

COLLECTIVE
AGREEMENT

SOURCE	CO		
EFF.	75	07	21
TERM.	97	07	20
NO. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

BETWEEN

CATERAIR CHATEAU CANADA LIMITED

AND

TEAMSTERS LOCAL UNION NO. 31

EFFECTIVE

JULY 21, 1995 - JULY 20, 1997

11687 (01)

11687 (01)

Agreement No. 16

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AGREEMENT NO. 18

Article 1 - Preamble

- 1.01** This Agreement is made and entered into by and between **Caterair Chateau Canada Limited**, hereinafter referred to as the "Company" and the Commissary Employees employed by the Company in Commissary Services at Vancouver International Airport, 6001 Grant McConachie Way, Vancouver, B.C., as represented by Teamsters Local Union No. 31, hereinafter referred to as the "Union". In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of co-operation are essential for mutual benefit and public service.
- 1.02** The provisions of this Agreement shall be binding on any purchaser or successor of the Company for the duration of this Agreement. The Company agrees that, in the event of purchase or merger, discussions will be held with representatives of the Union for the purpose of reaching a fair and equitable arrangement with respect to seniority and other rights. Failing agreement, the provisions of the Labour Relations Code of British Columbia will apply.

Article 2 - Scope of the Agreement

- 2.01** The Company recognizes the Union as the sole collective bargaining agent for the Commissary Employees employed by the Company in Commissary services at Vancouver International Airport, 6001 Grant McConachie Way, Vancouver, B.C.
- 2.02** The Union agrees that there will be no Union activities carried out during working hours except as expressly provided herein.
- 2.03** If legislation is enacted which has an effect on the provisions of this Agreement or on Company policy which has a detrimental effect on the employees covered by this Agreement, the

remainder of the Agreement will continue in effect until the expiration of the Agreement.

- 2.04 The Company agrees that there will be no subcontracting of work presently performed by Commissary employees.

Article 3 - Hours of Service

- 3.01 The work week will consist of one of thirty seven and one-half (37 1/2) hours comprised of flexible shifts as follows:

5 day work week	5 x 7 1/2 hours
4 day work week	4 x 9 1/2 hours
3 day work week	3 x 12 1/2 hours

- 3.02 (a) Company will develop schedules with due regard to flight schedules, manpower coverage and productivity and will review shift schedule suggestions as submitted by the Union.
- (b) The provisions of this Agreement as they relate to hours of work, general holidays, vacation and overtime may be waived when the Company and the Union agree in order to introduce and/or maintain a flexible work week providing the scheduling of such work week does not cause increased costs.
- 3.03 The duration of meal periods will be mutually arranged locally between the officers of the Company and the employees, but in the absence of an agreement to the contrary, the meal period shall be thirty (30) minutes. Under normal circumstances, no employee will be compelled to take his/her meal break before he/she has been on duty three and one-half (3 1/2) hours or after he/she has been on duty five (5) hours,
- 3.04 The starting times for regular assignments shall not be changed without at least twenty (20) hours of notice to the employees affected, except where the change is a result of absenteeism in

which case at least ten (10) hours of notice will be given; otherwise overtime rates shall be paid.

3.05 When an employee is required to work more than two (2) hours beyond the end of his/her shift, he/she will be entitled to a second assigned meal period of twenty (20) minutes with pay at overtime rates.

3.06 Two fifteen (15) minute breaks per shift will be provided.

3.07 Shift definition

(a) Day shift - (commencing between 0500 hours and 1259 hours) seven and one-half, nine and one-half and twelve and one-half (7 1/2, 9 1/2, and 12 1/2) hours exclusive of meal period.

(b) Afternoon shift - (commencing between 1300 hours and 2059 hours) seven and one-half, nine and one-half and twelve and one-half (7 1/2, 9 1/2, and 12 1/2) hours exclusive of meal period.

(c) Night shift - (commencing between 2100 and 0459 hours) seven, nine, and twelve (7, 9, & 12) hours exclusive of meal period.

Article 4 • Overtime

4.01 Time worked in excess of the normal work day, as defined in Article 3, shall be deemed to be overtime except in the case of rotation shifts.

4.02 When it becomes necessary to work overtime an employee shall not be laid-off during his/her regular working hours to equalize the time, but compensatory time off may be granted at the employee's request subject to operational requirements.

- 4.03 (a) When overtime is properly authorized as much advance notice as possible shall be furnished to the employees concerned who are expected to cooperate to the end that work schedules are met and the wishes of the employee(s) shall be given consideration in the allocation of such overtime.
- (b) When it is necessary to call an employee for an overtime assignment between the hours of 2200 and 0600, the employee will not be contacted more than two (2) hours prior to the reporting time for the assignment.
- 4.04 Employees who have completed a tour of continuous duty of twelve (12) or more hours shall have a minimum of eight (8) consecutive hours off duty prior to commencement of their next duty whenever operational requirements of the service permit. If required to report for duty prior to having such rest, the employee shall continue on overtime rates until he/she has had eight (8) consecutive hours off duty. In the event that an employee loses time from a regularly scheduled shift to complete the minimum eight (8) hours of duty as provided by this Clause, he/she shall be compensated for such lost time at his/her straight time hourly rate. The provisions of this Clause will not apply in the event of shift changed due to schedule change or to shift exchanges between employees.
- 4.05 Overtime shall be paid on the minute basis as hereafter provided:
- (a) for time worked in excess of the normal work day, time and one-half (1 1/2) for the first two (2) hours and double (2) time thereafter;
- (b) for time worked on a full-time employee's assigned rest day or on a recognized general holiday, time and one-half (1 1/2) for his/her regular scheduled hours or, if not working his/her regular hours, seven and one-half (7 1/2) hours, double (2) time thereafter. If a full-time

employee's regular scheduled work day falls on a general holiday, the employee will be paid time and one-half (1 1/2) for hours worked to the limit of his/her regular scheduled hours and double (2) time thereafter;

