

Collective Agreement

Between:

**Gate Gourmet Canada Inc.
Calgary, Alberta
(Hereinafter Referred To As “The Company”)**

And:

**Teamsters Local Union 987 Of Alberta
Miscellaneous Employees
(Hereinafter Referred To As The “Union”)**

*Effective: January 26, 2018
Terminates: January 25, 2022*

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and its employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to eliminate interruption of work and interference with efficient operation of the Company's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01** The Company recognizes the Union, with respect to matters arising under this Agreement, as the bargaining agent for all employees of its Airport Services Division employed at or out of the Company's Flight Kitchen, Trucking & Commissary at Calgary International Airport, excluding office staff, Department heads and supervisory personnel.
- 2.02** "Employee" as used in this Agreement shall mean those persons described in the bargaining unit as set forth in Article 2.01 above.
- 2.03** In this Agreement, words using the feminine gender include the masculine and neuter; the singular includes the plural, and the plural singular where the text so indicates.

ARTICLE 3 - UNION SECURITY

- 3.01** Every employee who is now, or hereafter becomes a member of the Union, shall maintain his or her membership in the Union as a condition of his or her employment and every new employee whose employment commences hereafter shall, within thirty (30) days after commencement of his employment, apply for and maintain membership in the Union as a condition of employment. The Union shall supply the Company with dues deduction authorization cards. The Company will ensure that new employees complete the dues authorization card at time of employment.

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01** Upon receiving written request from the employee, the Company shall deduct from the wages due to such employee the monthly Union dues of such employee. Union dues shall be remitted by the Company to the Union on or before the last calendar day of the month following the month in respect of which the collections were made.
- 4.02** The Union shall indemnify and save harmless the Company from all claims, demands, actions or clauses of action which may arise out of or in any way connected with the collection of Union dues in accordance with the terms of this Article.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function of the Company to manage the enterprise in which it is engaged and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, suspend, rehire and retire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees; such rules and regulations not to conflict with the terms of this agreement.
 - (d) determine the nature and kind of business conducted by the Company, the methods and techniques of work, the contents of jobs, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions which shall remain with the Company except as specifically limited by the express provisions of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1 The aggrieved employee shall present her grievance orally or in writing to her supervisor within five (5) working days after circumstances giving rise to the complaint have originated or occurred. She shall have the assistance of a steward if she so desires. The supervisor shall give her decision within five (5) working days following the presentation of the grievance to her. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows;

Step No. 2 Within five (5) working days after the decision is given by the supervisor at Step No. 1, the aggrieved employee may, with or without her steward, present the grievance which shall be reduced to writing on a form supplied by the Union specifying the particulars of the grievance and section(s) of the Agreement which the employee alleges has/have been violated, and the remedy sought. A meeting will be held within five (5) days between the **Department Manager** or his designate, the employee concerned and the steward or Union representative, if the employee desires the steward's or Union representative's assistance. Failing an immediate settlement at this meeting the manager will deliver his decision in writing, to the Union within a period of five (5) days.

Step No. 3 If the grievance is not settled, the Union Business Agent will present the grievance to the General Manager within five (5) working days after he received the written answer of the Manager. The General Manager shall meet with Union Business Agent and a representative of the Union within five (5) working days after he receives the grievance. The Manager, or his designate, shall provide his decision within five (5) working days following the meeting. The General Manager will only attend 3rd Step meetings if they involve loss of time and or termination and or requested by either party at other times.

6.02 If final settlement of the grievance is not reached at Step No. 3 and if the grievance is one that concerns the interpretation or alleged violation of this Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 7 at any time within five (5) days after the decision is given in Step No. 3 and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.

6.03 It is agreed that a grievance of policy, arising directly between the Company and the Union, is to be originated within five (5) days of the occurrence of the event giving rise to the grievance by notifying the party grieved against in writing. Such notice shall describe the exact nature of the matter complained of, and the relief sought. It is understood however, that this section shall not be used to by-pass the regular grievance procedure.

6.04 A claim by an employee who has completed his probationary period that he has been discharged without cause shall be treated as a grievance if a written statement of such grievance is lodged with the **General Manager** or his designate within five (5) days after the employee is discharged.

6.05 Time limits set forth in this Article may be extended only by written agreement between the Company and local Union.

ARTICLE 7 - ARBITRATION

7.01 When either party requests that a matter be submitted to arbitration as provided herein, it shall make such request in writing, addressed to the other party of this Agreement, and at the same time appoint a nominee. The two nominees so appointed shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of ten (10) days, either of the parties may then request the Minister of Labour for the Province of Alberta to appoint an impartial Chairman.

7.02 No person may be a member of an Arbitration Board who has been involved in an attempt to settle the grievance.

7.03 No matter may be submitted to arbitration which has not been properly carried through all the grievance procedure.

7.04 The Arbitration Board shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The powers of the Arbitration Board shall be limited to deciding whether there has been a violation of the express articles or sections of this Agreement. The Arbitration Board shall not imply obligations and conditions

inconsistent with the terms of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Company.

- 7.05** The fees and expenses of the Chairman of the Arbitration Board shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them.
- 7.06** The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.07** If the Company and the Union consent in writing then the aforementioned procedure relating to the constitution of a Board of Arbitration may be waived and grievances proceeding to Arbitration may in such circumstances be heard by a Single Arbitrator.
- 7.08** The terms of Article 7.02, 7.04, 7.05 and 7.06 shall apply equally to cases heard by Single Arbitrators.
- 7.09** It is agreed that should any employee be disciplined for theft, of any kind of manner, from the Company, its customers, employees, or suppliers, and should a Board of Arbitration or Single Arbitrator make a finding of fact to this effect, then the Board of Arbitration or Single Arbitrator in question shall have no jurisdiction to alter, vary, modify or rescind the discipline imposed by the Company.

ARTICLE 8 - NO STRIKES - NO LOCKOUTS

- 8.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances between the Company and the Union, the Union agrees that neither it nor any of its representatives or members will collectively, concertedly or individually, during the term of the Agreement or any extension thereof, directly or indirectly, cause, call, threaten, sanction, acquiesce or engage in any strike, work stoppage, planned inefficiency, curtailment, sit down, harassment, sympathy strike, boycott, picketing and/or any other work interference for any unlawful reason. The Company agrees that it will not, during the term of this Agreement and any extension thereof, cause, permit or engage in any lockout.
- 8.02** The foregoing undertaking is binding upon the parties and the employees. The Company, the Union and the employees are obligated not to cause or condone any of the prohibited activities and shall take available means and steps to prevent or halt any such activity on the part of any employee of the Company. Any employee who aids, assists or participates in any of the activities prohibited by this Article shall be subject to disciplinary action including discharge.
- 8.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 2 of the grievance procedure.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01** Employees may, at the discretion of the Company, be granted a leave of absence without pay and without loss of seniority. A leave of absence must be requested in writing. A copy of the confirmation will be sent to the Union. The granting of a leave of absence will not

be unreasonably withheld when the request for leave constitutes a valid circumstance. The question of reasonableness, or otherwise, of the request is at the discretion of the Company. A request for a leave of absence to attend the funeral of a relative as defined in Article 12.01 shall be deemed to be a reasonable request.

9.02 Due to service requirements, leaves of absence of more than five (5) working days will not be granted during the months of July and August and during the period of December 24 through January 2.

9.03 Maternity & Parental Leave

The Company will grant pregnancy leave in accordance with the Employment Standards Code as amended from time to time. The seniority of any employee affected by this clause will not be changed when the employee returns to work.

9.04 Jury Duty

If a full time employee is called and is required to serve on jury duty or as a witness on his normal working day, the employer agrees to pay the equivalent of the regular rate at straight time less jury duty pay. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

ARTICLE 10 - UNIFORMS

10.01 The Company will provide uniforms, hats, and hairnets for the use of employees during working hours. Uniforms will be maintained and laundered by the Company. The Company shall supply winter parkas and pants to these employees required to work outside in inclement weather, at no cost to the employee. The garments will be replaced under normal wear and tear..

The Company agrees to provide two (2) pairs of shorts for those employees in the trucking Department that wish to wear shorts during the summer months.

