

SOURCE	Comp
EFF.	97/1/15
NO. OF EMPLOYEES	15
NOMBRE D'EMPLOYÉS	15

COLLECTIVE AGREEMENT

BETWEEN

SKY CHEFS CANADA LTD.

AND

TEAMSTERS LOCAL UNION NO. 31

RECEIVED
SEP - 9 1999

EFFECTIVE

JULY 21, 1997 - JULY 20, 2000

(1168702)

AGREEMENT NO. 17

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AGREEMENT NO. 17

Article 1 - Preamble

- 1.01 This Agreement is made and entered into by and between ~~sky~~ **Sky** Chefs Canada Ltd., hereinafter referred to as the "Company" and the Commissary and Receiver / **Stores** Employees employed by the Company in Commissary Services ~~at~~ **at** Vancouver International Airport, 6001 Grant McConachie Way, Vancouver, BC, as represented by ~~Teamsters~~ **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 cooperation ~~are~~ **is** essential for mutual benefit and public service.
- 1.02 The provisions of this Agreement shall be binding ~~on~~ **on** any purchaser or successor of the Company for the duration of this Agreement. The Company ~~agrees~~ **agrees** that, in the event of purchase or merger, discussions will be held with representatives of ~~the~~ **the** Union for the purpose of reaching a fair and equitable ~~arrangement~~ **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~~ **as** the sole collective bargaining agent for the Commissary and Receiver/Stores Employees employed by the Company in Commissary services at Vancouver International Airport, 6001 Grant McConachie Way, Vancouver, BC.
- 2.02 The Union agrees that there will be no Union activities carried out during working hours except ~~as~~ **as** expressly provided herein.
- 2.03 If legislation ~~is~~ **is** enacted which has an effect on the provisions of this Agreement or on Company policy which has a detrimental effect ~~on~~ **on** the employees covered by this Agreement, or which renders any part of this Agreement null and void, 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~~ **no** sub-contracting of work presently performed by Commissary and Receiver/Stores employees.

Article 3 - Hours of Service

- 3.01 The work week for permanent employees will consist of ~~one~~ **one** of thirty seven and one-half (37 ½) hours comprised of flexible shifts ~~as~~ **as** follows:
- | | |
|-----------------|----------------|
| 5 day work week | 5 x 7 ½ hours |
| 4 day work week | 4 x 9 ½ hours |
| 3 day work week | 3 x 12 ½ hours |

An employee shall have the same starting time for each day of the week for the length of the schedule; however, starting times may be adjusted by mutual agreement between the parties.

- 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, Statutory 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 ½) 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 ½, 9 ½, & 12 ½) 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 ½, 9 ½, & 12 ½) hours exclusive of meal period.
- (c) Night shift - (commencing between 2100 hours 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.
- 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 co-operate 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 their scheduled or assigned shift 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 off duty as provided by this Clause, he/she shall be compensated for such lost time at his straight time hourly rate. The provisions of this Clause will not apply in the event of shift changes due to schedule change or to shift exchanges between employees or assigned rest days if called on overtime.
- 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 (1½) 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 Statutory holiday, time and one-half (1½) for his/her regular scheduled hours or, if not working, his/her regular hours, seven and one-half (7½) hours, double (2) time thereafter. If a full-time employee's regular scheduled work day falls on a Statutory holiday, the employee will be paid time and one-half (1½) 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 (1½) 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 Statutory holidays shall be paid time and one-half (1½) 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 Statutory holiday ~~as~~ a replacement for an employee unable to fill a scheduled shift shall be called for a minimum of seven and one-half (7½) 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;
 - (h) When overtime is ~~as~~ a result of mandatory assignment, time worked 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) Except in the event of imminent delay of an aircraft or any other emergency situation, the Company agrees to provide at least two hours notice of required overtime. If overtime is refused by all employees ~~working~~ their regularly scheduled shift(s), 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.

4.09 Written requests for time off submitted no less than twenty-eight (28) days prior to the requested day(s) off shall be responded to by the Company in writing no less than fourteen (14) days prior to the requested day(s) off.