- (c) for service either before or after the normal work day, full-time employees will be paid time and one-half (1 1/2) with a minimum of one (1) hour's pay at straight time rates for which forty (40) minutes of work may be required;
- (d) full-time employees called or requested to work on assigned rest days off or general holidays shall be paid time and one-half (1 1/2) with a minimum of six (6) hours of pay at straight time rates for four (4) hours of work or less;
- (e) full-time employees who are recalled after having left the premises following the completion of a regular shift shall be paid in accordance with paragraph (a) with a minimum of six (6) hours pay at straight time rates for four (4) hours of work or less;
- (f) full-time employees called or requested to work on an assigned rest day or general holiday as a replacement for an employee unable to fill a scheduled shift shall be called for a minimum of seven and one-half (7 1/2) hours;
- (g) providing a full-time employee has worked on his/her first rest day, time worked on his/her second and subsequent rest day shall be paid at double (2) time.

4.06 (a) Overtime shall be distributed as provided hereafter:

- (i) when the overtime is in conjunction with a scheduled shift, it shall be offered in order of

seniority to those employees working the regularly scheduled shifts;

- (ii) when the overtime is not in conjunction with a scheduled shift, it will be offered on the basis of a rotational system.
- (b) If overtime is refused by all employees, it shall be assigned in reverse order of seniority.

4.07 All overtime hours worked will, at the employee's option and at the time of each overtime occurrence, be credited to an overtime bank at the applicable overtime basis or will be paid as outlined in this Agreement. Credits in the overtime bank may be granted as time off in lieu except that any amounts outstanding at the end of Pay Period 14 will be paid to the employee in Pay Period 15 or at the employee's option may be carried over to be taken as time off in lieu up to the end of Pay Period 20 of that year. The employee will be responsible for notifying the Company in writing no later than June 1st of each year of his/her option, otherwise the overtime balance as at Pay Period 14 will be paid out. Any credits carried over from Pay Period 14 remaining outstanding as of September 30th will be paid out in Pay Period 20.

4.08 Any overtime may, at the discretion of the employee, be split and deposited into both the time bank and for payout on the same overtime slip.

Article 5 - Assigned Days Off Duty and Holidays

5.01 Employees will be assigned a regular sixth (6th) and seventh (7th) rest day off duty each week, Saturday and Sunday or Sunday and Monday, if possible. The work weeks may be staggered in accordance with the Company's operational requirements.

5.02 Assigned rest days shall run consecutively. They shall not be altered except during shift bids.

5.03 The following general holidays shall be observed on the following days. If not worked, provided that the employee is entitled to wages for at least fifteen (15) days during the thirty (30) day calendar days immediately preceding the general holiday, the employee will be paid at straight time:

New Year Day	•	Actual Day
Good Friday		Actual Day
Victoria Day		Actual Day
Canada Day		Actual Day
B. C. Day		Actual Day
Labour Day		Actual Day
Thanksgiving Day	•	Actual Day
Remembrance Day	-	Actual Day
Christmas Day	-	Actual Day

An employee who works on the above general holidays shall be paid at the rate of two and one-half (2 1/2) times for all hours worked.

5.04 An employee returning to work from a leave of absence due to injury or sickness just prior to a general holiday will not be required to meet the service requirements of Clause 5.03 in order to be entitled to that holiday in accordance with the provisions of Clause 5.03.

5.05 In the event of a general holiday falling on the employee's assigned rest day, he/she will be assigned a rest day in lieu thereof a time convenient to both the Company and the employee.

5.06 Three (3) additional days off will be granted to employees who have completed at least sixty (60) days of service. These days will be determined by mutual agreement between the Company and the employee or assigned on thirty (30) days' notice

following October 31st in each calendar year. Any day(s) assigned in the above manner will be assigned consecutive with the employee's scheduled rest days.

- 5.07** An employee may elect, prior to October 31st of any year, to carry any days not granted by October 31st of that year forward to the next calendar year to be taken in conjunction with his/her entitlement under this Clause in the next calendar year.

Employees will be permitted to bid for these days off after the completion of the annual vacation awards.

- 5.08** Any entitlement outstanding at the end of the calendar year which the employee has not elected to carry forward under the provisions of paragraph 5.07 will be added to the annual vacation entitlement.

- 5.09** In the application of Clause 5.08, an employee will be credited with one (1) general holiday under that Clause if he/she leaves the service of the Company before March 31st in any calendar year for reasons other than retirement or lay-off. The application of the above is not meant to restrict the utilization of these general holidays before the date specified. However, in the event an employee takes more than one (1) of these general holidays before March 31st and leaves the service of the Company prior to that date, the pay for the additional general holiday(s) will be recovered from his/her pay credits at the closing of his/her record.