10.02 All employees in the Flight Kitchen and Commissary shall be allowed one hundred and ten dollars (\$110.00) towards the purchase of safety footwear (Company approved) once per year. Such Company approved footwear shall be a condition of employment and must be worn on duty at all times. Employees must present a receipt and the footwear for reimbursement. Boot allowances for those employees required to wear protective toed safety boots will be one hundred and thirty five dollars (\$135.00) once per year (April 1 to March 31).

If an employee forgoes the purchase of his annual footwear as designated above during a contract year, he shall be allowed twice the allowance described in the paragraph above in the following contract year. It is agreed and understood that any employee utilizing this would still be required to wear the Company approved footwear at all times while on duty.

ARTICLE 11 - PARKING

11.01 The Company agrees that it will provide free parking for employees covered by the terms

of this Agreement, provided, however, that it is understood that this parking will be available for the employees only to the extent that parking spaces controlled by the Company are available on the property used by the Company for its operations.

ARTICLE 12 - BEREAVEMENT LEAVE

12.01 An employee, upon completion of the probationary period shall be entitled to receive

- (a) up to five (5) days bereavement leave with pay for the purpose of arranging for and/or attending the funeral of their spouse, common-law spouse, child or step-child; and
- (b) up to three (3) days bereavement leave with pay for the purpose of arranging for and/or attending the funeral of a member of their parent, brother, sister, father-in-law, mother-in-law, grandparent or common-law-grandparent.

Bereavement leave will be paid at the regular straight-time hourly rate, for loss of scheduled work. In the event an employee requires additional time off to attend or arrange a funeral, the Company shall consider such unpaid compassionate leave upon written request from the employee. Part time employees, who meet the 400-hour threshold in a six-month period, shall be entitled to bereavement leave.

12.02 An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working his regular straight time hours on such scheduled days of work for which he is excused.

12.03 Payment shall be made at the employee's regular straight time hourly rate of pay, not including overtime (if applicable) as of his last day worked. Time paid will not be counted as hours worked for purposes of overtime.

ARTICLE 13 - BULLETIN BOARD

13.01 The Company will provide a bulletin board in each unit for the use of the Union in posting notices of Union business. All such notices shall be reviewed by the **General Manager or his designate** before they are posted on the bulletin board.

ARTICLE 14 - INDIVIDUAL AGREEMENTS

14.01 It is understood that no employee who is covered by this Agreement will enter into any individual contract or agreement with the Company concerning wages or working conditions that will in any way conflict with the terms of this Collective Agreement.

ARTICLE 15 - UNION STEWARDS

15.01 The Company acknowledges the right of the Union to elect up to five (5) shop stewards from among the employees of the Company who have completed six (6) months employment for the purpose of assisting employees and the Union representative in presenting grievances to the Company in accordance with the provisions of this Agreement.

An annual Shop Steward election may be held in January of each year.

15.02 The Union will notify the Company in writing of the names of its Stewards.

15.03 A Steward shall not leave his regular duties during working hours without first obtaining the permission of his immediate supervisor, or in his absence, the **General Manager or his designate**. Employees shall not be disturbed in the performance of their assigned duties for the purpose of being interviewed by a Steward.

15.04 Any employee covered by this Agreement who is called into the office for a discussion concerning discipline has the right, upon request, to be accompanied by a Steward, if available or an employee of his or her choice.

ARTICLE 16 - RELATIONSHIP

16.01 It is recognized that the Business Agent or the authorized representative of the Union shall have the right to visit the Company premises from time to time to interview employees concerning grievances, or other matters arising under terms of this Agreement. Such interviews shall be conducted during employee breaks and the Union representative will notify the **General Manager**, or his designate, of his presence on the premises upon arrival and before proceeding to meet with or contacting employees.

16.02 The parties agree to form a Labour Management committee, to meet on a monthly basis, or at a less frequent schedule as agreed to between the parties. The committee shall consist of the General Manager, Business Representative from Local 987, designated shop stewards and management representatives as necessary. It is agreed that the shop stewards shall be paid at their regular hourly rate for the duration of the meeting.

ARTICLE 17 - SENIORITY

17.01 (a) There shall be two units namely:

1. Flight Kitchen
2. Trucking/Commissary

When an employee is transferred permanently from one unit to another unit, subject to his/her ability to perform the normal work required by management, his/her seniority shall also be transferred.

(b) Probationary Period

New employees shall be considered probationary employees for their first ninety (90) days worked and during the probationary period will be entitled to no seniority and may be dismissed or laid-off at the discretion of the Company without recourse to the grievance procedure. Upon completion of the probationary period, the employee's name shall be entered on the seniority list, with the seniority dated from the first day of work.

17.02 There shall be two seniority lists; one for full-time and one for part-time. **The up-to-date unit seniority lists will be posted on the bulletin board quarterly so that it is available to employees for reference.**

17.03 Layoff and Recall

For the purposes of lay-off or recall from lay-off, the Company recognizes that unit seniority will be the guiding factor so long as the Company, in recognizing seniority, is always able to maintain a working force of employees who have the skill and ability to do the work required, following an appropriate familiarization period.

For clarity, ability to do the job means there will not be any training. The employee must be able to produce the same amount of work and efficiency as a laid off employee. Management maintains complete discretion in determining ability while the employee still maintains the right to grieve such determination.

- (a) Where there is a **layoff**, the junior employee **within the affected unit** shall be laid-off **first** according to **his** classification by shift within **the affected** Department.
- (b) Should a lay-off be necessary in any event, the following shall apply:
 - 1) A **full-time** employee can accept layoff until such time as they **are** recalled;
 - 2) A **full-time employee can** become part-time within the **same** classification;
 - 3) A **full-time employee can** bump the most junior full-time position in any classification unit wide;

Such employees shall have seniority rights over classified part-time employees regardless of length of service. If the employee chooses to work, their rate of pay will be that of the classification they bumped into.

- (c) If a full-time employee is laid off, his benefit coverage will be suspended effective the last day of the month of layoff.

If full-time employees' hours are reduced to part-time, they will need to re-qualify for benefits as per Article 22.07 (i.e. every January or July)

- (d) Employees shall be recalled back to work in the reverse order to which they were laid off in their classification.
- (e) If requirements change by Transport Canada where an employee had previously qualified for a security clearance but now does not, the affected employee may be placed on a layoff with the option of bidding on other vacant positions. The employee will not, however, be allowed to bump other employees.

If the employee's security clearance is revoked by Transport Canada and such is not the result of a change in the requirements but rather through the employees own indiscretion, the Employee will be placed on a mandatory leave of absence, without benefits or seniority accrual, for no more than three (3) months after which time the employee will be deemed to have lost seniority and his employment will be terminated. During this leave, the employee can apply to any vacant position as per Article 17.06 (a).

17.04 A person shall lose all seniority and his employment shall terminate if he:

- (a) quits;
- (b) is discharged for just cause;
- (c) is absent from work for three (3) working days, unless a reason satisfactory to the Company is given;
- (d) is laid-off for a period which exceeds the lesser of his seniority or twelve (12) months;
- (e) upon being recalled, fails to notify the Company within two (2) days of his intention to report to work and having so notified the Company, fails to report to work within a further **two (2)** days;
- (f) overstays an authorized leave of absence without providing a reason satisfactory to the Company;
- (g) is absent from work due to illness or accident for twelve (12) months unless the diagnosis and/or prognosis allows for a reasonable return to work date given the extent of the accident or the nature of the illness or as required by law.
- (h) fails to obtain a Transport Canada security clearance if required as a condition of employment.
- (i) **Uses a leave of absence for other than that which was granted.**

17.05 (a) Promotion within the Bargaining Unit

In promotions within the bargaining unit, preferences shall be given to those full-time employees having the longest seniority, provided always, that the employees in question are of equal fitness and merit, and have equal ability to perform the work required.

(b) Trial Period

Should the Company determine that an employee be found to be incapable of performing his duties within his new classification, or the employee desires to return to his former position within a period of thirty (30) calendar days from the date of the transfer, the employee may return to his former position with no loss of seniority.