4.10 Employees on vacation are not eligible for overtime assignments.

Article 5 - Assigned Days off Duty & 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 statutory holidays shall be observed on the following days. If not worked, provided that the employee is entitled to wages for at least one hundred and twelve and one-half (112 %) hours during the thirty (30) day calendar days immediately preceding the statutory holiday, the employee will be paid at straight time:

New Year's 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 statutory holidays shall be paid at the rate of two and one-half (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 statutory 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.

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

5.05 (a) Three (3) floating holidays will be granted each calendar year 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.

- (b) An employee will be credited with one day if he/she leaves the service of the Company before March 31st in any calendar year for reasons other than retirement or layoff.
- (c) In the event an employee takes more than one day before March 31st, and leaves the service of the Company prior to this date, the pay for this additional time will be recovered from his/her pay credits at the close of his/her record.

5.06 In the event that any employee has requested the floating day(s) under this Clause but the Company has been unable to grant the request or to assign the days off during the calendar year, the employee may opt to either be paid the unused floating holiday(s) at his/her regular hourly rate or to carry over the unused floating holiday(s) to the next calendar year. If the floating holiday(s) carried over have not been taken by December 31st of the next calendar year, the Company shall pay the carried over floating holiday(s) at the employee's regular hourly rate on the next scheduled pay period. At no time shall an employee accumulate more than six (6) floating holidays.

Article 6 - Minimum Hourly Rates of Pay

6.01 (a) Commissary Attendant and Receiver/Stores Rate

Classification	Current Rates	7/21/97	7/21/98	7/21/99	1/21/00
1st 26 weeks	\$14.57	\$14.79	\$15.01	\$15.24	\$15.47
2nd 26 weeks	\$15.03	\$15.26	\$15.48	\$15.72	\$15.96
3rd 26 weeks	\$15.62	\$15.85	\$16.09	\$16.33	\$16.58
4th 26 weeks	\$16.21	\$16.45	\$16.70	\$16.95	\$17.20
5th 26 weeks	\$16.80	\$17.05	\$17.31	\$17.57	\$17.83
6th 26 weeks	\$17.39	\$17.65	\$17.91	\$18.18	\$18.46
7th 26 weeks and thereafter	\$18.02	\$18.29	\$18.56	\$18.84	\$19.12
Lead Commissary Attendant	\$20.00	\$20.30	\$20.60	\$20.91	\$21.23

(b) Casual Rate:

Classification	Current Rate	7/21/97	7/21/98	7/21/99	1/21/00
1 st 26 weeks	\$11.82	\$12.00	\$12.18	\$12.36	\$12.55
2 nd 26 weeks	\$12.38	\$12.57	\$12.76	\$12.95	\$13.14
3 rd 26 weeks	\$12.93	\$13.12	\$13.32	\$13.52	\$13.72
4 th 26 weeks	\$13.50	\$13.70	\$13.91	\$14.12	\$14.33
5 th 26 weeks and thereafter	\$14.07	\$14.28	\$14.49	\$14.71	\$14.93

(c) When a new classification of employment is established for which rates of pay are not included in this Agreement, the wage rate for the new classification shall be subject to negotiation between the parties. The rate(s) established shall be retroactive to the date of implementation. If the parties are unable to agree on a wage rate then the Company may establish a wage rate and the matter shall be subject to the steps of the grievance procedure.

(d) When an employee is assigned additional duties as a trainer, the employee will be paid at the lead commissary attendant rate for the period of training.

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 their respective 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 per hour
after 10 years of company service	=	\$0.10 per hour
after 15 years of company service	=	\$0.15 per hour
after 20 years of company service	=	\$0.20 per hour
after 25 years of company service	=	\$0.25 per hour
after 30 years of company service	=	\$0.30 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 statutory 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 seventy-five dollars (\$75) per month.

