

**GATE GOURMET  
CANADA INC.**

FROM: July 1, 2022

TO: June 30, 2025

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# **GATE GOURMET CANADA, INC.**

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**EXPIRY: JUNE 30, 2025**

**AGREEMENT BETWEEN:**

**GATE GOURMET CANADA, INC.**, a body corporate carrying on business in the City of Winnipeg area in the Province of Manitoba, hereinafter referred to as the "Company"

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**WHEREAS: The Company and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote efficient operations,**

**NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE 1 BARGAINING AGENCY**

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all its employees in its Airline Services Division in the Flight Kitchen at the Winnipeg International Airport, save and except for members of the management team, including but not limited to: the Senior Operations Manager, Food Production Manager, Buyer, Transportation/Commissary Manager, Equipment Manager, and Office Clerk(s).

The Union shall not seek the addition into the bargaining unit of any other employee(s) deemed to be part of the management team.

1.02 Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit for experimentation, instruction or emergency.

## **ARTICLE 2                    UNION SECURITY**

**2.01**                    The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff.

**2.02**                    The Company shall provide each new and rehired employee at the time of employment with a form letter, as shown in Exhibit One, supplied to the Company by the Union, outlining to the employee their responsibility in regard to payment of union dues and initiation fee.

**2.03**                    The Company shall forward **Exhibit One, sample attached to this Agreement, duly** completed, to the Union within ten (10) calendar days from the date of hire or rehire of an employee. The Union shall bear the expense of printing and mailing the letter.

**2.04**                    The Company shall provide the Union, once a month, with a list in Excel format containing the names of all employees who have terminated, **retired, laid off, sick leave or on leave of absence from** their employment during the previous month.

## **ARTICLE 3                    DEDUCTION OF UNION DUES**

**3.01**                    The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the **Accounting Department/Bookkeeper** of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly **electronic Excel** statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the **statement**, the name change of employees.

**3.02**                    The Union shall indemnify and save harmless the Company from all claims, demands, actions, or causes of action which may arise out of or in any way connected with the collection of Union dues in accordance with the terms of this Article.

**3.03**                    Each year the Company shall calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T-4 slip for each employee no later than February 28th.

## **ARTICLE 4**            **UNION REPRESENTATION**

4.01            The Company agrees to recognize Union Stewards appointed by the Union from among the employees to handle grievances and other matters related to the Collective Bargaining Agreement. Said Stewards shall be allowed time off with pay from their work for the purpose of conducting necessary Union business in the handling of grievances and orientation. It is recognized and agreed that Shop Stewards will not absent themselves unreasonably under this provision and will first notify the Shop Steward's immediate superior before leaving their work station.

4.02            The Union agrees to advise the Company as far in advance as possible when Stewards will be needed for Union business, so as little disruption as possible will be caused to the operation of the business.

4.03            The Union agrees to advise the Company in writing of the names of the official Union Stewards and no Steward will be recognized by the Company or elected or appointed by the Union unless they have completed the probationary period outlined herein.

4.04            Union members or Stewards will not be discriminated against by the Company or any of its management representatives for lawful union activities or for reporting to the Union violations of any provision of the Collective Agreement.

4.05            The Company agrees to extend to the Union Representative such evidence and premises that are necessary to administer the Agreement. The Union Representative will notify the Manager, or their designate, before speaking to the employees.

## **ARTICLE 5**            **DEFINITIONS**

5.01            All employees shall be classified according to the following definition:

- (a)    **Full-time:** an employee who works **forty (40) hours per week, either comprised of five (5) eight (8) hour shifts or of four (4) ten-hour shifts** totalling eighty (80) hours in a biweekly pay period.
- (b)    **Part-time:** an employee who normally works less than **forty (40) hours per week** and who is scheduled to work on a regular basis.
- (c)    **Casual:** an employee who:
  - i)       is not necessarily scheduled to work on a regular basis, but who may work on an on-call basis.



- ii) A maximum of ten (10) casual employees will be allowed to work at any one time, subject to Article 11.03 and other provisions of this Agreement.
- (d) **Temporary Workers:** 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 unit 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 shall no longer fill said positions with temporary workers. At all times prior to and subsequent to hiring a temporary worker, the Company will continue to meet its obligations pursuant to Article 8, Seniority Rights and this Article. The Company shall not cease its hiring program for full or part-time employees to create the need for temporary workers.
- (e) **Seasonal:** an employee who:
  - (i) Is hired to work during the winter charter season of each year;
  - (i) Does not accrue seniority;
  - (ii) Is paid in accordance with the Collective Agreement
  - (iii) Is paid vacation in accordance with the Employment Standards Act

#### 5.02 **Plural and Singular**

Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

#### 5.03 **Gender Neutral Language**

The parties agree that this Collective Agreement should contain gender neutral language throughout. Any provision in this Collective Agreement which is expressed in terms of a specific gender, shall apply equally to all employees covered by this agreement regardless of their gender.

#### 5.04 **Spouse**

A "spouse" is a person of the same or opposite sex **who is married to the employee or who has cohabitated with the employee in a conjugal relationship for at least twelve (12) consecutive months, unless specifically outlined in other Article in this Agreement.**

## **ARTICLE 6**            **PROBATION PERIOD**

**6.01**            An employee's first sixty (60) shifts worked shall be their probationary period and said employee shall not attain seniority until the expiration of the probationary period when the employee's seniority shall then be dated back to the employee's last date of hiring.

**6.02**            Full-time probationary employees shall have recourse to the grievance procedure after thirty (30) calendar days from their date of hire with the Company. Part-time probationary employees shall have recourse to the grievance procedure after forty-five (45) calendar days from their date of hire by the Company. It is understood and agreed that a probationary employee cannot grieve his/her dismissal from the Company.

## **ARTICLE 7**            **SENIORITY RIGHTS**

**7.01**            Seniority shall be defined as the length of continuous service with the Company within the bargaining unit.