In such circumstance **where the employee is found to be incapable of performing his duties within his new classification**, the employee may not bid to a new position for a period of six (6) months from the date of return to his previous position. **In such circumstances where the employee desires to return to his former position, the employee may not bid into a new position for a period of twelve (12) months from the date of return to his previous position.**

- (c) Should an employee who transfers into a Department where they are required to have a Transport Canada security clearance and should they be unsuccessful in obtaining a clearance they shall return to their former position.

17.06 (a) Job Postings

The Company agrees within fourteen (14) calendar days of a vacancy to post a notice, on a bulletin board provided by the Company, for five (5) calendar days inviting applicants for all full-time positions. The Company shall decide the awarding of the job within a further five (5) calendar days. If there is a full-time opening in kitchen help and there are employees on lay-off within another classification, then these employees shall be offered the opening prior to hiring from outside the Company.

If employees are selected from within the operation to fill an original vacancy, it is agreed that a maximum of **one (1)** subsequent postings may be required to be posted to fill the further vacancy created by such selection.

- (b) For temporary vacancies of a known duration of more than twenty eight (28) calendar days due to illness, injury or approved leave of absence, the position will be posted as a temporary vacancy. The Company is obligated to post the original vacancy only. Upon receiving two (2) weeks' notice from the absent employee that they are able to return to work on a regular basis, the employee occupying the temporary vacancy will be reassigned to their former position.
- (c) The Company shall determine the number of lead hand positions for each classification, if any, and shall post new openings for lead hand positions. The selection of lead hand shall be considered by management on the basis of skill, ability and qualifications to perform the work required and where these criteria are equal, seniority shall be the governing factor.

17.07 Where there is no suitable applicant from among the employees responding to the job vacancy posting, individuals from outside the Company may be hired to fill the job vacancy.

17.08 An employee who, for the convenience of the Company, is transferred for a period of two (2) hours or more to a job for which the rate of pay is different from that in effect for such employee's regular job, shall be paid while so employed as follows;

- (a) If the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.
- (b) If the rate of pay for the job to which he/she is transferred is higher than the employee's regular pay, he/she shall receive the higher rate of pay for the job to which he/she is temporarily transferred for two (2) hours or more within that classification.

The temporary assignment will be offered to the most senior qualified employee on shift within the affected Department. Should a qualified employee not be available within the Department, then the assignment shall be offered to the most senior qualified employee from other Departments.

17.09 Job schedules will be posted by Friday noon of each week for the following week.

17.10 An employee transferring from full-time to part-time shall retain their seniority. An

employee transferring from part-time to full-time will **have** their seniority **restarted from the first day worked in the full-time position.**

ARTICLE 18 - REPORTING FOR WORK PAY

18.01 Any employee who reports for work at his scheduled starting time without having been previously told not to report shall be paid for four (4) hours at his regular straight time **hourly rate of pay, even if no work is available. This provision shall not apply in the case of fire, strike, utility failure, acts of God or any other conditions beyond the control of the Company.**

ARTICLE 19 - HOLIDAYS

19.01 All full-time employees who are covered by the terms of this Collective Agreement and who have completed the probationary period outlined herein shall receive the following holidays with pay, subject to the conditions below:

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

19.02 Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay.

19.03 In order to qualify for holiday pay the employee must work his full scheduled shifts on each of the work days immediately preceding and immediately following the holiday concerned, unless absent with good cause as defined by the Company. The onus to establish "Good Cause" shall rest with the employee.

19.04 Work performed on a holiday listed above shall be paid at the rate of one and one half (1 ½) times the employee's regular straight time hourly rate of pay for all hours worked, in addition to holiday pay.

19.05 An employee covered by the terms of this Agreement who has completed their probationary period as defined herein and who is required to work on one of the holidays listed above, may be granted a day-off at his regular straight time hourly rate of pay in lieu of the holiday, at a time mutually agreed between the Company and the employee. Pay for a day-off in lieu of a holiday shall be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay for the holiday concerned. Where an employee has been granted a day-off with pay in lieu of a holiday, an employee must work his full scheduled shifts on each of the workdays immediately preceding and immediately following the holiday concerned.

19.06 If a holiday falls within an employee's vacation period, the Company shall pay the employee for the holiday as provided herein and the Company shall grant an extra day without pay if requested by the employee at a time mutually agreed upon between the employee and the Company.

19.07 If a full-time employee is scheduled to work on a holiday and fails to report for work on the day of the holiday, he shall not receive any pay for the holiday.

ARTICLE 20 - VACATIONS

- 20.01** (a) An employee who has ceased to be employed by the Company before receiving his vacation pursuant to the provisions of this article shall receive vacation pay in accordance with the provisions of the Employment Standards Code.
- (b) Full-time employees who have acquired one (1) year **of Company service** prior to April 1st in any year shall receive two weeks' vacation with pay equal to four percent (4%) of an employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the supervisor and the employee concerned.
- (c) Full-time employees who have acquired five (5) years **of Company service prior to April 1st in any year** shall receive three (3) weeks' vacation with pay equal to six percent (6%) of an employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the Supervisor and the employee concerned.
- (d) Full-time employees who have acquired eleven (11) years **of Company service prior to April 1st in any year** shall receive four (4) weeks' vacation with pay equal to eight percent (8%) of an employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the supervisor and the employee concerned.
- (e) Full-time employees who have acquired twenty (20) years of **Company service prior to April 1st in any year** shall receive five (5) weeks' vacation with pay equal to ten percent (10%) of an employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the supervisor and the employee concerned.
- (f) Part-time employees shall receive vacation and vacation pay in accordance with the Employment Standards Code.
- (g) Vacations shall be awarded by Seniority within the units, within the Departments.

ARTICLE 21 - HOURS OF WORK

21.01 The following paragraphs and sections are intended only to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- 21.02** (a) The standard work week for full-time employees shall consist of forty (40) hours per week, comprised of five (5) eight hour days.
- (b) The Company can establish ten (10) hour shifts comprised of four (4) ten hour days, subject to operational requirements. The feasibility of such shifts will be

determined by the Company. These shifts must not result in increased costs due to additional employees being scheduled or increased overtime.

21.03 When overtime of less than one shift is required, it shall be offered to those employees on shift within the Department and classifications. When overtime of one shift or more is required, it shall be offered by overall seniority to employees within the Department and classification. In any case, senior employees shall have the first right of refusal. If all employees refuse to work the overtime then inverse seniority will apply and most junior employee in the Department and classification will be required to work the overtime.

21.04 Overtime shall be paid:

(a) for all employees working an eight (8) hour shift, hours worked in excess of eight (8) hours in a day at time and one-half (1 ½) the employee's regular hourly rate .;

(b) for all employees working a ten (10) hour shift, hours worked in excess of ten (10) hours in a day at time and one-half (1 ½) the employee's regular hourly rate .; and

(c) for part-time, seasonal and casual employees, at one and one-half (1 ½) times the employee's regular hourly rate for all hours worked in excess of forty (40) hours in any consecutive seven (7) consecutive days.

21.05 There shall be no pyramiding of overtime, premiums or other benefits as provided for in this Agreement.

21.06 Employees working an eight (8) hour shift shall be granted two (2) fifteen (15) minute rest periods with pay, one of which shall be in the first half and the other in the second half of a shift. It is the responsibility of the Company to ensure all employees shall receive their scheduled rest periods and it is the responsibility of the employees to take such rest periods.

21.07 Employees required to work not more than two (2) hours of overtime, in addition to their regular eight (8) hour or ten (10) hour daily shift, shall be granted a fifteen (15) minute rest period with pay before ~~at~~ the end of their overtime shift; or if not provided the rest period, shall be paid the fifteen (15) minutes in lieu of the rest period.

Employees required to work more than two (2) hours of overtime, in addition to their regular eight (8) hour or ten (10) hour daily shift, shall be granted a fifteen (15) minute rest period with pay as close as possible to the end of their regular shift. It is the responsibility of the Company to ensure all employees shall receive their scheduled rest periods and it is the responsibility of the employees to take such rest periods.