Article 6 - Minimum Hourly Rate of Pay

6.01 (a) Commissary Attendant Rate

<u>Classification</u>	July	July <u>21/96</u>
1st 26 weeks	\$15.31	\$15.62
2nd 26 weeks	\$15.89	\$16.21
3rd 26 weeks	\$16.47	\$16.80
4th 26 weeks	\$17.05	\$17.39
5th 26 weeks and thereafter	\$17.67	\$18.02
Lead Commissary Attendant	\$19.61	\$20.00

(b)

<u>Casual Classification</u>	July	July <u>21/95</u>
1st 26 weeks	\$11.59	\$11.82
2nd 26 weeks	\$12.14	\$12.38
3rd 26 weeks	\$12.68	\$12.93
4th 26 weeks	\$13.24	\$13.50
5th 26 weeks and thereafter	\$13.79	\$14.07

- 6.02 All vacancies shall be posted for seven (7) calendar days and the awarding of the position shall be based on merit and seniority. When an employee returns from vacation he/she will have the right to exercise his/her seniority within seven (7) days on vacancy bulletins posted during his/her absence.
- 6.03 Casuals promoted to full-time permanent will commence at step 1 of Commissary Attendant scale.
- 6.04 Where applicable, advancement in pay within each category shall be automatic on the first day of the pay period following that in which the employee has completed the required service.

6.05 Employees will receive longevity pay based on the scale below:

after 9 years of company service ~~-\$0.05~~ (five cents) per hour
after 10 years of company service ~~-\$0.10~~ (ten cents) per hour
after 15 years of company service ~~-\$0.15~~ (fifteen cents) per hour
after 20 years of company service ~~-\$0.20~~ (twenty cents) per hour
after 25 years of company service ~~-\$0.25~~ (twenty-five cents) per hour
after 30 years of company service ~~-\$0.30~~ (thirty cents) per hour

These increases will take effect in the first pay period following the completion of the prescribed years of service.

6.06 Employees will be paid every second Friday during regular working hours. Should the regular pay day fall on a general holiday, payment will be made on the banking day preceding the regular pay day. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage as soon as possible.

6.07 Industrial First Aid Attendants will be paid fifty dollars (\$50.00) per month.

Effective July 21, 1996, Industrial First Aid Attendants will be paid seventy-five dollars (\$75.00) per month.

6.08 Time off duty on account of bona fide illnesses, injury, to attend committee meetings, called to court as a witness or for jury duty not exceeding a total of ninety (00) calendar days in any calendar year, shall be included in the computation of service for advancement in pay.

6.09 When an employee is off work due to illness, injury or is suspended pending discharge, the Company shall continue to pay his/her Health and Welfare Plans, Union Dues and other deductions so that the employee shall be protected to the utmost.

- (a) In the event an **employee is off work** due to an injury at work **and** is covered by Workers' Compensation, the employee will not be required to pay any amount of premiums for Health and Welfare.
- (b) In the event an employee is off **work** due to illness or non-work related injuries longer than one hundred and eighty **(180)** days or **six (6)** months, **whichever** is greater, **he/she** shall be required to repay premiums paid by the Company on his/her behalf for Health and Welfare, as per **article 6.09(c)**.
- (c) **Union Dues**
- (i) The employee agrees to reimburse the Company for such **contributions** made on his/her behalf and is at no time more than five (5) pay periods in arrears;
- (ii) The **period** of such coverage shall exceed twelve **(12)** months only by mutual agreement of the **two** parties;
- (iii) When an **employee returns** to work, the Company shall deduct from his/her **earnings** any monies paid out on his/her behalf by the **Company**, and in respect to his/her contributions and deductions in equal instalments as provided:
- if less than twenty-five dollars **(\$25.00)** in one **(1)** instalment;
 - if less than one hundred dollars **(\$100.00)** in three **(3)** instalments;
 - if **less than five hundred** dollars **(\$500.00)**, no more than ten **percent (10%)** of gross salary;

- over five hundred dollars (\$500.00) to be negotiated between parties and With a reasonable carrying charge.

(iv) In the event an employee does not return to work and the employee refuses or neglects on demand at his/her last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

6.10 Full-time employees will receive a shift premium of thirty cents (\$0.30) per hour.

Article 7 - Seniority

7.01 Probation

- (a) All new employees shall be required to serve a probationary period of six (6) months, consisting of a minimum period of one hundred and twenty-six (126) days worked from the date of employment and, if retained beyond this period, will then, rank on the seniority list from the date first employed in a position covered by this Agreement.
- (b) The Company reserves the sole right to make any decision regarding the retention, discharge, transfer or disciplining of a probationary employee.
- (c) A casual employee who declines to accept a permanent position with the Company shall cease to accrue seniority on the date he/she declines a permanent position. His/her name shall be placed at the bottom of the seniority list and he/she shall commence to accrue seniority from that date.

- 7.02** Except as provided for in Clause 7.01 (a), the seniority of all commissary employees shall be from the date they were last employed as a commissary employee at Vancouver International Airport.
- 7.03** In the event that more than one (1) employee has the same seniority date including credits, the employee with the longer Company service will appear first on the seniority list and, in the event of equal Company service, the older employee will appear first on the seniority list.
- 7.04** Where circumstances warrant special consideration in the case of an individual employee, seniority may be reviewed and established by mutual agreement between the Company and the Union.
- 7.05** When an employee accepts a position in the Company that is outside the scope of this Agreement, the employee shall continue to accrue seniority for six (6) months. At that time the employee's name will be transferred from the seniority list to a seniority credit list. If the employee returns to a position within the scope of the Agreement, he/she will be placed at the bottom of the list, however, in case of a reduction in the force, his/her seniority will be the length of his/her seniority credit.
- 7.06** Employees coming within the scope of this Agreement may be granted leave of absence up to six (6) months by the Company without loss of seniority. Such employee on leave of absence who engages in other employment shall lose his/her seniority unless he/she has obtained written permission from both the Union and the Company.
- 7.07** Seniority Lists
- (a) A seniority list of all commissary employees showing name and date of service shall be posted in a place accessible to all employees. Different job classifications will be listed separately.