**7.02**            Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

**7.03**            The seniority of an employee shall be deemed to have been broken for any of the following reasons:

- (a)    if an employee quits or is discharged for just and sufficient cause;
- (b)    if an employee fails to report for work within seventy-two (72) hours after being recalled by registered letter mailed to the employee's last known address on file with the Company.
- (c)    if an employee is laid off for a period equal to their seniority or more than twelve (12) months, whichever occurs first;
- (d)    if an employee is absent from duty for any reason for a period of more than three (3) days without written leave of absence, unless satisfactory reason is given. Sickness or inability to communicate with the Company shall be considered a satisfactory reason provided the Company may request verification of such reason.
- (e)    If an employee fails to return to work upon the expiration of the authorized leave of absence unless a satisfactory explanation is provided. Sickness or inability to communicate with the Company shall be considered a satisfactory reason. The Company, before accepting sickness or inability to communicate as a valid reason, reserves the right to obtain reasonable proof of same.

- (f) Is absent from work due to illness or accident for a period of more than **twenty-four (24)** months from the date that the illness or accident commenced and the Company has attempted to accommodate the recognized handicap or disability, subject to the duty to accommodate pursuant to the Human Rights Code and there is no reasonable prospect of the employee returning to active employment;
- (g) If an employee fails to obtain and/or maintain a Transport Canada security clearance **and/or an airside vehicle operating permit** if required as a condition of employment;
- (h) **If a casual employee does not work at least one (1) available shift within a one (1) month period.**

**7.04** Seniority shall be the governing factor in matters of demotion, layoff, recall from layoff, reduction to part-time, choice of weekly assigned hours of work, and temporary assignments, provided that the employee with the greatest seniority has the necessary ability and skill to perform the normal work required by management, following a familiarization period not to exceed two (2) working days.

For clarification, the process outlined in Letter of Understanding #2 shall apply to such matters of layoff, recall from layoff, reduction to part-time, choice of weekly assigned hours of work and temporary assignments with the understanding that the identified list of classifications and the employees within those classifications should be able perform those other identified classifications within the appropriate familiarization period. In applying this new process, it is understood that management retains full authority to determine whether or not the employee(s) can perform such other classifications following the two (2) day familiarization period.

An employee performing a temporary assignment will, upon completion of the assignment, be returned to their previous position.

**7.05** In matters of layoffs, due to airline strikes, disruptions, etc., the Company will endeavour to provide more senior employees with alternate work in other classifications (including higher classifications); providing such employee has the ability and skills to perform the work to the satisfaction of management after a familiarization period not to exceed two (2) working days as provided for in the Letter of Understanding #2 as described above.

Such an employee will receive applicable remuneration and will revert to their former job when laid off employees are recalled.

**7.06** Seniority shall be separated between full-time and part-time and casual employees. Full-time employees will have seniority over junior full-time employees, all part-time and all casual employees. Part-time employees will have seniority over junior part-time employees and all casual employees. Casual employees shall have seniority over junior casual employees. Full-time employees may exercise

seniority over junior full-time employees, all part-time employees and casual employees in the event of layoffs. Part-time employees may exercise seniority over junior part-time employees and casual employees in the event of layoffs.

#### **7.07                      Part-Time Employee Availability**

Part-time employees who refuse any available hours in their classification without a legitimate reason for a one (1) week period shall be reduced to casual from part-time. Employee scheduled vacations, illness or injury (verified by a note from a medical practitioner) or approved paid or unpaid leaves of absence shall not qualify as a refusal of available hours.

Part-time employees who temporarily restrict their availability due to personal commitments as approved by management or due to leaves required by Employment Standards will not be deemed to be restricted.

#### **7.08                      Casual Employee Availability**

Casual employees must provide a weekly availability schedule to their manager by Monday of each week for the following weeks' schedule. Additionally, casual employees must be available to work at least four (4) days per month. Failure to provide availability, work said schedule, or be available for work for the minimum days required will result in termination of employment.

#### **7.09                      Status Change**

All status changes must be made in writing and shall apply in the following manner:

- (a) Full-time employees proceeding to part-time shall be placed in order of seniority on the part-time seniority list without change. Full-time employees proceeding to casual shall be placed in order of seniority on the casual seniority list without change. **Full-time employees must provide a minimum of two (2) weeks' notice of status changes.**
- (b) Part-time employees proceeding to full-time shall be credited with half ( $\frac{1}{2}$ ) of their bargaining unit seniority on the part-time seniority list effective the day of their appointment. Part-time employees proceeding to casual shall be placed in order of seniority on the casual seniority list without change. **Part-time employees must provide a minimum of two (2) weeks' notice of status changes.**
- (c) Casual employees proceeding to part-time shall be placed at the bottom of the part-time seniority list effective the day of their appointment.

Casual employees proceeding to full-time shall be placed at the bottom of the full-time seniority list effective the day of their appointment.

**7.10** For clarification, vacation calculations shall be based on continuous years of service with the Company.

**7.11 Layoffs**

When an employee is laid off due to a shortage of work and elects to exercise their seniority, provided **they have** the necessary skill and ability to do the required work, such employee shall be paid the applicable rate of pay for the classification of the work **they** perform.

**7.12** If the Company decides that, due to changes in business requirements or reorganization, it is no longer necessary to fill a particular job classification, employees affected will be offered alternative positions within another classification in accordance with **Articles 7.04 and 7.05**.

**7.13** Part-time employees will not be employed or scheduled to the extent it results in the displacement or prevents the hiring of full-time employees.

**7.14 Promotion outside the Bargaining Unit**

Any employee promoted to a position outside the bargaining unit shall be on a trial period for a period of three (3) calendar months. If an employee is not successful in their new position, or decides to return within the bargaining unit, same will be allowed within the three (3) month period. The employee shall then return to the bargaining unit without loss of seniority, benefits, etc.

**7.15** The Company agrees, prior to the hiring of a new employee, to recall all employees on layoff in accordance with the provisions of the Collective Agreement, who are capable of performing the work required by demonstrating the necessary skill and ability, and available to work the required shift

**7.16** In the event a weekend or partial weekend shift off (Friday/Saturday, Saturday/Sunday or Sunday/Monday) becomes available due to an absence of two (2) weeks or longer of another full-time employee, the senior employee within the classification who wishes to do so may claim that shift for the duration of the availability of the shift. A maximum of two (2) employees will be allowed to "bump" for the vacant Friday/ Saturday, Saturday/ Sunday or Sunday/ Monday shifts.

**7.17 Seniority List**

A seniority list shall be prepared every three (3) months covering the employees covered by this Agreement and it shall contain the names and hiring dates of each of the employees along with their respective work classifications. The seniority list shall remain posted on the bulletin board.