21.08 Employees who work more than four (4) hours in any workday shall be granted an unpaid meal break of thirty (30) minutes duration at a time determined by the Company to be consistent with efficient operations. It is the responsibility of the Company to ensure all employees shall receive their scheduled rest periods and it is the responsibility of the employees to take such rest periods.

21.09 In the event that a full-time employee is called into work on his day off and he accepts the work assignment, then the employee shall be paid at the rate of one and one half (1 ½) times their regular hourly rate .. To be eligible for this overtime, the employee must have worked five (5) shifts (four (4) shifts for employees who normally work ten (10) hour shifts) during the basic work week. The Company agrees that when employees are called

into work on their day off, the Company will not alter schedules later in the week for the purpose of reducing the foregoing benefit.

21.10 Employees shall be granted two (2) consecutive days off per week, or other days off as may be mutually agreed between the employee and the Company.

21.11 Trucking Department only:

There shall be a minimum of 12 hour rest period between shifts, except in cases of emergency. All other employees are entitled to ten (10) hours of rest between shifts except in cases of emergency.

21.12 Full-time employees shall be given the opportunity to maximize their hours, in accordance with seniority, in a full schedule of work as defined in Article 21.02, without incurring overtime, before part-time employees are scheduled or called into work.

21.13 Where additional hours are required for unforeseen fluctuations in business it will first be offered by seniority to the full-time employees. If there are hours available after offering them first to full-time employees then these hours will be made available to part-time employees based on seniority.

Any additional hours made available to an employee will be done within their classification and Department. If no one is available to work within the classification and Department then these hours will be made available to employees, who have in the past, demonstrated the skill and ability to perform the job.

21.14 In the case of a permanent schedule change in the Department, preference of schedules shall be made in accordance with seniority.

Except in circumstances which are beyond the control of the Company, the Company shall endeavour to give twenty-four (24) hours' notice to those employees affected in the case of work schedule changes.

In the case of unforeseen circumstances the Company finds it necessary to decrease or change a scheduled shift for the following subsequent day of a part-time employee, the affected employee shall have the option of accepting the schedule change or working the shift of a junior part-time employee within the same classification and Department. The senior employee must possess the skill and ability to perform the job.

21.15 Classifications are those defined in Schedule "A" and Departments will be defined as follows:

Department	Classification
Food Production	1st Cook
	Cooks Helper
	Sandwich Maker
	Solo Assembly
Sanitation	Sanitation
Transportation	Hi Life Drive, Hi Life Driver Helper, Customer Service
Commissary	Bond Room Attendant
Maintenance	Maintenance Helper
Final Assembly	Galley Builder
Load Control	Load Control
Warehouse	Stores

21.16 Shift Picks

In accordance with current practice, shift picks shall be done at least twice yearly **in each department in order of seniority within each classification** and shall be posted as either four tens (4-10's) or five eights (5-8's).

21.17 An employee may bank his/her overtime at a straight time rate. This banked time shall be taken at a mutually agreeable time between the employee and the employer at a straight-time rate. An employee has the option to have any or all of their unused banked overtime paid out at the rate of one and one-half times (1 ½x).

21.18 Temporary Staffing

(a) With advance notice to and consent by the Union, where business circumstances so require, such as the need to provide temporary staffing for special projects, unscheduled charters, unfilled positions while actively recruiting to staff them with bargaining unit employees, the Company may hire temporary workers to perform work that is traditionally performed in the units by bargaining unit employees provided that in such instances the Company agrees that such work will be limited to no more than thirty (30) days after which the Company may no longer fill said positions with temporary workers.

(b) At all times prior and subsequent to hiring a temporary worker, the Company will continue to meet its obligations pursuant to Article 17, SENIORITY and this Article. The Company may not cease its hiring program for bargaining unit employees to create the need for temporary workers; nor may the Company utilize any temporary worker in a classification where there is an employee on lay off.

21.19 Cross Utilization

Prior to utilizing overtime, qualified employees may be cross-utilized within and between

Departments and Classifications to cover unplanned staffing shortages.

- a. The Company may offer cross-training to employees provided such training is offered in seniority order.
- b. Employees may elect to accept or decline such cross training.
- c. The Company shall determine the number of employees to be cross trained, the timing of such training and the departments identified for cross training.
- d. All training will be conducted while employees are on duty at their current rate.
- e. Employees working the cross trained position shall receive the higher of their regular rate or cross trained rate.
- f. The Company will maintain records of cross training offered and completed and will make such records available to the Union upon request.
- g. Cross training issues will be discussed during the regularly scheduled Labour Management Committee meetings.

21.20 The Company is committed to allotting the work week schedules with the most number of hours to part-time employees based on seniority. It is also understood that by mutual agreement, between the Company and employee that a senior part-time employee may want to work a schedule with fewer hours than would have normally been made available to them.

ARTICLE 22 - HEALTH & WELFARE

22.01 The Company shall provide without cost to the employees the following benefits for full-time employees who have completed six (6) **continuous** months of employment with the Company.

(a) Weekly Indemnity Plan

As a result of sickness or non-occupational accident, the plan provides a benefit equivalent to the maximum insurable earnings of the employee concerned, in accordance with Unemployment Insurance Regulations. Coverage applies from the first day of absence due to accident or the fourth day of absence due to illness. Weekly indemnity shall be 66 2/3% of regular weekly earnings or maximum insurable earnings under Employment Insurance. It is to be noted that the period from the fifteenth day of disability up to and including the 120th day shall be covered by Unemployment Insurance accident and sickness benefits. It shall be the employee's responsibility to make application for the above-mentioned benefits.

(b) Life Insurance

Life Insurance in the amount of one times (1X) annual salary shall be provided for employees.

22.02 (a) The Company will pay one hundred percent (100%) of the premiums of the Alberta Health Plan for all full-time employees who have completed the probationary period. There shall be no duplication of coverage in the event that coverage is provided for an employee through his or her spouse's employment.

(b) The Company will pay fifty percent (50%) of the premium of the Alberta Health Plan for the next calendar quarter for a part-time employee based on the following

criteria:

- (i) to qualify, an employee must work eight hundred (800) hours in a six (6) month period
 - (ii) an employee must work an average of twenty and one-quarter (20 1/4) hours or more per week over the last calendar quarter
 - (iii) an employee must qualify quarterly in order to receive this benefit
 - (iv) the calculations to determine which part-time employees qualify for this benefit will be done by the Company each calendar quarter
- (c) Employees who go from full-time to part-time and who qualified for benefits as a full-time employee shall be eligible for part-time benefits until disqualified as per Collective Agreement.

22.03 (a) Sick leave accrual for full-time employees shall be based on four (4) hours per month in the first year of employment, six (6) hours per month in the second year of employment, eight (8) hours per month after two (2) years employment to a maximum of sixty-four (64) hours. Sick leave shall commence to accrue following the completion of the probationary period. Employees may not accrue more than sixty-four (64) hours in one calendar year.

- (b) No more than sixty-four (64) hours in Company paid sick days may be taken in a calendar year. A bona fide medical certificate may be required for verifying illness and entitlement to sick pay. If the company request a medical certificate from an employee, they will pay fifty percent (50%) of the cost of the note up to a maximum of twenty-five (\$25.00) dollars. However an employee may carry over accrued days from one year to the next up to a maximum of sixty-four (64) hours.

An employee on sick leave may be required to have a medical examination by a Company doctor.

- (c) Sick leave entitlement will be paid **from** the first day of sickness. After the third day of sickness the Weekly Indemnity Plan under this Agreement will take effect. An employee will be paid the first day of sickness if Weekly Indemnity Benefits are paid.
- (d) Employees regularly working ten (10) hour days will be paid ten (10) hours of sick pay for each entitled sick day.