- (b) A ~~seniority~~ list shall be compiled by February 1st of each year and shall be open for correction for a period of thirty (30) days on presentation of proof of error by an employee. ~~Seniority~~ standings shall not be changed after becoming established if the list has been posted for thirty (30) days without protest.

7.08 Reduction and Increase in Staff

- (a) In reducing forces, the reverse order of seniority shall govern.
- (b) When forces are increased, any employee on lay-off shall be returned to service in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the Company; and thereafter, keep the Company informed of their current addresses. Employees failing to report for duty within ten (10) days from the date of notification by direct contact, or registered mail shall be considered to have resigned without notice.
- (c) During a period of lay-off an employee will continue to accrue seniority other than for pay purposes including vacation.

Article 8 • Vacations

- 8.01 With the exception of employees covered in Clauses 8.02, 8.03, 8.04, 8.05, 8.06 and 8.07 employees who, prior to January 1st of the calendar year, have had a continuous employment relationship of more than thirty (30) days of cumulative service in the preceding calendar year shall be allowed one (1) working day's vacation with pay for each twenty-five (25) normal working days of service or major portion thereof during the preceding calendar year to a maximum of ten (10) working days of vacation with pay.

8.02 Employees who, by December 31st of the current calendar year, will have maintained a continuous employment relationship for at least five (5) years, but less than ten (10) years, and will have completed one thousand two hundred and fifty (1250) cumulative working days of service shall be allowed fifteen (15) working days vacation with pay during such year, providing they remain in the employ of the Company until December 31st of that year. In subsequent years such employees will be allowed one (1) working days vacation with pay for each sixteen and two-thirds (16 2/3) cumulative working days of service or major portion thereof during the preceding calendar year to a maximum of fifteen (15) working days vacation with pay.

Employees who leave the Company prior to December 31st of the year in which they meet the service requirement will not be eligible for the third week of vacation, and the Company will recover the cost from the employee in cases where the vacation has already been taken.

8.03 Employees who, by December 31st of the current calendar year, will have maintained a continuous employment relationship for at least ten (10) years, but less than fifteen (15) years, and will have completed two thousand five hundred (2500) cumulative working days of service shall be allowed twenty (20) working days vacation with pay during such year, providing they remain in the employ of the Company until December 31st of that year. In subsequent years such employees will be allowed one (1) working days vacation with pay for each twelve and one-half (12 1/2) cumulative working days of service or major portion thereof during the preceding calendar year to a maximum of twenty (20) working days vacation with pay.

Employees who leave the Company prior to December 31st of the year in which they meet the service requirements, will not be eligible for the fourth week of vacation and the Company will recover the cost from the employee in cases where the vacation has already been taken.

8.04 Employees who, by December 31st of the current calendar year, will have maintained a continuous employment relationship for at least fifteen (15) years, and will have completed three thousand seven hundred and fifty (3750) cumulative working days of service, shall be allowed twenty-five (25) working days vacation with pay during such, providing they remain in the employ of the Company until December 31st of that year. In subsequent years such employees will be allowed one (1) working days vacation with pay for each ten (10) cumulative working days of service of major portion thereof during the preceding calendar year to a maximum of twenty-five (25) working days vacation with pay.

Employees who leave the Company prior to December 31st of the year in which they meet the service requirements, will not be eligible for the fifth week of vacation and the Company will recover the cost from the employee in cases where the vacation has already been taken.

8.05 Employees who, by December 31st of the current calendar year, will have maintained a continuous employment relationship for at least twenty-two (22) years, and will have completed five thousand five hundred (5500) cumulative working days of service, shall be allowed thirty (30) working days vacation with pay during such year, providing they remain in the employ of the Company until December 31st of that year. In subsequent years such employees will be allowed one (1) working days vacation with pay for each eight (8) cumulative working days of service of major portion thereof during the preceding calendar year to a maximum of thirty (30) working days vacation with pay.

Employees who leave the Company prior to December 31st of the year in which they meet the service requirement will not be eligible for the sixth week of vacation and the Company will recover the cost from the employee in cases where the vacation has already been taken.

- 8.06** Employees leaving the service of the Company who have completed thirty (30) days but less than one (1) year of continuous service with the Company, excluding any layoff period or authorized leave of absence, shall be entitled to four percent (4%) of total wages earned during their period of employment as vacation pay.
- 8.07** Employees leaving the service of the Company who have completed one (1) year of continuous service with the Company, excluding any layoff period or authorized leave of absence at a time when an unused period of vacation stands to their credit, shall be paid the amount due them in lieu of vacation calculated to the date of their leaving the service as provided for in Clauses 8.01, 8.02, 8.03, 8.04 or 8.05.
- 8.08** (a) Time off duty on account of compensable injuries shall be included in the computation of services for vacation purposes to the extent that the vacation entitlement of an employee, returning to the service of the Company from such absence, will not be reduced in either the year of his/her return, or the year following his/her return, or both, whichever is applicable. Employees shall be compensated for vacation at the rate of their regular positions.
- (b) Time off duty on account of bona fide illnesses, injury, to attend committee meetings called to court as a witness, or for jury duty, not exceeding a total of ninety (90) calendar days in any calendar year shall be included in the computation of service for vacation purposes.
- 8.09** Applications for annual vacation filed in November of each year shall be given preference, insofar as it is practicable to do so in order of seniority of the applicants.
- 8.10** Applications for annual vacation shall be made by entering them on a list displayed in the Commissary area.