The Company shall also e-mail the Union **in January and July** of each calendar year **or whenever requested** with an up-to-date seniority list, in Excel format, of all employees covered under the terms of the Collective Agreement. The seniority list shall include **name**, start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, e-mail address and phone number of all bargaining unit employees including those on leave.

## **ARTICLE 8**      **JOB POSTINGS**

**8.01**                Should a vacancy occur, or a new position is created, a notice of the vacancy or new position shall be posted within seven (7) calendar days of the vacancy occurring, for seven (7) calendar days, and employees may apply in writing to fill the vacancy. If the vacancy is for a full-time job, then full-time employees within the seniority group shall be given preference when the applications are being considered. If the vacancy is for a part-time job, then the Company shall give preference to applications submitted by part-time employees within the seniority group. The position(s) shall be awarded within seven (7) days of the end of the posting period, and shall be done in accordance with **Article 8.02**.

**8.02**                Where skill and ability of the applicants to perform the normal functions of the job are relatively equal, seniority shall be the governing factor in matters of promotion, awarding of a new position or vacant position with the exception of the following classifications: Load Control, Second Cook and Final Assembly where the Company will be the sole judge of skill, ability and competency regardless of the seniority of the employee.

**8.03**                When a new position is created, appropriate rates of pay shall be negotiated and shall appear in the Agreement. In the event the parties are unable to agree on a rate of pay, the matter may be referred to arbitration by either party in accordance with **Article 24**.

**8.04**                Except as provided below, after successfully posting into a vacant position, an employee shall be prohibited from applying for other vacant position for a period of twelve (12) months unless otherwise mutually agreed, **unless the newly created/vacant position would be a promotion**, unless the position to which they have posted becomes eliminated or suffers a permanent reduction of hours, or unless the Company has removed the employee from a posted position.

Additionally, any employee that applies for a position and withdraws **their** name **after** being awarded **the position** shall not be eligible to bid on any other positions that may arise for a period of six (6) months from the date of return to his previous position.

**8.05**                The Company agrees that when posting a job, it will notify employees who are on vacation or authorized leave of absence **of** the posting via e-mail or telephone call where said posting carries a greater or equal hourly rate of such employees. **Employees will provide their email address to receive said job posting.**

The Company also agrees to notify employees who have been laid off and are entitled to recall to work via e-mail or telephone call of any job posting of greater, equal or lower hourly wage rate than such employees were earning before their layoff.

It is the Employees sole responsibility to keep the Company informed of their correct address, telephone number and e-mail address at all times. The Company will not be held responsible for any obligation or consequence resulting from such failure on the part of the Employee.

**8.06** In the event an employee through injury or illness is unable to perform their normal duties, the Company will endeavour to find alternate employment where such exists, and providing that no other employee will thereby be deprived of their job.

## **ARTICLE 9 MANAGEMENT'S RIGHTS**

9.01 The management of the Company and the direction of the work force, including the right to plan, direct and control operations, to maintain discipline and efficiency, to require employees to observe reasonable Company rules and regulations, to hire, discipline and discharge for just and sufficient cause, promote, demote, transfer and to assign working hours, in compliance with the terms covered elsewhere in this Agreement, shall be vested in the Company.

9.02 All packages, parcels and materials must be authorized for removal from any of the Company's premises by the manager or supervisor who will, after satisfactory inspection, issue a signed pass.

9.03 The Company agrees, in the administration of this Collective Bargaining Agreement, to act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

9.04 Notwithstanding **Article** 9.01 above, no employee may be required to retire on the grounds of age.

9.05 The Company shall act fairly and in good faith with respect to any matter which is not covered by the Collective Agreement.

### **9.06 Contracting Out**

The above parties agree that the Employer agrees, prior to any contracting out, to meet with the Union to discuss possible ramifications on the bargaining unit.

## **ARTICLE 10**      **MEDICAL EXAMINATIONS**

10.01                    It is recognized that all employees may be required, so as to comply with laws or so as to comply with rules and regulations of the Company, to submit to medical examinations. Any such examination shall be carried out by a medical practitioner designated by the Company, and it is recognized that the Company shall have the right to obtain a copy of any medical report relating to any such examination and a copy of same shall be provided to the employee.

10.02                    If an employee disputes the contents of a medical report which is supplied to the Company by the medical practitioner then the employee reserves the right, at his own expense, to consult his own physician who shall supply a medical report to the Company and this further medical report shall be given reasonable consideration. If that report contradicts the Company's initial report, the Company may request a third opinion using a different medical provider who shall be mutually agreed to between the Company and Union whose opinion shall resolve the dispute. The Company shall pay for any third opinion that it may request.

10.03                    The Company will not have access to the results of any medical examination where such information is not required to comply with laws, or is not required to comply with reasonable rules and regulations of the Company, providing such rules and regulations arise out of medical conditions directly related to the employee's work.

10.04                    It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged for by the Company when asked to report during working hours.

10.05                    Employees shall be paid two (2) hours' pay if asked to report outside of working hours for a medical examination (except pre-employment examinations).

## **ARTICLE 11**      **WEEKLY/DAILY WORKING HOURS AND OVERTIME**

11.01                    The basic work week for all full-time employees consist of forty (40) hours per week, either comprised of five (5) eight (8) hour shifts or of four (4) ten (10) hour shifts. At least two (2) of the days off in a workweek shall be consecutive.

11.02                    The Union and the Company agree that senior employees shall be able to claim shifts with the most hours each day. A full-time shift shall be as described in **Article** 11.01. Preference as to available hours of work shall be given to employees according to seniority, consistent with the availability of the employee and providing the employee has the ability to perform the normal functions of the job after a familiarization period not to exceed two (2) working days as provided for in the Letter of Understanding #2 as described in Article **7.04**.



### **11.03                      Working in Another Classification**

Employees, in order to receive hours by seniority, shall be allowed to claim hours from the most junior employee within another classification as provided for in the Letter of Understanding #2

All employees must accept any available shifts within their classification prior to seeking any shifts in another classification. More junior employees in a classification shall not be scheduled for more hours of work than more senior employees in the classification wishing to work more hours.