22.04 Eligibility for Dental Care Plan

- (a) All Full-time employees, who work regularly more than 24 hours per week and who have completed six (6) **continuous** months of employment with the Company.
- (b) The Employer agrees to pay **eighty-five (85%)** percent of the cost of the dental care plan. The Employee agrees to pay **fifteen (15%)** of the cost of the dental care plan. **Annual deductible of twenty-five (\$25) dollars per individual or fifty (\$50.00) dollars per family per calendar year has been satisfied.**

- (c) This benefit provides an employee and insured dependent with payment for dental services as follows:
 - (i) The previous year's applicable provincial dental association fee schedule for the following services prescribed by a dentist.
 - (ii) Diagnostic services such as examinations and x-rays (**once every 9 months**);
 - (iii) Preventative services such as cleaning and scaling of teeth and topical fluoride application (twice in a calendar year);
 - (iv) Extractions and fillings;
 - (v) Periodontal (treatment of gums);
 - (vi) Oral surgery;
 - (vii) Space maintainers for missing primary teeth and habit-breaking appliances;
 - (viii) Endodontics (root canal therapy).
- (c) Fifty percent (50%) of the cost of orthodontic treatment will be covered by the Company, with the specified plan ceiling, for all full-time employees.
- (d) Fifty percent (50%) of the cost of restorative treatment will be covered by the Company, with the specified plan ceiling, for all full-time employees.

Each person covered under the plan is eligible to receive up to twenty-five hundred dollars (\$2,500.00) in benefits per calendar year.

22.05 All full-time employees that have completed six (6) **continuous** months of employment with the Company will receive:

- (a) The Employer agrees to pay **eight-five (85%)** percent of the cost of the extended health care plan. The Employee agrees to pay **fifteen (15%)** of the cost of the extended health care plan. **Annual deductible of twenty-five (\$25) dollars per individual or fifty (\$50.00) dollars per family per calendar year has been satisfied.**
- (a) **85%** coverage of prescribed drugs;

Mandatory Drug Substitution:

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

The pharmacist will replace it with a lowest cost equivalent if one is available (typically a generic drug), as long as the pharmacist deems it to be “therapeutically identical”

If the patient requests a higher cost drug (typically a brand name drug on patent), the pharmacist will fill the prescription as written, but the patient must pay the difference between the higher priced drug and its “lower cost equivalent”

- (b) Three hundred dollars (\$300.00) every two (2) years to cover the cost of prescription glasses for employees and their spouse.
- (c) Two hundred and fifty dollars (\$250.00) every two (2) years to cover the cost of prescription glasses for employee’s children.

Note: The outline in 22.04 and 22.05 is intended only to provide a description of the benefit coverage. The contract between the Company and its insurer will determine the eligibility and payment of benefit claims.

22.06 The Company agrees to contribute to the Teamsters Local Union 987 Pension Fund on behalf of its employees, subject to the condition that the contribution shall be made for all hours worked by each full-time employee up to 173 hours per month to a maximum of 2076 hours per year and for all regular hours worked by a part-time employee, who have completed their probationary period.

A part-time employee has to work three hundred and fifty (350) hours before the Company starts paying into the Pension Fund for the employee.

Effective April 19, 2013, the level of contribution will be one dollar cents (\$1.00) per hour worked. **Effective, April 17, 2015, the level of contribution will be one dollar and five cents (\$1.05). Effective, April 17, 2016, the level of contribution will be one dollar and ten cents (\$1.10).**

22.07 (a) Part time employees who have completed twelve (12) **continuous** months of employment and have worked 600 regular hours in a (6) month period will receive the following:

LIFE INSURANCE: in the amount of \$10,000 provided the employee is under 65 years of age

ALBERTA HEALTH PLAN: as per current part time language in the Collective Agreement

HEALTH BENEFITS: **85%** of prescribed drugs

OPTICAL PLAN: amount equivalent to current Article 22.05

(b) Part time employees will receive the benefits identified in (a) based on the following criteria.

- (i) To qualify, a part time employee must have completed twelve (12) months of service.
- (ii) Have worked 600 hours in the six-month period ending January or July of each year.

- (iii) A review shall take place semi-annually to determine whether an employee will qualify for the next six-month period.
 - (iv) An employee's anniversary date of employment will be used to determine eligibility during an employee's 1st year of employment. Following the 1st year anniversary date, point (iii) will determine eligibility.
- (c) Part time employees agree to pay **eighty-five (85%)** percent of the cost of the extended health care plan. The Employer agrees to pay **fifteen (15%)** of the cost of the extended health care plan. **Annual deductible of twenty-five (\$25) dollars per individual or fifty (\$50.00) dollars per family per calendar year has been satisfied.**

22.08 The Company may, over the course of the Collective Agreement, change benefit carriers, but the benefits cannot be reduced as a result.

ARTICLE 23 - SHIFT PREMIUM

23.01 Employees who are scheduled and who work the night shift shall receive a shift premium of eighty-five cents (\$0.85) per hour for all hours worked on the night shift.

23.02 The shift premium shall not be included when calculating any overtime pay if an employee, upon the completion of his night shift, works overtime. Night shift is defined as any shift which commences between the hours of 9:00 pm and 4:00 am.

ARTICLE 24 - WAGE RATES AND JOB CLASSIFICATIONS

24.01 Attached as Schedule "A", and forming part of this agreement, is a schedule of Wage Rates, which specifies Job Rates to be paid for each classification covered by this agreement.

24.02 All Wage rates for new classifications shall be negotiated between the Union and the Company.

24.03 **Effective January 26, 2015, delete Solo Assembly classification and merge Solo Assembly employees into the Kitchen Help classification. All presently (prior to January 26, 2015) classified Solo Assembly employees shall be grandfathered at their current rate of pay and continue to progress within the Solo Assembly classification wage scale until they post out of the job function, retire, resign or are terminated. Any new hires (on or after January 26, 2015) will be hired into the Kitchen Help classification.**

Following an appropriate training period, the Kitchen Help classified employees will be used interchangeably with the former Solo Assembly classified employees without any change in their rate of pay. In doing so, the Employer will abide by the principle of seniority within the new Kitchen Help classification provided the employees performing the work have the necessary skill and ability to do the work required.

ARTICLE 25 – DISCIPLINE

- 25.01** The decision to impose a disciplinary measure shall be communicated, in writing, to the employee within the five (5) working days of the employee’s regular schedule following the **knowledge of the** incident by the Company; otherwise, this measure shall be rendered invalid. Nevertheless, this time period can be extended to ten (10) working days of the employee’s regular schedule, following a notice given by the Company to a representative of the Union to the effect that additional time is required to complete its inquiry. These time limits do not apply in cases of criminal investigation (example: theft, drugs, fraud etc.).
- 25.02** A disciplinary measure will become void twelve (12) months after the date the discipline was imposed provided the employee has remained actively at work. The exception are those disciplinary measures that were imposed due to negligence and safety violations involving a motor vehicle and aircraft and they shall remain on file for twenty-four (24) months. A disciplinary measure becoming void means it’s withdrawn from the file of the employee.
- 25.03** A written confirmation of discipline addressed to the employee concerned must state the reasons for, the disciplinary sanction with a copy transmitted to the Union Business Agent and to the steward concerned.

ARTICLE 26 - GENERAL

- 26.01** Employees who work four (4) hours or more in any workday shall be charged one dollar and twenty-five cents (\$1.25) per day for meals. The Company shall endeavour to provide Commissary employees with the equivalent food selection as Flight Kitchen employees.
- 26.02** **Following ratification, a meeting may be held to review and clarify the Collective Agreement.**
- 26.03** An employee who has completed his probationary period may, after having made an appointment two (2) working days in advance, consult his file in the presence of a representative of the Company, accompanied by his steward if he so wishes. The two (2) working days may be extended by the Company in order to process multiple requests.
- 26.04** The following are specific definitions of words or terms that have been agreed to by the parties, and shall be used to establish intent and meaning of the language of this agreement, unless a different definition is provided within the context of a particular article;
- (a) **FULL TIME EMPLOYEE**
- An employee who works regularly scheduled shifts as assigned by the Employer on a continuous basis as defined in Article 21.02.
- (b) **PART TIME EMPLOYEE**
- An employee who works regularly scheduled shifts as assigned by the Employer on a continuous basis, but who is unrestricted and available to work full-time.
- (c) **CASUAL EMPLOYEE**

An employee who is not necessarily scheduled to work on a regular basis, but may work on-call basis; or an employee who that restricts his/her availability to less than the basic work week as defined in Article 21.02; **or is**

hired to fulfil labour requirements during periods of fluctuating demand and coverage of employees on leave due to sickness, vacation, maternity leave, leave of absence and/or any other reasonable cause only after vacancies have been offered to qualified and available part time and casual employees.