8.11 An employee who is absent from work immediately prior to his/her scheduled vacation period and qualifies for the benefits of the salary continuation plan or who subsequently qualifies for the salary continuation plan due to sickness or injury occurring immediately prior to his/her scheduled vacation period may have his/her vacation period rescheduled. Should the Company be unable to re-schedule such vacation periods in the current year, the entitlement may be carried into the following year.

8.12 A permanent employee who is entitled to less than ten (10) working days of annual vacation under the provisions of Article 8 in any calendar year will be granted leave of absence without pay or OTB time off at his/her request to the extent necessary to give him ten (10) consecutive working days free of duty in that year. Such leave may only be taken at a time and in a manner consistent with the regular vacation schedule.

This provision will not apply to any employee prior to completion of his/her probationary period as defined in Clause 7.01 nor to any employee not on the payroll prior to April 1st of the year in question.

Article 9 • Grievance Procedure

9.01 Whenever any dispute arises between the Company and the Union or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures. Time limits to institute this grievance procedure.

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor. However, such employee will be entitled to be accompanied by a Shop Steward or Union Representative.

Time limit to institute grievance:

Termination or lay-off - ten (10) days
All others - five (5) days

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company Supervisor and a Shop Steward or Local Union Representative. Step 2 must be completed within ten (10) calendar days from the completion of Step 1.

Step 3: Failing settlement under Step 2, such grievance and any question, dispute or controversy that is not of a kind that is subject to Steps 1 and 2, the grieving party shall reduce his/her grievance to writing and it will be referred to and taken up between the Secretary or other Bargaining Representative of the Union and the Company's authorized representative. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 2.

Step 4: Failing settlement under Step 3, the grievance shall be taken up in a presentation to a Grievance Board, hereinafter referred to as "The Board" consisting of two (2) Union Representatives selected by the Union and two (2) Company Representatives.

Except by written mutual agreement between the Union and the Company providing for an extension of time, Step 4 must be completed within ten (10) calendar days from the completion of Step 3.

Step 5: Failing settlement under the above Steps, the matter will be referred to an agreed upon neutral person to act as an Arbitrator who will meet with the parties to hear both sides of the case. Failing to agree upon a neutral person, the Ministry of Labour will be requested to appoint a neutral Arbitrator.

The Arbitrator shall be required to hand down his/her decision within fourteen (14) calendar days following completion of the hearing and his/her decision shall be final and binding on the two parties to the dispute.

The cost of the Arbitrator will be borne equally by the Union and the Company.

- 9.02 (a) An employee will be furnished with a copy of all letters, memos, comment or complaints regarding his/her performance with a copy to the Union.
- (b) In the event that no disciplinary action has been taken during the intervening period, letters of reprimand or discipline that are one (1) more years old will not be considered in any assessment of the employee's record.
- (c) The employee's personnel file may be reviewed by the employee in the presence of the designated representative on reasonable notice to the Company.

Article 10 • General

10.01 A Business Agent of the Union or his/her duly accredited representative shall be permitted access to the Caterair Chateau Canada Limited Commissary Section at Vancouver International Airport at any reasonable time to attend the Union matters concerning employees covered by this Agreement provided, however, that such visits do not interrupt the Company's working schedule. Prior permission shall be requested but such permission shall not be unreasonably withheld.

- 10.02 (a) The Union shall appoint or elect Shop Stewards from among its members in the bargaining unit and shall notify the Company of such appointment or election.
- (b) The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity.

- (c) Shop stewards shall not suffer a ~~loss~~ in pay as a result of their participation in the grievance procedure ~~during scheduled~~ working hours, not to ~~exceed two~~ and one half (2.5) hours per week.

10.03 The Company will forward the name, address and employment status of new employees in a monthly report to the ~~Secretary/Treasurer~~ of the Union.

10.04 ~~Except~~ in emergency, management personnel shall ~~not~~ engage in work which is normally accomplished by employees covered by this Agreement. The imminent delay of an ~~aircraft is~~ considered an emergency; work of lesser consequence is not normally considered an emergency.

10.05 The Union shall notify the Company as soon as possible of the existence of a recognized legal picket line.

Article 11 - Severance Pay

11.01 A permanent employee covered by this Agreement who has completed one (1) year of continuous service under this Agreement immediately prior to being laid-off through no fault or ~~action~~ of his/her own, including lay-off resulting from merger or geographical relocation, shall ~~receive~~ severance pay as provided in Clause 11.02, subject to the limitations and conditions set forth herein, but ~~he/she~~ shall receive no severance pay if any one ~~(1)~~ more of the following conditions exist:

- (a) ~~he/she~~ exercises his/her seniority in order to remain in the employee of the Company or accepts transfer;
- (b) ~~he/she~~ accepts any other employment ~~with~~ the Company or refuses to accept a ~~job~~ in his/her own or comparable work and pay classification under this Agreement;

- (c) *the* lay-off is caused by an act of God, a national war emergency, ~~revocation~~ of the Company's operating certificates ~~or~~ certificate;
- (d) the lay-off is caused by a strike, lockout ~~or~~ picketing of the Company's premises;
- (e) *he/she* is on leave of absence on the effective date of lay-off. In the case of an employee on leave of absence due to illness on the date of lay-off for *his/her* seniority position, these lay-off provisions will become effective on the date that *he/she* is able and reports for work following termination of such leave of absence;
- (f) *his/her* service is terminated as a result of discipline, retirement, correctable medical reasons or resignation other than as a direct result of, or during a lay-off.