Employees prepared to work in more than one (1) classification shall notify the Company, in writing, either on a **monthly** or permanent basis, of their desire to do so. **All** changes must be given prior to Monday noon of the last full week in the current month for the following month.

Employees working in another classification will be paid at the rate of pay for that classification at the increment level in which they are currently placed for all time worked in the other classification.

### **11.04                      Shift Bid**

Employees working as Commissary Driver Final Assembler shall have the opportunity at least twice per year, to bid on which shift the Employer has in place by seniority with the most senior employee selecting their shift first and the next selecting from the remaining shifts in descending order of seniority, provided the employee has the ability to perform the normal function of the job.

### **11.05                      Full-Time Ratio**

The Company agrees to maintain a full-time working force of not less than seventy (70%) percent of the total working force in the bargaining unit. The listing of active employees that show the ratio will be made available if and when requested by the Union.

Casual and Seasonal employees will not be included in the calculation of the seventy (70%) percent ratio.

Upon request, the Company agrees to make available to the Union Representative and/or Shop Steward, the number of casual employees who are working on a daily basis.

### **11.06                      Weekly Schedule**

For each calendar week period the Company will assign each employee a starting and quitting time for each working day and including the employee's assigned days off duty and post same on the bulletin board by Wednesday for the following week. The Company agrees to discuss with the Union Shop Steward changes **that involve maximization of**

**hours** before they become effective. Assigned days off shall be consecutive unless otherwise agreed between the Company and the Union.

**11.07** The Company may in the future implement, if practical, a ten (10) hour work shift within certain departments and/or classifications.

**11.08** The Company agrees not to schedule split shifts or require employees to work split shifts, unless the employee mutually agrees to do so.

The hours on duty for any one (1) day shall be consecutive, except in case of an emergency.

**11.09** Before a general change is required in the weekly assignments, the Company shall provide forty-eight (48) hours' notice to the employees.

**11.10** There will be a minimum of twelve (12) hours off between shifts unless a shorter period is mutually agreed to between the Company and the employee affected.

**11.11** **Overtime**

The overtime rate for full-time and part-time employees who, with Company permission, work in excess of eight (8) hours in any one (1) shift or forty (40) hours in any one (1) week shall be paid one and one-half (1½) times the employee's regular rate for time worked.

**11.12** Overtime shall be offered to employees on duty, in their classification in their department, in order of seniority. In the event that there are not enough volunteers to work the necessary overtime, the Company may assign overtime in order of reverse seniority to employees on duty in their classifications in their department up to the maximum number of hours stated in Article 11.16 or more if mutually agreed upon. The Company agrees to use the minimum number of employees necessary when requiring overtime.

**11.13** After the Company has given an opportunity to senior part-time employees to work additional regular hours which have become available, and if no one has accepted, the Company shall then request the junior employee in this classification, who is on duty, to work the additional hours. Such employee shall be obliged to work the requested additional hours to a maximum of the basic work day. No employee shall be required to work such additional hours if no emergency exists or if they cannot do so due to compelling personal reasons.

**11.14** With the exception of an employee calling off work sick, an employee(s) shift exchange and an employee requesting an extra day off, all time worked outside a full-time employee's regular assigned working hours in any one (1) day, or on their assigned days off duty, when authorized by the Company shall be considered as overtime and paid for at the rate of time and one-half (1½) for the time so worked, subject to Article 11.11. For clarity, the above exceptions apply to all or part of an employees

scheduled shift. *For example, an employee going home from work sick for 4 hours on day 3 of their 5 day work schedule thereby working 36 hours over a 5 day period but working on day 6 for 8 hours will not be eligible for overtime until he works beyond 40 hours in that week (7 day period). Assuming day 6 is an 8 hour shift and the employee works the entire shift, he shall be paid 4 hours regular (bringing him up to 40 hours in the week) and 4 hours of overtime.*

**11.15** An employee shall not be required to take time off duty during the employee's regular assigned working hours to equalize for any overtime worked outside the employee's assigned working hours or their assigned day off duty. This will not prevent employees from making other arrangements as to equalization of overtime by mutual arrangement, subject to the Company's and the Union's approval.

**11.16** An employee, when requested by the Company, shall work up to three (3) hours' overtime in any one (1) day subject to **Article 11.12**. Overtime shall be on an optional basis, unless there is an emergency, of which the Company shall be the sole judge, when it shall then be decided, according to seniority in the job classification, where overtime is to be worked.

**11.17** The Company shall give the employee forty-eight (48) hours' notice in the event of overtime, except in the event of an emergency, when no notice shall be given in advance. Overtime shall be distributed to qualified employees in accordance with Article 11.12.

**11.18** Employees working more than one and one-half (1½) hours of overtime shall receive an additional fifteen (15) minute uninterrupted rest period with pay.

**11.19** **Winter Weather**

In the event of snow storm, so severe that the public transit system throughout the city is not working, employees on duty shall be paid time and one-half (1½) for any hours worked beyond eight (8) hours. Employees who have ended their shift and are not required to work will be paid a maximum of four (4) additional hours of straight time.

**11.20** **Time Worked Recorded**

All staff are required to record time in and out, not more than five (5) minutes before assigned starting time or five (5) minutes after assigned finishing time of shift, dressed in working clothes. Staff are not permitted to record time while dressed in street clothing.

All time worked in excess of five (5) minutes before or eight (8) minutes after a shift will be paid in fifteen (15) minute increments for each fifteen (15) minutes or major portion thereof at applicable overtime rates, provided overtime is authorized by management.

**11.21                      Reporting for Work**

Employees who are scheduled or called in and report to work shall receive a minimum of four (4) hours' work or four (4) hours at their appropriate rate.

**11.22                      Shift Exchange**

Full-time employees may exchange weekend work shifts with other full-time employees. Such rescheduling shall be approved at the sole discretion of the Company. No employee will be required to give up their Saturday or Sunday off.

Notwithstanding the above, employees who do not normally receive Saturday/Sunday off, may apply for weekend shifts off work. If sufficient notice is given to the Company for scheduling purposes, they may receive some Saturday/Sunday combinations off subject to operational requirements as determined by the Company.

It is understood by the parties that this provision does not guarantee that all departments will receive equal consideration.