- 6.08** Time off duty on account of bona fide illnesses, injury, or to attend committee meetings, not exceeding a total of one hundred and twenty (120) 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 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 behalf for Health and Welfare, as per article 6.09(e).
- (c) Union Dues
- (i) The employee agrees to reimburse the Company for such contributions made on his 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) In the event an employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.
- (d) In cases where an employee is on a leave of absence, other than an absence due to bona fide illness or injury, injury covered by workers' compensation, suspension pending discharge, maternity/paternal leave, or jury duty, the employer will only maintain his/her existing health and welfare plans, union dues, and other deductions, if the employee pays the employer in advance on a monthly basis.
- (e) When an employee returns to work, the Company shall deduct from his earnings any monies paid out on his behalf by the Company, and in respect to his 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 more than one hundred dollars (\$100.00) in maximum instalments of **fifty dollars (\$50.00)**.

-if an employee for any **reason** is dismissed or **leaves** the employ of the Company, and **there are** monies still owing (**from** any source) with **respect** to **his/her** contributions and deductions made **on his/her** behalf by the Company, the Company may deduct the **full** amount owed **from his/her** final payment.

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

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 nine hundred and forty-five (**945**) hours worked **from** the date of employment. If retained beyond the probationary period, **as** outlined above, the employee 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 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.
- (d) **A** permanent employee who elects to step down to a casual position with the Company shall have **his/her** name placed at the bottom of the casual seniority list for work assignment purposes. **He/she** shall be paid at the casual rate in accordance with the increment level attained **as** a permanent employee.

7.02 **An** employee's departmental seniority shall be from the date they are employed in any classification within this bargaining unit. **An** employee's company seniority shall be from the date they are employed in any capacity by the Company.

7.03 Where two (2) or more employees have the same seniority date, including credits, the employee with the longer Company service will appear first on the seniority list. In the event of equal Company service the employee to appear first on the seniority list will be determined by random selection.

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, **be 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 **rem s** 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 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) Seniority lists 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.
 - (c) It is understood that there will be a separate seniority list for the Receiver/Stores classification, and that assignments of overtime, filling of vacancies, lay off and **recall** will be based on seniority within the Receiver/Stores classification. Employees in the Commissary classification are not allowed to bump into the Receiver/Stores classification, and vice versa
- It is further understood that there will be separate shift bidding, and vacation bidding based on seniority for the Receiver/Stores classification.
- 7.08 The Company agrees that any full-time officer of the Union who is on a leave of absence for the purpose of performing duties **as an** officer of the Union shall not lose departmental or Company seniority and shall continue to accumulate seniority while performing such duties. Upon leaving the duties **as** an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified, if any position within such class is held by **an** employee with **less** seniority. If all of the positions within such class **are** held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which the employee is qualified.

7.09 Upon written request from the Union, the Company will grant a leave of absence without pay for attendance at Union conventions, seminars, or training. Total absence allowed for this purpose shall not exceed forty (40) working days in one (1) year. It is understood that the Company will pay the employee's wages and bill the Union for the cost of wages of such employees.

7.10 Educational Leave

- (a) A permanent employee with more than three (3) years of continuous employment with the Company may apply for educational leave to pursue a program of studies at an accredited educational institution.
- (b) The employee must apply for educational leave prior to March 15 of the calendar year in which the employee proposes to pursue the program of studies, and must submit such information in support of the application as the Company may reasonably require.
- (c) The Company must respond to the application within one (1) month of receipt of the application. The Company may approve or deny the application based upon operational requirements and availability of suitable replacements.
- (d) If the employee's application is approved by the Company, the employee will be placed on an unpaid leave of absence commencing on the date specified in the application.
- (e) Leave will normally be granted for up to one (1) year at a time. If the program of studies being undertaken is longer than one (1) year, the employee must re-apply for additional leave. Leave under Article 7.10 may not be combined with leave under any other provision of this Agreement.
- (f) Company benefits shall be discontinued for the employee for the duration of the leave unless the employee pays his/her own premiums for the duration of the leave in advance.
- (g) The period of educational leave shall be considered continuous service for the purposes of seniority, however, the period of leave shall not be considered continuous service for the purposes of pension contributions and vacation entitlements.
- (h) Employees on educational leave may elect to work in a casual employee capacity, but they will only be called to work after all other casual employees have been offered available assignments.
- (i) An employee on educational leave must give the Company one (1) month's written notice of his/her intention to return to work.