11.02 The amount of severance pay due under this Article shall be based on the length of actual straight time continuous service ~~with~~ the Company under this Agreement and shall be computed on the basis of the employee's straight time weekly rate at time of lay-off as follows:

- (a) If the employee has completed one (1) year of service but less than three (3) years, *his/her* severance ~~allowance~~ will be two (2) weeks;
- (b) for service in excess of three (3) years, *his/her* severance allowance will be one (1) week for each year of completed service up to a maximum of twenty-three (23) weeks.

11.03 The employee eligible ~~for~~ lay-off pay shall receive such pay starting at the time of lay-off and payments for the amount due shall be at regular pay periods and continue until all lay-off credit is used, except that in no event shall any such pay be due after the effective date of recall by the Company.

11.04 In the event that a laid-off employee is recalled or obtains other employment with the Company without having used all his/her severance pay, the unused time will be credited to his/her account, however, service for additional severance pay credits will only be accumulated from his/her date of recall to the position from which he/she was laid-off.

Article 12 • Technological Change

12.01 The Company will give the Union as much advance notice as possible of any impending technological change which will affect a change in working conditions with adverse effects on the employee. Such notice will not be less than ninety (90) days.

Article 13 • Deduction of Dues

13.01 All employees will be required to become members of the Union and remain members in good standing as a condition of continued employment, in accordance with the Local Union No. 31 Constitution and By-Laws.

The Company agrees to deduct from the earnings of each employee in the bargaining unit union dues, fees and assessments legally levied, and in the amount communicated to the Company by the Union from time to time, and so indicated on the monthly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made from the employee's wages.

13.02 Employees filling positions of a supervisor or confidential nature not subject to the rules of the Agreement shall be exempted from Union membership.

13.03 Teamsters Local No. 31 Union/Industry Advancement Fund.

The Employer shall make contributions at the rate of five cents (\$0.05) per hour worked for each employee covered by this agreement to a maximum of one hundred fifty-seven and one half (157.5) hours per month. Payment shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the fifteenth (15th) of the month following that to which they refer.

Article 14 - Bulletin Boards

14.01 The Company will provide one bulletin board for the Union with lockable glass doors where proper notices of direct interest to employees may be posted.

Article 15 - Jury Duty

- 15.01 (a) An employee serving on jury duty will be paid at his/her straight time rate and will turn over to the Company all monies received from the government for such services.
- (b) Jury duty is understood to include serving as a crown witness and/or attendance at a coroner's inquest.
- (c) Employees will not be expected to provide more than thirty-seven and a half (37.5) hours combined jury duty/work hours in their normal work week. Employees shall have a minimum of eight (8) hours rest between the end of their jury duty and the commencement of their next shift.

Article 16 - Bereavement Leave

16.01 Effective July 21, 1994, in the event of the death of a member of an employee's family, the employee will be entitled to three (3) working days leave at his/her regular rate of pay, excluding shift premiums.

- 16.02 The term "member" of an employee's family shall mean: spouse, sons, daughters, parents, brothers, sisters, parents-in-law, grandparents, grandchildren, legal guardian, sons-in-law and daughters-in-law.
- 16.03 Should any employee be requested by the Company to give proof with respect thereto, he/she shall be obliged to do so in order to establish proper qualification for payment.

Article 17 • Protection of Employees

- 17.01 (a) Any Company or Government required physical or medical examination shall be promptly complied with by all employees, provided however, the Company shall pay for all such physical or medical examinations or for any time lost to a maximum of four (4) hours, as a result thereof during his/her working hours.
- (b) If following a medical examination under (a) of this Section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his/her personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose specialty covers the disability. The Company's doctor and the employee's doctor, together, shall then select such specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such appointment. The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss of wages or health and welfare benefits, whichever applies, as a result of such examination(s).

- (c) An employee who has been absent from work because of illness or accidents shall not suffer a reduction in his/her regular wages only because the Company required a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he/she will be paid his/her regular wages for each day or days until he/she returns to work, provided the Company medical examiner certifies the employee to resume work.
- 17.02 All protective equipment as specified will be worn as a condition of employment.
- 17.03 No employee shall be required to perform work that he/she has reasonable cause to believe is likely to endanger himself or another employee. He/she shall forthwith report the circumstances of the matter to his/her immediate supervisor and the Shop Steward. He/she shall not be required to resume work until an investigation has been completed and any required changes have been implemented.
- 17.04 (a) The Company shall not require any employee to operate any vehicle that is not in safe operating condition, or not equipped with safety equipment prescribed by law.
- (b) All equipment established as being unsafe shall be identified by a safety tag.
- 17.05 (a) The Company shall inform all employees of known hazardous working conditions occurring during shift
- (b) The Company will not require employees represented by the Union to participate in searches of Company equipment, property or premises in the event of a bomb threat. This understanding does not preclude the voluntary participation by these employees in such searches. However, the Company shall inform the employees that a bomb threat has been reported before

requesting the employees to ~~search or service~~ the Company's equipment, ~~property~~ or premises.

17.06 An employee's refusal to ~~cross~~ a lawful picket line that has been established by a union on strike against the company, shall not be a violation of this agreement or cause for discharge or discipline.