**11.23**                      Employees who have completed their probationary period may request, for their own personal convenience, shift exchanges with other qualified employees in their classification, by submitting their request in writing to their immediate supervisor forty-eight (48) hours prior to the commencement of the said shift. Subject to business conditions, the Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (a) and (b) below:

- (a)     no employee may shift change into overtime, change of status, i.e., full-time, part-time, premium pay, etc.
- (b)     shift changes will not result in junior employees achieving more hours than a more senior employee in the same classification who is willing and available to do the work.

**11.24**                      There shall be no pyramiding of overtime or other premiums provided for in this Agreement.

**ARTICLE 12              Meal and Rest Periods**

**12.01**                      Each employee will be allowed a lunch period of not less than thirty (30) minutes without pay, for a shift of more than five (5) hours. A rest period of fifteen (15) minutes with pay during the first half (1/2) of the employee's shift and one (1) in the second half (1/2) of the employee's shift will be allowed for each working day of five (5) or more hours.

**12.02**                      It is agreed that the fifteen (15) minute coffee break commences at the time an employee leaves their work station and ends when the employee return to their work station.

**12.03** It is agreed that no employee will be called back to work during scheduled lunch periods and/or break periods except in cases of emergency.

In the event an employee is called back to work, the employee shall be entitled to begin his or her lunch or rest period again.

**12.04** Where meals are furnished by the Company, the maximum amount which may be deducted from the employee's wages shall be one dollar fifty cents (\$1.50) cents per meal. Deductions for meals shall be made when the Company and the employee agree that the Company is to furnish the meals to the employees and the employees partake of such meals, it being understood that such deductions for employees will be on the basis as presently in effect, provided, however, that for employees hired after January 1, 2002, such participation and deductions will be compulsory for any day that they receive a meal.

**12.05** The Company agrees that lunches served to employees on the afternoon and night shifts shall be of the same quality and quantity as those enjoyed by day shift employees.

## **ARTICLE 13 WAGE RATES AND WORK CLASSIFICATIONS**

**13.01** Minimum wage rates and work classifications for the employees shall be as set forth in Appendix "A" attached hereto and becoming part of this Agreement.

## **ARTICLE 14 PREMIUMS**

**14.01** Employees working a shift from 10:30 p.m. to 7:30 a.m. shall receive a shift premium of fifty-five (55¢) cents for each hour worked. Shift premiums shall not be included for the purposes of computing overtime pay.

### **14.02 Airside Vehicle Operators Permit Premium**

Any employee who possesses an Airside Vehicle Operators Permit (AVOP) and is classified as a Commissary Driver Final Assembler shall receive a one dollar **and fifteen cents (\$1.15)** per hour premium for all hours scheduled and worked in the transportation department, including overtime.

Any employee who possesses an AVOP and is not classified as a Commissary Driver Final Assembler but is required to perform airside functions (i.e. escorting, guide person, a la cart delivery, etc.) shall receive a one dollar **and fifteen cents (\$1.15)** per hour premium for all hours worked in the transportation department, including overtime.

For clarification, the AVOP shall be paid on the total number of applicable hours worked. For example, if a Commissary Driver Final Assembler works forty-two hours in a work week and qualifies for forty-two (42) hours of the AVOP, **they**

shall be paid **their** current rate of pay for the forty (40) hours plus two (2) hours at the applicable overtime rate plus forty-**eight** dollars **and thirty cents (\$48.30)** for the AVOP.

## **ARTICLE 15           EMPLOYEES' PAY DAY**

15.01                   The Company agrees to pay **all** employees **via direct deposit on every second Tuesday. Pay stubs will be available for pick-up** during the employee's lunch hour or to those employees who report to the office on Tuesday after 10:00 a.m. on pay day.

15.02                   Normal pay periods cover a term of two (2) weeks from Monday a.m. to Sunday midnight and pay cheques shall be issued on the Tuesday, nine (9) days after the pay period ends.

15.03                   The Company agrees to rectify any payroll mistakes and make the adjustments to the employees involved by the pay day following the one in which the error was made. However, if the error is for more than one hundred (\$100.00) dollars, and the employee so requests, the Company will issue a manual cheque within three (3) days of the matter being raised by the employee. This clause does not apply where there is a dispute on employee entitlement.

## **ARTICLE 16           TEMPORARY ASSIGNMENTS/SUITABILITY FOR PROMOTION**

16.01                   In the event of the employee being temporarily required to fill any position in respect of which the rate of pay is higher than that paid to such employee, during such time as they fill such other position for at least one-half (1/2) of a shift, then such employee shall receive as a minimum for all the time so worked the rate at the increment in which they are currently placed for the classification in which the work was performed, and provided that, in the event of an employee rendering temporary service in a position ordinarily paying a smaller wage, their regular rate shall not be reduced.

16.02                   The parties will meet as requested to review and discuss job duties and classifications contained in the Collective Agreement, with a view to clarifying such duties.

16.03                   In the interests of the employee, the Union and the Company, the Company will undertake to provide suitable training programmes at no cost to the employees. An employee attending such a programme will be paid at the regular rate as called for under this Agreement for time spent as scheduled by the Company for the purposes of attending such a programme. The length of the training period and the number of trainees will have to be by mutual agreement between the Union and the Company.

## **ARTICLE 17**      **GENERAL HOLIDAYS**

17.01                      The following days shall be considered General Holidays, for which regular full-time employees shall suffer no reduction in pay if not required to work:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

provided that when any of the above holidays fall on Sunday, the day substituted by the Government shall be observed. And further provided that any individual employee affected shall have worked their last assigned hours immediately before and their first assigned hours immediately after any one of the above holidays, unless one of the said days was their regular assigned off-duty day.

An employee shall not be deprived of their pay for the General holiday if by reason of established illness the employee is absent from work on either or both of the days immediately preceding or following the general holiday.

17.02                      The Company agrees to grant and schedule general holiday time off with pay to as many full-time employees as possible, consistent with business requirements.

The Company will endeavour to provide the greatest number of employees possible with General Holidays off, in accordance with seniority. In order to achieve this, employees will be permitted to work out shift changes amongst themselves provided that all positions are adequately covered and that the Company does not incur additional overtime payments as a result of any such changes.

17.03                      Employees may choose to be paid for General Holidays by being given another day off duty during the calendar week in which the holiday occurred at the Company's discretion or be paid an extra day's pay in lieu thereof.

