61	\$11.20
Pot Wash/Dishwasher/Janitor	\$9.93	\$10.50	\$11.06
Stockroom Clerk	\$10.67	\$11.25	\$11.82
Dispatcher	\$10.90	\$11.47	\$12.07
Load Control	\$11.56	\$12.14	\$12.73
Commissary/Galley Builder	\$10.84	\$11.41	\$12.01
High Lift Driver	\$12.48	\$13.07	\$13.66
High Lift Driver Helper	\$10.90	\$11.47	\$12.07
Maintenance Person	\$12.50	\$13.10	\$13.68

* The lead hand premium shall be fifty (\$0.50) cents above the classification rate.

Appendix "B"
Registered Retirement Savings Plan

For employees who have completed their probationary period, the Company will place into a group RSP as administered by the UFCW Local 401, twenty (\$0.20) cents for each regular hour worked by each employee. Effective July 26th, 2004, the Company will increase the amount to twenty-five (\$.25) cents for each regular hour worked by each employee. Deposits will be made by the Company quarterly for the hours worked by the employee in the previous quarter.

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

Effective May 1st, 2000, the group retirement savings plan shall have two (2) years vested period for all present and future employees. After the vested period and in the event an employee withdraws any amount of money from the plan, the Company contribution shall cease for a period of two (2) complete years. The Administrator of the plan shall notify the Company of such withdrawal. The employees may continue their contributions.

The employee can only change the amount of the deduction twice (2X) per calendar year. The employee must notify the Company in writing of their desire to change the amount of their contribution by December 15th or June 15th of each year. Once the Company has been notified, the change will take effect on February 1st or August 1st respectively. Should there be no requests for a contribution change the original contribution amount will be deducted.

Letters of Understanding

BETWEEN:

Cara Operations (Alberta) Limited

AND:

United Food and Commercial Workers Union, Local 401

1. The Company will not tolerate any form of intimidation or coercion in an attempt to force an employee to leave the Company.
2. 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.
3. 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. 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
 - 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 practioners: Reasonable and customary fee per visit to a maximum of one thousand (\$1,000.00) dollars per year combined.

Dated in Edmonton, this ____ day of _____, 2006.

For The Company:

For The Union:

Bargaining Committee:

***Mary Nemec
Shafin Samji
Van Cong Truong
Al Olinek
Larry Zima***

This Agreement was ratified on December 6th, 2005.