Article 18 • Employee **Benefits**

18.01 Pension Plan

Commissary employees with more than six (6) months continuous service will be eligible to participate in the Caterair Chateau Canada Limited Pension Plan.

18.02 Dental Plan

(a) The Company will assume one hundred percent (100%) of the **cost** of the Dental Plan for eligible employees.

(b) It is further **understood** by both parties that the Company shall have full **trusteeship** of the Dental Plan. The level of coverage is outlined in the Dental Plan.

18.03 Group Medical

(a) The Company will assume one hundred percent (100%) of the **cost** of the Medical Services Plan of British Columbia premiums for eligible employees.

(b) It is understood by both parties **that** this participation by the Company **will not be compounded** by any compulsory provincial or federal medical plan either in existence or introduced at a later date.

18.04 Extended Health and Benefits Plan

The extended health and benefit plan will provide coverage for ~~corrective~~ lenses in accordance with the provisions of the MSA Vision Care rider. The maximum amount claimable during any consecutive twenty-four (24) month period will be seventy-five dollars (\$75.00). Premium costs for eligible employees will be assumed by the Company.

18.05

- (a) Group life Insurance will be provided to full-time employees ~~for twenty-five~~ thousand dollars (\$25,000.00). At ~~his/her own~~ expense an employee and/or spouse may choose to have additional insurance. During June of each year eligible employees may change their level of coverage. Any employee electing increased coverage must submit an evidence of insurability document at ~~his/her own~~ expense. The insurance underwriter will have the power of decision regarding the applicant's insurability.
- (b) Group Life Insurance coverage of ~~two~~ thousand dollars (\$2,000) will be provided for spouses of full-time employees with the Company paying one hundred percent (100%) of the premium.

18.06 Group Salary Continuation

- (a) Weekly Indemnity - ~~the~~ Weekly Indemnity Plan provides salary payments of seventy percent (70%) of weekly wages, beginning the 13th working day after illness or accident for a maximum period of fifteen (15) weeks. The Company will assume one hundred percent (100%) of Weekly Indemnity Premiums.
- (b) Long Term Disability - Long Term Disability provides coverage at ~~sixty~~ percent (60%) of ~~weekly wages~~ after an

elimination period of one hundred and seventeen **(117)** days and will terminate when disability ceases, death or age 65. The Company will assume one hundred percent **(100%)** the cost of Long Term Disability Premiums.

18.07 Sick Leave

- (a) For the first illness in the calendar year, the sick program will provide for the payment of one hundred percent **(100%)** of the employee's basic daily wage for each day of absence to the maximum of twelve **(12)** days allowable.
- (b) For the second and subsequent illnesses in a calendar year, the sick leave program will provide for the payment of eighty percent **(80%)** of the employee's basic daily wage for each day of absence to the maximum twelve **(12)** days allowable.
- (c) An employee injured while at work will receive one hundred percent **(100%)** of his/her normal daily wages for the day of the injury (for which Workers' Compensation is not received) provided the claim is accepted by Workers' Compensation. Such payment will not be charged against the employee's sick leave credits.
- (d) Providing an employee has not been absent more than twice during the calendar year, one-half **(1/2)** of the sick leave entitlement standing to his/her credit at the end of the calendar year will be credited towards a special sick leave account to a maximum of twelve **(12)** days. Credits in this account may be used to provide sick leave payments for employees who are affected by a second or subsequent absence due to an illness which is in excess of twelve **(12)** working days within a twelve (12) month period. Any regular sick leave credits must first be exhausted prior to credits being withdrawn from this account. Payment of credits accumulated under this

clause will be in accordance with Clause 18.07 (a) or 18.07 (b) as applicable.

18.08 Uniforms

- (a) The Company agrees to provide **two (2)** free issues of such clothing per year. The employee will be responsible for the cost of **additional** requirements for such clothing to a maximum of **two (2)** additional issues per year.
- (b) In addition, the Company will assume fifty percent (50%) of the cost of one **(1)** parka or jacket per year for each employee regularly assigned to outside work.
- (c) Where, in the interests of safety, the company requires the wearing of safety footwear (steel toe), the company will reimburse each employee the sum of seventy-five dollars **(\$75.00)**.

Effective July 21, 1996, the Employer agrees to pay a **combination** uniform cleaning and boot allowance of one hundred and forty-five dollars (\$145.00) per year to be paid in the form of a yearly allowance, effective March 1 of each year, no receipt required.

Article 19 - Casual Employees

- 19.01** Casual employees are defined as those who work **on** an on-call basis and are not assigned a regular scheduled shift. Casual employees are not eligible for benefits except as expressly stated herein.
- 19.02** When casual employees are called to work, the Company shall give the employee as much advance notice as possible. The Company shall not **discriminate** against casual employees based on length of time estimated to arrive at work (up to one (1) hour).