17.04                      Employees who work on a General Holiday as outlined in this section shall be paid, in addition to **Article** 17.03 above, time and one-half (1½) for all hours worked on the holiday.

17.05                      Part-time and casual employees who have completed their probationary period outlined herein shall receive holiday pay in accordance with the following formula, providing they qualify as outlined in **Article** 17.01 above:

- a.      Part-time and casual employees who have accumulated an average of thirty-two (32) hours of work a week or more in the period of four (4) weeks preceding the week in which the holiday occurs shall receive eight (8) hours' pay as holiday pay.

- b. Part-time and casual employees who have accumulated an average of twenty (20) hours or more of work but less than thirty-two (32) hours of work per week over the period of four (4) weeks preceding the week in which the holiday occurs shall be paid six (6) hours' pay for each holiday outlined herein.
- c. Part-time and casual employees who have accumulated an average of ten (10) hours or more of work but less than twenty (20) hours of work per week over the period of four (4) weeks preceding the week in which the holiday occurs shall be paid four (4) hours' pay for each holiday outlined herein.

17.06 Payment for **General Holidays** will include all shift premiums, relieving rates, or any other premium that the employee would normally receive had they been working.

## **ARTICLE 18 VACATIONS WITH PAY**

18.01 The Company shall post the vacation entitlement schedule prior to January 31<sup>st</sup> of each year. Employees must fill in their vacation schedule by February 28<sup>th</sup> of each year. The Company shall assign vacations in accordance with Article 18.08 of the Agreement and shall post a vacation schedule by March 15<sup>th</sup>. Any changes or revisions must be submitted to the Company before March 31<sup>st</sup>. No further changes will be made to the vacation schedule after March 31<sup>st</sup>, except by mutual agreement between the Company and the employee. All employees must schedule their annual vacation. Those employees who fail to schedule all or part of their vacation entitlement by March 31<sup>st</sup> shall have their remaining entitlement scheduled by the Company unless extenuating circumstances prevented the affected employees from taking all or part of their vacation. In such instances, the employees affected shall have their vacation balance paid out on the first pay period of the following vacation year.

For the purpose of this Article, extenuating circumstances means those circumstances that cannot be avoided such as employees being off due to extended illness or a long term leave that would prevent them from scheduling their vacation in accordance with the timeline stated above. Those employees would then be expected to make every reasonable effort to schedule their vacation upon return from leave and failure to do so would result in the Company scheduling their vacation for them. In cases where the employees are off work for an extended period of time (for example, two-thirds of the year) where they would be challenged to schedule their outstanding vacation within the rest of the vacation year, they would then be eligible to have their vacation paid out.

18.02 Employees with one (1) year's service with the Company on or before April 1<sup>st</sup> shall be entitled to and shall be paid for any unused vacation due if employment is terminated by the employee or the Company prior to an opportunity of taking same.



18.03

**Full-Time Vacation**

- (a) All employees who have completed one (1) year continuous service on or before April 1 shall receive two (2) weeks' vacation with pay in that calendar year.
- (b) All employees who have completed four (4) years' continuous service on or before April 1st shall receive three (3) weeks' vacation with pay in that calendar year.
- (c) All employees who have completed eight (8) years' continuous service on or before April 1st shall receive four (4) weeks' vacation with pay in that calendar year.
- (d) All employees who have completed sixteen (16) years' continuous service on or before April 1st shall receive five (5) weeks' vacation with pay in that calendar year.
- (e) All employees who have completed twenty-five (25) years of continuous service on or before April 1st shall receive, in addition to their five (5) weeks' vacation with pay, one (1) additional day of paid vacation for each year of service commencing with the twenty-fifth (25th) year, when the employee will receive five (5) weeks and one (1) day up to the twenty-ninth (29th) year when the employee will receive six (6) weeks' vacation with pay. Such employee will continue, each year thereafter to receive six (6) weeks' vacation with pay.
- (f) The four (4), five (5) or six (6) weeks referred to above shall be granted in one (1) continuous period during the regular vacation period. The Company, however, may refuse to grant the four (4), five (5) or six (6) weeks' vacation to be taken consecutively during the period June 15th to September 15th each year. The Company agrees it will not unreasonably refuse granting of same.
- (g) All premiums, including shift premiums, relieving rates, or any other premiums which the employee would have received had they worked, will be included in vacation payment for full-time employees.

18.04

**Part-time Vacation**

- (a) Part-time employees with one (1) or more years' service with the Company shall be entitled to a vacation with pay in the amount of four (4%) percent of their gross earnings paid to them by the Company for all time worked in the previous twelve (12) month period ending April 1.

- (b) Part-time employees with one (1) year's service with the Company on or before April 1st shall be entitled to and shall be paid for any unused vacation due if employment is terminated by the employee or the Company prior to an opportunity for taking same.
- (c) Part-time employees with five (5) or more years' service with the Company in the last ten (10) years or part-time employees with four (4) or more years' service with the Company shall be entitled to a vacation with pay in the amount of six percent (6%) of their gross earnings to be calculated and paid as per the above.
- (d) Part-time employees with eight (8) or more years' service with the Company shall be entitled to a vacation with pay in the amount of eight percent (8%) of their gross earnings to be calculated and paid as per above.
- (e) Part-time employees with sixteen (16) or more years' service with the Company shall be entitled to a vacation with pay in the amount of ten percent (10%) of their gross earnings to be calculated and paid as per above.
- (f) Part-time employees with twenty-five (25) years of service with the Company shall be entitled in addition to their vacation with pay of ten (10%) percent, an additional point four (.4%) percent of their gross earnings for each year of service commencing with the twenty-fifth (25th) year when the employee will receive ten point four (10.4%) percent and up to the twenty-ninth (29th) year when the employee will receive twelve (12%) percent. Such employee will continue, each year thereafter to receive twelve (12%) percent vacation pay.

18.05                Upon written request of the part-time employee, the Company agrees to grant time off for vacation purposes without pay, based on the full-time employee's schedule of vacation entitlement for number of weeks entitlement only.

18.06                New employees who enter the Company's service before April 1st in any one year and have not completed twelve (12) months' service by April 1st, shall be entitled to one-twelfth (1/12th) of two (2) weeks' vacation with pay at their regular rate of pay for each completed month's service up to April 1st in any one **(1)** year and will be paid same in addition to wages then due if employment is terminated by the employee or the Company prior to an opportunity of taking same.