Casual employees may be used in all classifications defined in the Collective Agreement.

26.05 Attached as Schedule "B", and forming part of this Agreement, is a Schedule for Part-time employees.

26.06 Attached as Schedule "C", and forming part of this Agreement, is a Schedule for casual employees.

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall continue in full force and effect from and including the **26th** day of **January 2018** to and including the **25th day of January 2022**. The terms of this Collective Agreement shall remain in full force and effect through April 17, 2014. This Agreement shall automatically renew itself for a future period of one (1) year unless either of the parties serves on the other party notice of desire to amend or terminate this Agreement, not more than ninety (90) days, nor less than thirty (30) days prior to the expiration date of this Agreement. Further, the parties agree to meet thirty days (30) prior to the expiration of the contract to commence Collective Agreement negotiations.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

SCHEDULE "A"

Schedule of Wage Rates

SCHEDULE OF WAGE RATES											
Effective January 26, 2018		Start	3 Month	6 Month	12 Month	18 Month	24 Month	30 Month	36 Month	48 Month	60 Month
	High Lift Driver	\$21.24		\$21.45	\$21.67	\$21.88	\$22.08	\$22.32	\$22.54	\$22.54	\$22.54
	High Lift Driver Helper	\$18.30			\$18.38	\$18.59	\$18.81	\$19.04	\$19.26	\$19.26	\$19.26
A	1st Cook & Maintenance Helper	\$20.17		\$20.35	\$20.58	\$20.81	\$21.00	\$21.23	\$21.45	\$21.45	\$21.45
B		\$18.84	\$18.96	\$19.05	\$19.27	\$19.47	\$19.66	\$19.89	\$20.14	\$20.14	\$20.14
C		\$17.94	\$18.04	\$18.09	\$18.22		\$18.60		\$18.95	\$19.06	\$20.14
A	Bond Room Attendant	\$18.63		\$18.83	\$19.06	\$19.27	\$19.49	\$19.70	\$19.91	\$19.91	\$19.91
B		\$17.31	\$17.42	\$17.53	\$17.74	\$17.95	\$18.18	\$18.39	\$18.60	\$18.60	\$18.60
C		\$16.47	\$16.58	\$16.63	\$16.80		\$17.19		\$17.50	\$17.60	\$18.60
	Final Assembly	\$18.28		\$18.45	\$18.67	\$18.89	\$19.10	\$19.32	\$19.56	\$19.56	\$19.56
	Galley Builder/Stores	\$17.97		\$18.16	\$18.38	\$18.59	\$18.81	\$19.04	\$19.26	\$19.26	\$19.26
	Customer Service	\$17.97		\$18.16	\$18.38	\$18.59	\$18.81	\$19.04	\$19.26	\$19.26	\$19.26
A	Sanitation/ Warewash/Porter	\$17.62		\$17.80	\$18.01	\$18.24	\$18.45	\$18.66	\$18.88	\$18.88	\$18.88
B		\$16.32	\$16.39	\$16.51	\$16.70	\$16.94	\$17.15	\$17.35	\$17.58	\$17.58	\$17.58
C		\$15.50	\$15.60	\$15.65	\$15.82		\$16.25		\$16.52	\$16.62	\$17.58
A	Cook's Helper	\$17.45		\$17.65	\$17.86	\$18.07	\$18.30	\$18.51	\$18.74	\$18.74	\$18.74
B		\$16.12	\$16.21	\$16.34	\$16.55	\$16.79	\$17.00	\$17.20	\$17.43	\$17.43	\$17.43
C		\$15.34	\$15.45	\$15.50	\$15.60		\$16.07		\$16.37	\$16.48	\$17.43
A	Solo Assembly	\$17.20		\$17.38	\$17.62	\$17.82	\$18.03	\$18.26	\$18.47	\$18.47	\$18.47
B		\$16.63	\$16.73	\$16.85	\$17.07	\$17.29	\$17.51	\$17.72	\$17.94	\$17.94	\$17.94
C		\$15.83	\$15.93	\$15.99	\$16.09		\$16.56		\$16.87	\$16.97	\$17.94
A	Kitchen Help *	\$17.07		\$17.24	\$17.48	\$17.68	\$17.91	\$18.14	\$18.35	\$18.35	\$18.35
B		\$15.73	\$15.78	\$15.94	\$16.17	\$16.43	\$16.60	\$16.83	\$17.05	\$17.05	\$17.05
C		\$14.98	\$15.03	\$15.08	\$15.27		\$15.68		\$16.02	\$16.11	\$17.05
	Load Controller	\$21.24		\$21.45	\$21.67	\$21.88	\$22.08	\$22.32	\$22.54	\$22.54	\$22.54
		*effective October 1st, 2018 the first step in C will increase to \$15.00									

"A" employees hired prior to October 12, 2004;

"B" employees hired on or after October 12, 2004;

"C" employees hired on or after June 13, 2011

A "lead hand premium" of **\$1.00** per hour shall be paid to individuals performing in such a capacity - such premium to be in excess of the Job Rate for the respective classification.

A driver from the Driver classifications will be used for Meal Bank purposes.

For clarification purposes, employees that are presently on tier 1 wage scales will remain on tier 1 wage scales, and employees that are currently on tier 2 wage scales will remain on tier 2 wage scales.

The parties agree that the present hiring practice for (driver, driver helper, galley builder/store, customer service and dispatcher) classifications hired onto the "A" scale shall continue.

SCHEDULE "A"
Schedule of Wage Rates

SCHEDULE OF WAGE RATES											
Effective January 26, 2019											
		Start	3 Month	6 Month	12 Month	18 Month	24 Month	30 Month	36 Month	48 Month	60 Month
	High Lift Driver	\$21.75		\$21.97	\$22.19	\$22.41	\$22.61	\$22.85	\$23.08	\$23.08	\$23.08
	High Lift Driver Helper	\$18.74			\$18.82	\$19.04	\$19.26	\$19.50	\$19.72	\$19.72	\$19.72
A	1st Cook & Maintenance	\$20.66		\$20.84	\$21.08	\$21.31	\$21.51	\$21.74	\$21.97	\$21.97	\$21.97
B	Helper	\$19.29	\$19.42	\$19.51	\$19.73	\$19.94	\$20.14	\$20.37	\$20.63	\$20.63	\$20.63
C		\$18.37	\$18.47	\$18.53	\$18.66		\$19.05		\$19.40	\$19.52	\$20.63
A	Bond Room Attendant	\$19.08		\$19.28	\$19.52	\$19.73	\$19.96	\$20.17	\$20.39	\$20.39	\$20.39
B		\$17.72	\$17.84	\$17.95	\$18.17	\$18.38	\$18.62	\$18.83	\$19.05	\$19.05	\$19.05
C		\$16.86	\$16.98	\$17.03	\$17.20		\$17.61		\$17.92	\$18.02	\$19.05
	Final Assembly	\$18.71		\$18.89	\$19.12	\$19.34	\$19.56	\$19.78	\$20.03	\$20.03	\$20.03
	Galley Builder/Stores	\$18.40		\$18.60	\$18.82	\$19.04	\$19.26	\$19.50	\$19.72	\$19.72	\$19.72
	Customer Service	\$18.40		\$18.60	\$18.82	\$19.04	\$19.26	\$19.50	\$19.72	\$19.72	\$19.72
A	Sanitation/	\$18.05		\$18.22	\$18.44	\$18.67	\$18.89	\$19.11	\$19.33	\$19.33	\$19.33
B	Warewash/Porter	\$16.71	\$16.78	\$16.91	\$17.10	\$17.34	\$17.56	\$17.76	\$18.00	\$18.00	\$18.00
C		\$15.87	\$15.98	\$16.03	\$16.19		\$16.64		\$16.92	\$17.02	\$18.00
A	Cook's Helper	\$17.87		\$18.08	\$18.29	\$18.51	\$18.74	\$18.95	\$19.18	\$19.18	\$19.18
B		\$16.51	\$16.60	\$16.73	\$16.95	\$17.19	\$17.41	\$17.62	\$17.85	\$17.85	\$17.85
C		\$15.70	\$15.82	\$15.87	\$15.98		\$16.46		\$16.76	\$16.87	\$17.85
A	Solo Assembly	\$17.62		\$17.79	\$18.05	\$18.24	\$18.46	\$18.69	\$18.91	\$18.91	\$18.91
B		\$17.03	\$17.14	\$17.25	\$17.48	\$17.70	\$17.93	\$18.15	\$18.37	\$18.37	\$18.37
C		\$16.21	\$16.31	\$16.37	\$16.48		\$16.96		\$17.27	\$17.38	\$18.37
A	Kitchen Help	\$17.48		\$17.66	\$17.90	\$18.11	\$18.34	\$18.58	\$18.79	\$18.79	\$18.79
B		\$16.11	\$16.16	\$16.32	\$16.56	\$16.82	\$17.00	\$17.23	\$17.46	\$17.46	\$17.46
C		\$15.34	\$15.39	\$15.44	\$15.64		\$16.06		\$16.40	\$16.50	\$17.46
	Load Controller	\$21.75		\$21.97	\$22.19	\$22.41	\$22.61	\$22.85	\$23.08	\$23.08	\$23.08