7.11 Long-term Service Leave

- (a) A permanent employee with more than seven (7) years of continuous employment with the Company may apply for long term service leave.
- (b) The employee must apply for the leave at least two (2) months before the proposed date for commencement of the leave.
- (c) The Company will respond to the application for long term service leave within one month of receipt of the application. The Company may approve or deny the application based on operational requirements and availability of suitable replacements.
- (d) Leave will normally be granted for up to one (1) year, unless the Company otherwise agrees. Leave under Article 7.11 may not be combined with leave under any other provision of this Agreement.
- (e) If the employee's application is approved by the Company, the employee will be placed on an unpaid leave of absence commencing on the date agreed to by the Company.
- (f) Company benefits shall be discontinued for the employee for the duration of the leave unless the employee pays his/her own premiums for the duration of the leave in advance.
- (g) The employee must give the Company one (1) month's notice of his/her intention to return to work on the scheduled date.
- (h) An employee who is granted long term service leave becomes eligible to re-apply in accordance with paragraph (a) above for long term service leave seven (7) years after the employee returns to work.

7.12 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 his/her 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.
- (d) It shall not be cause for discharge for any **employee** to **secure** and/or accept gainful employment when on lay off.

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 days vacation with pay for each twenty-five (25) normal working days of service or major portion thereof during the preceding calendar year to the 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 requirement 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, but less than twenty-two (22) 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 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 ten (10) cumulative working days of service or 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 requirement 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 or 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 lay-off 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 lay-off 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 or jury duty shall be included in the computation of service 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, or to attend committee meetings, not exceeding a total of one hundred and twenty (120) 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 due to sickness or injury occurring immediately prior to his/her scheduled vacation period may have his/her vacation period re-scheduled. Should the Company be unable to re-schedule such vacation period in the current year, the entitlement may be carried into the following year.

8.12 The number of vacations allocated each month is established by the Company. However, effective January 1, 1999, a minimum of eleven percent (11%) of the permanent work force in November shall be eligible for vacation entitlement for each week between June 15 and September 15 of the following calendar year.

The Company agrees that the first eight (8) employees who book four (4) weeks or more vacation time within the January 1st through February 28th and October 15th through November 30th period will each be entitled to one (1) additional week of vacation to be taken within those time periods. A minimum of eight percent (8%) of the permanent work force in November shall be eligible for vacation entitlement for each week outside of the June 15th through September 15th period of the following calendar year.

8.13 An permanent employee who is entitled to less than two (2) weeks of annual vacation under the provisions of Article 8 in any calendar year will be granted leave of absence without pay, OTE, re-assigned statutory holidays or floaters at his/her request to the extent necessary to give him/her two (2) consecutive working weeks 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.

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.

A grievance must be filed within fourteen (14) calendar days.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between the Company Director or his/her designee 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 two (2) Union Representatives selected by the Union and two (2) Company Representatives selected by the Company. Such written notice and meeting must take place within ten (10) calendar days from the completion of Step 2.

Step 4: 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 attempt to render his/her decision within thirty (30) 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 Nothing in article 9.01 prohibits the parties from utilizing Expedited Arbitration or Consensual Mediation-Arbitration as provided for in the British Columbia Labour Relations Code.

9.03 (a) An employee will be furnished with a copy of all letters, memos, comments 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) or 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 his/her 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 Sky Chefs Canada Ltd. Commissary Section at the Vancouver International Airport at any reasonable time to attend to 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.
- 10.03 The Company will forward the application cards of new employees to the Union on a monthly basis.
- 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 layoff resulting from merger or geographical location, 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) or more of the following conditions exist:
- (a) he/she exercises his/her seniority in order to remain in the employ 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 layoff is caused by an act of God, a national war emergency, revocation of the Company's operating certificates or certificate;
 - (d) the layoff 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 layoff 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 **effect** 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 tilling 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 ½) 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 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, common-law spouse, same sex partner, ~~sons~~, daughters, parents, brothers, sisters, parents-in-law, brothers-in-law, sisters-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.
- 16.04 If an employee is notified of the death of a member of the employee's family while the employee is working, the employee will be excused from, and paid for, the balance of that working shift, and this time shall not be charged against the leave provided under Article 16.01.