18.07                Vacation pay shall be paid to each employee in advance not later than the payday immediately preceding the beginning of their vacation, when requested in advance.

18.08                Subject to paragraph two below, employees' seniority and length of service with the Company in their respective classifications or groups shall govern in the choice of time in taking vacations. The Company and the Union shall together adjudicate and decide borderline or conflicting cases.

Concerning the procedure for selection of vacations, each employee will submit a minimum of three (3) vacation preferences in advance in writing with the understanding that they cannot take more than two consecutive weeks of vacation. Employees understand that their first vacation preference may or may not be approved based on the needs of the business and/or seniority in relation to vacation scheduling.

During the period December 1st to February 28th of each year, the Company will consider requests for vacation. However, vacation requests will only be approved if operational requirements permit.

Employees wishing to take their entire vacation outside of prime time (June 15 - September 15, and the last two (2) weeks of December) will be allowed to book their entire vacation in the first round of selection subject to the terms of this Article.

18.09 When a General Holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one for which the employee would have received holiday pay had they been working. If granting an extra day's vacation will hamper operations or interfere with the arrangement of vacation schedules, an extra day's pay will be given in lieu of an extra day's vacation.

18.10 A full-time employee's approved scheduled vacation dates will not be changed by the Company without two (2) weeks' prior notice and in no event will they be changed if the employee produces evidence of more than fifty dollars (\$50.00) obligations committed, prior to the two (2) weeks' notice.

18.11 The Company agrees that an employee who is hospitalized during their vacation shall be entitled to reschedule their vacation at a mutually acceptable time.

18.12 The Company will make every effort to give more than one employee vacation leave at the same time, if requested.

## **ARTICLE 19 NOTICE OF LAYOFF/TERMINATION/SEVERANCE PAY**

19.01 When the Company desires to lay off an employee, in accordance with the Collective Agreement, and the layoff results in an employee being off longer than eight (8) weeks in a sixteen (16) week period, the employee shall be given the required notice or payment in lieu of notice in accordance with the grid shown below.

### **Period of Employment**

### **Notice period**

less than one (1) year

one (1) week

at least one (1) year and less than three (3) years

two (2) weeks

at least three (3) years and less than five (5) years

four (4) weeks

at least five (5) years and less than ten (10) years

six (6) weeks

at least ten (10) years

eight (8) weeks

The Company can still either allow the employee to work out this notice period, or pay wages in lieu of notice, for the same number of weeks.

If the layoff results in an employee being off less than eight (8) weeks in a sixteen (16) week period they shall nevertheless receive one (1) week's notice or payment in lieu of notice.

19.02 When the Company terminates the employment of an employee for just and sufficient cause then no notice shall be given and no wages shall be paid in lieu thereof unless said employee is reinstated through the Grievance and Arbitration Procedure of the Agreement.

19.03 Any employee with sixty (60) or more days' service with the Company, who desires to terminate their employment, shall give one (1) week's notice to the Company.

19.04 **Severance Pay**

In addition to any notice and/or pay required because of legislation, any full-time employee who has completed five (5) years of employment with the Company, and who is terminated due to the permanent closing of the commissary and/or flight kitchen operation, shall receive severance pay as follows:

five (5) years but less than ten (10) years	six (6) weeks
ten (10) years but less than fifteen (15) years	eight (8) weeks
fifteen (15) years but less than twenty (20) years	ten (10) weeks
twenty (20) years but less than twenty-five (25) years	twelve (12) weeks
twenty-five (25) years or more	fourteen(14) weeks

Any employee who has been full-time at any time within one (1) calendar year of a permanent closure of the commissary or flight kitchen shall be entitled to severance pay as if they were full-time.

**ARTICLE 20 UNIFORMS AND PROTECTIVE CLOTHING**

20.01 All uniforms or special articles of wearing apparel worn by employees while on duty, except shoes and stockings but including white smocks, hair nets and trousers for all kitchen help and waterproof aprons for dishwashers, and winter wear for drivers, shall be supplied, maintained and laundered by the Company. Said shall be returned at expiration of employment by the employee. Additionally, the cold weather wear quality and selection needed by drivers and those working in shipping and receiving shall be the subject of discussions at the Labour/Management Relations Committee with a view to finding clothing that meets their needs and fits people appropriately, while falling within the budgetary guidelines of the Company.

**Footwear**

All employees are required to wear either Company approved C.S.A. footwear. Only after the completion of the employee's probationary period, shall the employee be reimbursed, upon presentation of an original receipt from a recognized vendor, up to a maximum of the amounts listed below towards the cost of purchasing such footwear **once** every calendar year.

Slip Resistant Protective Toe Boots: One hundred and twenty-five dollars (\$125.00).

Slip Resistant Protective Toe Shoes: Ninety-five dollars (\$95.00).

Casual employees will be reimbursed once every three (3) years.

Seasonal employees shall be reimbursed up to a maximum of seventy-five dollars (\$75.00) following the successful completion of their seasonal employment term.

**ARTICLE 21 LEAVES OF ABSENCE**

21.01 Leaves of absence of a personal nature shall be requested at least four (4) weeks in advance unless there are circumstances beyond the control of the employee and shall be granted at the discretion of the Company. All requests for leaves of absence shall be made to the Manager and the granting or refusing of such leaves of absence shall be made in writing to the employee concerned. The Company's decision in writing will be given within one (1) week of the date of the request for leave of absence. The Company shall not unreasonably withhold the granting of said personal leave.

21.02 The Company may grant employees with two (2) or more years' service a leave of absence of up to four (4) weeks' duration, without pay, outside the vacation period of June 15th to September 15th. Such leaves of absence will not be granted to employees more often than once every two (2) years unless otherwise mutually agreed to and may not be granted during the period of December 15th to January 15th each year. The granting of such leaves of absence will not be unreasonably withheld if the application by the employee is based on valid personal reasons. Nothing in this section precludes the right of the employee to request or the Company to grant a leave of absence of a longer duration for personal reasons as per **Article 21.01**. When such a leave is granted the employee shall be responsible for the payment of benefit contributions and vacation pay shall be prorated for that year.