"A" employees hired prior to October 12, 2004;

"B" employees hired on or after October 12, 2004;

"C" employees hired on or after June 13, 2011

A "lead hand premium" of **\$1.00** per hour shall be paid to individuals performing in such a capacity - such premium to be in excess of the Job Rate for the respective classification.

A driver from the Driver classifications will be used for Meal Bank purposes.

For clarification purposes, employees that are presently on tier 1 wage scales will remain on tier 1 wage scales, and employees that are currently on tier 2 wage scales will remain on tier 2 wage scales.

The parties agree that the present hiring practice for (driver, driver helper, galley builder/store, customer service and dispatcher) classifications hired onto the "A" scale shall continue.

SCHEDULE "A"
Schedule of Wage Rates

SCHEDULE OF WAGE RATES											
Effective January 26, 2020											
		Start	3 Month	6 Month	12 Month	18 Month	24 Month	30 Month	36 Month	48 Month	60 Month
	High Lift Driver	\$22.31		\$22.54	\$22.76	\$22.99	\$23.20	\$23.45	\$23.68	\$23.68	\$23.68
	High Lift Driver Helper	\$19.22			\$19.31	\$19.53	\$19.76	\$20.01	\$20.23	\$20.23	\$20.23
A	1st Cook & Maintenance	\$21.20		\$21.38	\$21.63	\$21.86	\$22.07	\$22.30	\$22.54	\$22.54	\$22.54
B	Helper	\$19.79	\$19.92	\$20.02	\$20.24	\$20.46	\$20.66	\$20.90	\$21.16	\$21.16	\$21.16
C		\$18.85	\$18.95	\$19.01	\$19.15		\$19.54		\$19.91	\$20.03	\$21.16
A	Bond Room Attendant	\$19.58		\$19.78	\$20.03	\$20.24	\$20.48	\$20.69	\$20.92	\$20.92	\$20.92
B		\$18.18	\$18.30	\$18.42	\$18.64	\$18.86	\$19.10	\$19.32	\$19.54	\$19.54	\$19.54
C		\$17.30	\$17.42	\$17.47	\$17.65		\$18.06		\$18.39	\$18.49	\$19.54
	Final Assembly	\$19.20		\$19.38	\$19.62	\$19.84	\$20.07	\$20.30	\$20.55	\$20.55	\$20.55
	Galley Builder/Stores	\$18.88		\$19.08	\$19.31	\$19.53	\$19.76	\$20.01	\$20.23	\$20.23	\$20.23
	Customer Service	\$18.88		\$19.08	\$19.31	\$19.53	\$19.76	\$20.01	\$20.23	\$20.23	\$20.23
A	Sanitation/	\$18.51		\$18.70	\$18.92	\$19.16	\$19.38	\$19.61	\$19.83	\$19.83	\$19.83
B	Warewash/Porter	\$17.14	\$17.22	\$17.35	\$17.55	\$17.80	\$18.02	\$18.22	\$18.47	\$18.47	\$18.47
C		\$16.28	\$16.39	\$16.44	\$16.62		\$17.08		\$17.36	\$17.46	\$18.47
A	Cook's Helper	\$18.33		\$18.55	\$18.76	\$18.99	\$19.22	\$19.45	\$19.68	\$19.68	\$19.68
B		\$16.94	\$17.03	\$17.16	\$17.39	\$17.63	\$17.86	\$18.07	\$18.31	\$18.31	\$18.31
C		\$16.11	\$16.23	\$16.28	\$16.39		\$16.88		\$17.20	\$17.31	\$18.31
A	Solo Assembly	\$18.07		\$18.26	\$18.51	\$18.72	\$18.94	\$19.18	\$19.40	\$19.40	\$19.40
B		\$17.47	\$17.58	\$17.70	\$17.94	\$18.16	\$18.40	\$18.62	\$18.85	\$18.85	\$18.85
C		\$16.63	\$16.73	\$16.80	\$16.91		\$17.40		\$17.72	\$17.83	\$18.85
A	Kitchen Help	\$17.94		\$18.12	\$18.36	\$18.58	\$18.81	\$19.06	\$19.28	\$19.28	\$19.28
B		\$16.53	\$16.58	\$16.74	\$16.99	\$17.26	\$17.44	\$17.68	\$17.91	\$17.91	\$17.91
C		\$15.74	\$15.79	\$15.84	\$16.05		\$16.48		\$16.83	\$16.93	\$17.91
	Load Controller	\$22.31		\$22.54	\$22.76	\$22.99	\$23.20	\$23.45	\$23.68	\$23.68	\$23.68

"A" employees hired prior to October 12, 2004;

"B" employees hired on or after October 12, 2004;

"C" employees hired on or after June 13, 2011

A "lead hand premium" of **\$1.00** per hour shall be paid to individuals performing in such a capacity - such premium to be in excess of the Job Rate for the respective classification.

A driver from the Driver classifications will be used for Meal Bank purposes.

For clarification purposes, employees that are presently on tier 1 wage scales will remain on tier 1 wage scales, and employees that are currently on tier 2 wage scales will remain on tier 2 wage scales.

The parties agree that the present hiring practice for (driver, driver helper, galley builder/store, customer service and dispatcher) classifications hired onto the "A" scale shall continue.