Article 17 - Maternity/Parental Leave

- 17.01 Maternity and parental leave shall be granted in accordance with the provisions of the Employment Standards Act, R.S.B.C. 1996, c. 113.
- 17.02 On the birth of a child, or when an employee adopts a child or assumes legal guardianship of a child, the employee may, upon written application, be granted one (1) day's leave with pay.

Article 18 - Human Rights

- 18.01 The Company and the Union subscribe to the principles of the Human Rights Code, R.S.B.C. 1996, c. 244.

Article 19 - Protection of Employees

- 19.01 (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 accident 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 fit to resume work.

19.02 All protective equipment as specified will be worn ~~as a condition~~ of employment.

19.03 No employee shall be required to perform work that he/she has reasonable cause to believe is likely to endanger himself/herself 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.

19.04 (a) The Company shall not require any employee to operate any vehicle that is not in safe operating condition, or not equipped with safely equipment prescribed by law.

(b) All equipment established as being unsafe shall be identified by a safety tag.

19.05 (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.

19.06 The Union ~~agrees~~ that in the event the Company becomes involved in a controversy with any other Union, the Union will ~~do~~ all in its power to help effect a fair settlement and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.

It shall not be a violation of this Agreement or cause for discharge or discipline of any employee in the performance of his/her duties to ~~refuse to cross~~ a legal picket line recognized by the Union.

~~During~~ the life of this Agreement, there shall be no lockout by the Company or any strike or stoppage of work by the Union.

19.07 Each employee shall be provided, at Company expense, any required employee identification card(s). The card(s) shall be returned to the Company at any separation from employment.

19.08 Where an employee is suspended by the Company pending investigation, the suspension shall be without pay for the first three (3) working days, and shall be with pay thereafter until such time as the Company makes a decision as to appropriate discipline.

Article 20 - Employee Benefits

20.01 Pension Plan

Commissary and Receiver/Stores employees with more than six (6) months continuous service will be eligible to participate in the Sky Chefs Canada Life Ltd. Pension Plan.

20.02 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.

20.03 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.

20.04 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.

20.05 Group Term Life

- (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.

20.06 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.

20.07 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 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 within a twelve (12) month period. Any regular sick leave credits must ~~fiat~~ be exhausted prior to credits being withdrawn from this account. Payment of credits accumulated under ~~this~~ clause will be **in** accordance with Clause 20.07 (a) or 20.07 (b) **as** applicable.

20.08 **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. The Company agrees to pay a uniform cleaning allowance of forty-five dollars (\$45.00) per year to be paid in the form of a yearly allowance, effective March 1 of each year, **no** receipt required or in the ~~alternative~~ provide laundered uniforms at **no** cost to the employee.
- (b) The Company will provide a parka or jacket **as** required for each employee.
- (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 one hundred dollars (\$100.00) effective March 1 of ~~each~~ year.

Article 21 - Casual Employees

- 21.01 Casual employees are defined **as** those employees who work **on an** on-call basis and are not assigned a regularly scheduled shift. The Company may utilize casual employees to replace permanent employees absent:
- (i) **on** vacation,
 - (ii) **on** banked time off, including floaters and re-assigned days.
 - (ii) **on Union** business,
 - (iii) **on** Workers Compensation leave,
 - (iv) **on** sickness leave, i.e. daily absences, Weekly Indemnity, **Long** Term Disability.
 - (v) **on** educational leave. or
 - (vi) **on long** term service leave.

Casual employees are not eligible for benefits except **as** expressly stated herein.