- 19.03 Where more than one (1) period of coverage is required, the minimum spread between periods must not be less than eight (8) hours or the provisions of Clause 4.04 will apply.
- 19.04 Casual employees will not be used in a classification where permanent employee(s) are on lay-off status and will be laid-off prior to permanent employees.
- 19.05 Casual employees requested or assigned to work on a recognized general holiday will be paid at the overtime rates applicable to the corresponding group of permanent employees as outlined in Articles 4 and 5.
- 19.06 Hours for which a casual employee receives overtime pay will not be included for computation of service credits.
- 19.07 (a) Overtime rates are applicable to casuals as outlined in Article 4.
- (b) In order to provide fair and equitable treatment for casual employees, the Company agrees to regularly review the hours of the casual employees and upgrade additional members to permanent full-time status as it becomes appropriate to do so.
- 19.08 Casual employees shall be used to provide maximum flexibility in scheduling to meet operational requirements. Should the Union consider the use to be excessive, they will confer with the Company and both parties will endeavour to resolve the matter to their mutual satisfaction.
- 19.09 Casual employees shall be eligible for MSP and Company pension on completion of eight hundred (800) hours in a twelve month period, hours to be carried over on breaks of less than two (2) months.



Article 20 - Management Rights

20.01 Subject only to the restriction contained in this Agreement, the Union acknowledges the exclusive right of the Company to manage the enterprise in which it is engaged, and to direct its operations, to make all decisions pertaining thereto and to make all technological, operational and organizational changes it decides upon, and, without limiting the generality of the foregoing, the Company shall have the right to:

- (a) maintain order, discipline and efficiency;
- (b) limit, suspend or cease operations;
- (c) establish requirements of a job, labour standards qualifications, safety and efficiency to classify and reclassify positions as well as to assign employees from one duty to another as required;
- (d) hire, discharge, transfer, promote, demote or discipline employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without reasonable cause may be subject to a grievance and dealt with as hereinafter provided.

20.02 It is mutually agreed that there shall be no strike, lock-out or slow-down whether sympathetic or otherwise during the term that this Agreement shall be in force.

Article 21 - Renewal and Termination

21.01 This Agreement shall become effective ~~as of July 21st, 1995,~~ and shall continue in full force until July 20th, 1997, and shall renew itself without change ~~each succeeding July thereafter~~ unless written notice of intended change is served by either party hereto not less than sixty (60) days nor more than ninety (90) days prior to July 22nd in any year.

21.02 In the event of notice of revision, amendment or termination of this Agreement, the Agreement shall remain in full force and effect until suspended by a new Agreement.

21.03 There shall be no retroactive application of the terms of this Agreement to employees not on the payroll as of the date of ratification other than those retired on leave of absence or on laid-off status.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 30th day of July, 1996.

FOR THE COMMISSARY EMPLOYEES EMPLOYED BY CATER AIR CHATEAU CANADA LIMITED, VANCOUVER INTERNATIONAL AIRPORT, VANCOUVER, B.C.

TEAMSTERS LOCAL UNION NO. 31.

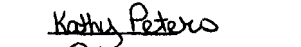
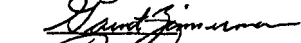
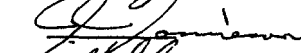

FOR THE COMPANY

FOR THE UNION







MEMORANDUM OF SETTLEMENT

BETWEEN: CATERAIR CHATEAU CANADA LTD.

AND: TEAMSTERS LOCAL UNION NO. 31

The Parties agree to recommend to their respective principals the following terms and conditions to conclude a collective agreement:

1. All items agreed to prior to mediation remain agreed to, except the Letter of Understanding regarding a Direct Deposit Feasibility Study signed on August 15, 1995. The Parties have agreed this Letter of Understanding is to be modified as follows:

"The Parties agree that within three months of the ratification of this collective agreement direct deposit will be implemented."
2. For those employees who are on payroll as of ratification, the following wage increases will apply:

"Wages will increase by two percent (2%) effective July 21, 1995. Wages will increase a further two percent (2%) effective July 21, 1996."
3. Effective July 21, 1995 Longevity pay will increase as follows:

\$0.05 (five cents) for nine (9) years service
\$0.25 (twenty-five cents) for twenty-five (25) years service
\$0.30 (thirty cents) for thirty (30) years service"
4. Effective July 21, 1995 add the word "company" prior to the word service in longevity pay.
5. The Lead Hand is to be the Trainer. When training, holiday relief is moved to acting Lead Hand.

6. **New language for Picket Lines is to be added as Article 17.06** as follows:
 "An employee's refusal to **cross** a lawful picket line that has been established by a Union on strike against the Company shall not be a violation of this Agreement or cause for discharge or discipline."
7. Effective July 21, 1995 modify Article 6.09(b) as follows:
 "In ~~the~~ event an employee ~~is~~ off work due to illness or non work related injuries longer than 180 days or six (8) months, whichever is greater, ~~he/she~~ shall be required to repay premiums paid by the Company on his/her behalf for health and welfare, as per Article 6.09 (c)."
8. **Uniform Cleaning Allowance/Safety Boot Allowance**
 Effective July 21, 1996, the Employer agrees to pay a combination uniform cleaning and boot allowance of one hundred and ~~forty-five~~ dollars (\$145.00) per year to be paid in the form of a ~~yearly~~ allowance, effective March 01 of each year, no receipt required.
9. Effective July 21, 1996 Article 6.08 will read as follows:
 "Industrial First Aid Attendants will be paid ~~seventy-five~~ dollars (\$75.00) per month."
10. Effective July 21, 1996 Article 18.02, Dental Plan, shall be amended as follows:
 "There shall be lifetime benefit of twenty-five hundred dollars (\$2500.00) for Plan C (Plan ~~4~~**Ortho**)."

Signed this 7th day of March 1996

For the Union

Kathy Peters

Jim Jamieson

Chad Jones

For the Employer

Sharon Coleman

Elizabeth Browne

Pat O'Neill

Catharine Chu

Marty Mahovlich

Barbara Sharp
Mediator