SCHEDULE "A"
Schedule of Wage Rates

SCHEDULE OF WAGE RATES											
Effective January 26, 2021	Start	3 Month	6 Month	12 Month	18 Month	24 Month	30 Month	36 Month	48 Month	60 Month	
High Lift Driver	\$22.98		\$23.21	\$23.45	\$23.68	\$23.90	\$24.15	\$24.40	\$24.40	\$24.40	
High Lift Driver Helper	\$19.80			\$19.89	\$20.12	\$20.35	\$20.61	\$20.84	\$20.84	\$20.84	
A 1st Cook & Maintenance Helper	\$21.83		\$22.02	\$22.27	\$22.52	\$22.73	\$22.97	\$23.21	\$23.21	\$23.21	
B	\$20.38	\$20.52	\$20.62	\$20.85	\$21.07	\$21.28	\$21.52	\$21.80	\$21.80	\$21.80	
C	\$19.41	\$19.52	\$19.58	\$19.72		\$20.13		\$20.51	\$20.63	\$21.80	
A Bond Room Attendant	\$20.16		\$20.37	\$20.63	\$20.85	\$21.09	\$21.31	\$21.54	\$21.54	\$21.54	
B	\$18.73	\$18.85	\$18.97	\$19.20	\$19.42	\$19.68	\$19.90	\$20.13	\$20.13	\$20.13	
C	\$17.82	\$17.94	\$18.00	\$18.18		\$18.61		\$18.94	\$19.05	\$20.13	
Final Assembly	\$19.78		\$19.96	\$20.21	\$20.44	\$20.67	\$20.90	\$21.17	\$21.17	\$21.17	
Galley Builder/Stores	\$19.45		\$19.66	\$19.89	\$20.12	\$20.35	\$20.61	\$20.84	\$20.84	\$20.84	
Customer Service	\$19.45		\$19.66	\$19.89	\$20.12	\$20.35	\$20.61	\$20.84	\$20.84	\$20.84	
A Sanitation/Warewash/Porter	\$19.07		\$19.26	\$19.49	\$19.73	\$19.96	\$20.20	\$20.43	\$20.43	\$20.43	
B	\$17.66	\$17.73	\$17.87	\$18.08	\$18.33	\$18.56	\$18.77	\$19.03	\$19.03	\$19.03	
C	\$16.77	\$16.88	\$16.94	\$17.11		\$17.59		\$17.88	\$17.99	\$19.03	
A Cook's Helper	\$18.88		\$19.10	\$19.32	\$19.56	\$19.80	\$20.03	\$20.27	\$20.27	\$20.27	
B	\$17.45	\$17.55	\$17.68	\$17.91	\$18.16	\$18.40	\$18.62	\$18.86	\$18.86	\$18.86	
C	\$16.60	\$16.72	\$16.77	\$16.88		\$17.39		\$17.71	\$17.83	\$18.86	
A Solo Assembly	\$18.62		\$18.80	\$19.07	\$19.28	\$19.51	\$19.76	\$19.99	\$19.99	\$19.99	
B	\$18.00	\$18.11	\$18.23	\$18.47	\$18.71	\$18.95	\$19.18	\$19.41	\$19.41	\$19.41	
C	\$17.13	\$17.24	\$17.30	\$17.41		\$17.92		\$18.25	\$18.36	\$19.41	
A Kitchen Help	\$18.47		\$18.66	\$18.92	\$19.14	\$19.38	\$19.63	\$19.85	\$19.85	\$19.85	
B	\$17.03	\$17.08	\$17.25	\$17.50	\$17.78	\$17.97	\$18.21	\$18.45	\$18.45	\$18.45	
C	\$16.21	\$16.26	\$16.32	\$16.53		\$16.97		\$17.34	\$17.43	\$18.45	
Load Controller	\$22.98		\$23.21	\$23.45	\$23.68	\$23.90	\$24.15	\$24.40	\$24.40	\$24.40	

"A" employees hired prior to October 12, 2004;

"B" employees hired on or after October 12, 2004;

"C" employees hired on or after June 13, 2011

A "lead hand premium" of **\$1.00** per hour shall be paid to individuals performing in such a capacity - such premium to be in excess of the Job Rate for the respective classification.

A driver from the Driver classifications will be used for Meal Bank purposes.

For clarification purposes, employees that are presently on tier 1 wage scales will remain on tier 1 wage scales, and employees that are currently on tier 2 wage scales will remain on tier 2 wage scales.

The parties agree that the present hiring practice for (driver, driver helper, galley builder/store, customer service and dispatcher) classifications hired onto the "A" scale shall continue.

SCHEDULE "B"
Part-time Employees

Part-time employees shall be covered by the terms of this Agreement except as noted below:

- (1) Within each Department, full-time employees shall be given an opportunity for a full schedule of work as defined in Article 21.02 before part-time employees are scheduled or called in to work.
- (2) The Company agrees that interested part-time employees shall be given the opportunity to fill full-time positions before the Company considers applicants from outside the Bargaining Unit.

(3) ARTICLE 19 - HOLIDAYS

Article 19.01, 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07 do not apply.

Holidays will be paid to part-time employees in accordance with the Employment Standards Code of Alberta.

(4) ARTICLE 20 - VACATIONS

Article 20.01, (i), (ii), (iii), (iv), and (v) do not apply.

(5) ARTICLE 21 - HOURS OF WORK

Article 21.02 (a), 21.09, 21.10, and 21.12, do not apply.

(6) ARTICLE 22 - HEALTH AND WELFARE

Article 22.01, (a) Weekly Indemnity Plan and (b) Life Insurance, 22.03 and 22.04 do not apply.

For those employees hired after October 12, 2004, part-time employees must have worked 700 hours before the Company makes contributions under Article 22.06.

SCHEDULE "C"
Casual Employees

Casual and Seasonal employees shall be covered by the terms of this Agreement except as noted below:

(1) Within each Department, full-time employees shall be given an opportunity for a full schedule of work as defined in Article 21.02 before part-time, seasonal and casual employees are scheduled or called in to work.

(2) ARTICLE 12 - BEREAVEMENT LEAVE
Article 12.01, 12.02 and 12.03 do not apply.

(3) ARTICLE 17 - SENIORITY
Article 17.01, 17.04, 17.07, do not apply.

There shall be no accumulation of seniority for casual employees. The termination of such employee shall be deemed to be for just cause.

Those casual employees that refuse any and all offers of work and are subsequently inactive for a period of two (2) months, shall be deemed terminated.

(4) The Company agrees that interested casual employees shall be given the opportunity to fill posted positions before the Company considers applicants from outside the Bargaining Unit.

(5) ARTICLE 19 - HOLIDAYS
Article 19.01, 19.02, 19.03, 19.04, 19.05, 19.06 and 19.07 do not apply.

Holidays will be paid to casual employees in accordance with the Employment Standards Code of Alberta.

(6) ARTICLE 20 - VACATIONS
Article 20.01, (i), (ii), (iii), (iv), (v) and (vii) do not apply.

(7) ARTICLE 21 - HOURS OF WORK
Article 21.02, 21.09, 21.10, and 21.12, do not apply.

(8) ARTICLE 22 - HEALTH AND WELFARE
Article 22.01, 22.02, 22.03, 22.04, 22.05, 22.06 and 22.07 do not apply.

Letter Of Understanding #1

Between:

**Gate Gourmet Canada Inc.
Calgary, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

It is agreed and understood between the parties that hourly rated employees providing vacation relief for supervisory positions will be paid at the lead hand rate of pay for all hours worked.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

Letter Of Understanding #2

Between:

**Gate Gourmet Canada Inc. Calgary, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

The Company agrees to maintain existing electrical outlets in working order under the condition that the employees will not use car warmers on the system. If the electrical system requires major overhaul requiring capital expenditure, this LOU will no longer apply.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

Letter Of Understanding #3

Between:

**Gate Gourmet Canada Inc. Calgary, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

The Company agrees to examine the possibility of structuring one (1) full-time shift from two (2) part-time shifts within the same Department, providing that the creating of a full-time position does not result in the Company incurring additional costs, such as overtime being paid, and that the Company is able to fulfil customer requirements.

This will be done twice a year, the last week of April and October, in consultation with the appropriate shop stewards and management. These months may be changed by mutual agreement.

Should a full-time position be created, the new position will be posted in accordance with Article 17.06.

Other than relieving for the absent employee for such absences such as leaves of absences, illness, injury, vacation, etc. the company shall not have in excess of thirty (30%) of the regular hours worked by employees classified as part-time and casual employees.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

Letter Of Understanding #4

Between:

**Gate Gourmet Canada Inc. Calgary, Alberta
(Hereinafter Called “The Company”)**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called “The Union”)**

The Company shall provide an explanatory document or brochure of the benefit program and such shall be made available to all employees. If there is any discrepancy between the explanatory document or brochure and this Collective Agreement, the provisions of the Collective Agreement shall apply. The benefit provisions contained herein shall remain for the term of the Collective Agreement. The Company may change carriers or improve the existing plan. In such cases the Union shall be notified thirty (30) days prior to the changes.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

Letter Of Understanding #6

Between:

**Gate Gourmet Canada Inc. Calgary, Alberta
(Hereinafter Called "The Company")**

And:

**Miscellaneous Employees Teamsters
Local Union 987 of Alberta
(Hereinafter Called "The Union")**

The Company will not adjust the hours of part time employees for the purpose of denying benefits. Upon request the Company agrees to supply the Union with documentation to validate the hours.

Dated at Calgary this 4 day of January , 2019.

FOR THE COMPANY:

Corey Chow
Elaine Dray

FOR THE UNION:

John Taylor
Brock Penner
Jai Verma
Phil Cook
Steven Luong
Johnny Yee