- 21.02** The Company shall establish a seniority list for casual employees for the Commissary Attendant Classification and a separate seniority list for casual employees for the Receiver/Stores classification. Permanent employees who ~~are~~ laid off will be placed at the top of the casual seniority list for their classification in accordance with their seniority as permanent employees. The Company agrees to offer all known work within a classification to employees on the casual list for that classification on the basis of their seniority.
- 21.03** 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).
- 21.04** 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.
- 21.05** Casual employees requested or assigned to work on a recognized statutory holiday will be paid at the overtime rates applicable to the corresponding group of permanent employees as outlined in Article 4 and 5.
- 21.06** Hours for which a casual employee receives overtime pay will not be included for computation of service credits.
- 21.07** Overtime rates are applicable to casuals as outlined in Article 4.
- 21.08** Casual employees shall be eligible for MSP and Company pension, on completion of eight hundred (800) hours in a twelve (12) month period, hours to be carried over on breaks of less than two (2) months.
- 21.09** Permanent employees on lay-off or education leave who are assigned to casual shifts shall maintain their permanent wage rate for work performed on those casual shifts.
- 21.10** If a casual employee has worked thirty-four (34) or more hours in a week, the Company is not obligated to offer a shift to the employee under Article 21.02. If an employee is not offered a shift as a result, the employee will have thirty-seven and one half (37 1/2) hours of service for that week credited towards his/her seniority.
- 21.11** A casual employee may elect to take up to two weeks' unpaid vacation per year. The casual employee will have thirty-seven and one half (37 1/2) hours of service for each week credited towards his/her seniority. Applications for annual vacation will be made in accordance with Article 3.09.



Article 22 -Management Rights

- 22.01 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.
- 22.02 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 23 - Renewal and Termination

- 23.01 This Agreement shall become effective as of July 21, 1997, and shall continue in full force until July 20th, 2000, 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.
- 23.02 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.
- 23.03 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.

23.04 The parties agree that the operation of subsections (2) and (3) of section 50 of the **Labour Relations Code** is specifically excluded from the operation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement on the 20th day of May, 1998.

FOR THE COMMISSARY AND RECEIVER/STORES EMPLOYEES EMPLOYED BY SKY CHEFS CANADA, LTD., VANCOUVER INTERNATIONAL AIRPORT, VANCOUVER, B.C.

TEAMSTER LOCAL UNION NO. 31

FOR THE COMPANY

FOR THE UNION

Diane M. Terminella

Kathy Peters

Ian Davis

J. Jamieson

Keith McLeod

Chad Jones

Amy S. Tawney

John M. Olynyk

Letter of Understanding

Between:

Teamsters Local Union No. 31

(Hereinafter referred to as the "Union")

And:

Sky Chefs Canada Ltd.

(Hereinafter referred to as the "Company")

RE: "Flex" Shift Scheduling

The Company will develop the schedules in accordance with Article 3.02 and the following:

1. "Base" manpower levels are defined as the minimal operational requirements of the bid period in question.
2. "Optimal" manpower levels are defined as the maximum operational requirements of the bid period in question.
3. The difference between "base" and "optimal" manpower levels will be defined as "Flex".
4. The appropriate manpower levels will be determined by the number of flights requiring service as indicated on the flight schedule.

At the time the schedule is posted the "Flex" shifts will be identified with a corresponding scheduled shift during the specified "optimal" time period.

During periods of non-optimal operational requirements any "Flex" employee(s) not on a scheduled shift shall perform work as described in accordance with Article 21.01.

During periods of "optimal" operational requirements the "Flex" employee(s) shall work the scheduled shift awarded with their "Flex" bid.

"Flex" employees, when not working their scheduled shift, shall select seven (7) days in advance, in order of seniority, any work assignments recorded in the manpower book.

Signed this _____ day of _____, 1998

For the Company

For the Union

Diane Terminella

Kathy Peters

Letter of Understanding

Between: **Teamsters Local Union No. 31**
(Hereinafter referred to as the "Union")

And: **Sky Chefs Canada Ltd.**
(Hereinafter referred to as the
"Company")

RE: **Early Retirement Financial Incentive**

Effective on the date of ratification of this Agreement, and for the term of this Agreement, the Company agrees to offer an early retirement financial incentive of ten thousand dollars (\$10,000.00) less statutory deductions, to eligible employees who take early employment. To be eligible for the early retirement financial incentive, an employee must:

- be age fifty-five (55) or over;
- have completed ten (10) years of service with the Company;
- apply to the Human Resources Department at least ninety (90) days before the date the employee proposes to retire;
- and retire prior to his/her sixty-fourth (64) birthday.

An employee who accepts the early retirement financial incentive and retires is not eligible for benefits under this Agreement after the date of retirement and is no eligible for rehire by the Company.

Signed this 3rd day of April, 1998.

For the Company

For the Union

Diane Terminella

Kathy Peters