21.03 **Negotiation Leave**

The Company shall allow time off, without pay, on the basis of two (2) employees for the purpose of attending on the Negotiating Committee. The Union will endeavour not to select two employees from any one department for this purpose. **The**

**Company agrees to pay employees as if they had worked and then to bill the Union accordingly. The Union agrees to reimburse the Company in a timely manner.**

**21.04                      Union Leave**

Upon four (4) weeks' prior notice in writing from the Union, the Company agrees to grant a leave of absence of up to one (1) year, renewable from year to year, to one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence shall be without pay or other benefits. The Union agrees to notify the Company at least four (4) weeks in advance of the employee's return to work for the Company. **The Company agrees to pay employees as if they had worked and then to bill the Union accordingly. The Union agrees to reimburse the Company in a timely manner.**

**21.05                      Union Convention/Conference/Education Leave**

**A leave of absence without pay for the purpose of attending Union conventions/conferences and/or education seminars shall be granted to bargaining unit employees by the Company upon receiving four (4) weeks notice and a written request from the Union. Time off shall not be granted to more than one (1) employees at any one (1) time unless otherwise mutually agreed to between the Company and the Union, and the duration of any such leave shall not exceed seven (7) calendar days per occasion. The Company agrees to pay employees as if they had worked and then to bill the Union accordingly. The Union agrees to reimburse the Company in a timely manner.**

**21.06                      Bereavement Leave**

An employee will be given full pay for their normally scheduled hours up to four (4) **non-consecutive working** days in the case of death of an employee's spouse, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, grandfather, grandmother, step-siblings, step-father, step-mother, step-children, **aunt, uncle**, niece, nephew, brother-in-law, sister-in-law and grandchildren. **All bereavement leave must be used** within three (3) months following the **date of death**. **The employee shall provide documentation if requested.**

An employee informed of a death in the immediate family as defined in Article 21.06 during work hours shall be granted the remainder of the shift off with pay.

Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel to attend the funeral, when the funeral is held outside a one hundred (100) mile radius of the city of Winnipeg. Additional days off without pay for other reasons, may be granted by mutual agreement between the Company and the employee concerned.

**21.07****Maternity Leave**

The Company shall grant Maternity Leave to any employee. Any employee on Maternity Leave who elects to return to work must do so within seventeen (17) weeks following the termination of the pregnancy. The employee must give the Company a minimum of two (2) weeks notice in advance of the day **the employee** intends to return to work. In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, providing such request is accompanied by a doctor's certificate setting out the nature of the complications. The seniority of the employee affected by this section shall accumulate until the employee returns to work.

No employee will be denied group insurance as a result of requesting same from a disability arising out of **their** pregnancy.

**21.08****Parental Leave****(A) Entitlements**

Every employee who has completed their probationary period and,

- (a) who,
  - (i) becomes the natural parent of a child,
  - (ii) or assumes actual care and custody of the newborn child, or
  - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

**(B) Commencement of Leave**

With the exception of employees on maternity leave, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when their parental leave is to commence. Employees on maternity leave must take parental leave immediately upon expiry of maternity leave, or such other time as may be mutually agreed.

(C) **Late Application for Parental Leave**

When an application for parental leave under subsection (A) above is not made in accordance with subsection (b), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for the full **sixty-three (63)** week leave period.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated in the position occupied at the time such leave commenced.

(E) Benefits provided for in this section are in addition to any and all maternity leave benefits that are available to an employee.

**21.09                    Paternity Leave**

**An** employees shall be granted a three (3) day paternity leave of absence without pay which must be taken within seven (7) calendar days following the birth **or adoption** of their child. Said employee shall also be entitled to an additional seven (7) calendar days off without pay if they so desire. Paternity leave shall be in addition to any parental leave the employee may be entitled to.

**21.10                    Protected Leaves of Absence**

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to Compassionate Care Leave, Jury Duty/Witness or Jury Selection Leave, **Interpersonal** Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and Regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at [www.gov.mb.ca/labour/standards/](http://www.gov.mb.ca/labour/standards/).

**ARTICLE 22                    WRITTEN REPRIMAND**

**22.01                    A** Shop Steward or, in the absence of a Shop Steward, another employee ~~in~~ **from** the bargaining unit **readily available and chosen by the employee being disciplined**, shall be present when a member of the bargaining unit **is being disciplined or is being discharged**. **A full-time Union Representative shall be notified by the Company prior to the commencement of any such meeting and shall be entitled to attend any such meeting providing they are readily available to do so.**



In unusual circumstances where it is necessary for the Company to advise the employee by mail of discharge, the Union office will be mailed a copy of such notice **within two (2) working days**.

22.02 The employee will be given a copy of such reprimand which is to be entered on the employee's personnel file.

22.03 The Company agrees that any written reprimand which is placed in the personnel file of an employee as a form of disciplinary action shall be removed from the record of the employee after a period of twelve (12) months of service by the employee after the time they received the written reprimand.

22.04 Employees covered by this Agreement will have visual access to their own personnel file once every six (6) months or more often if necessitated by the filing of a grievance, upon written request by the employee involved to the manager. Such access shall be permitted on the employee's time in a place convenient to the Company. The employee shall be allowed reasonable time to view their own personnel file and make notes. In order to facilitate an employee's investigation of disciplinary action taken against the employee, and following the submission of a written request the Company agrees to provide photocopies of any portion of an employee's personnel file to the employee if the employee should request same. The Company shall keep only one (1) personnel file per employee.

## **ARTICLE 23            GRIEVANCE PROCEDURE**

23.01 Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

23.02 In order to avoid any unnecessary grievances, the Company agrees in the event of layoffs, discharges or disciplinary actions against any employee, to provide the employee concerned with the reasons in writing for such actions. A copy shall be handed to the Shop Steward and one **forwarded** to the Union office **within two (2) working days**.

23.03 Any documents signed by an employee, which deal with the employee's work performance, disciplinary action, or discharge, shall be considered null and void if a Shop Steward or Union Representative is not in attendance at the time of signing; unless the employee declines Union representation in writing. The foregoing does not restrict the Company from suspending an employee without Union representation if a matter is of immediate urgency, such as a safety threat or a matter involving violence, and Union representation is not readily available.

By signing such a document an employee is acknowledging receipt of same only and does not prejudice their position with respect to Article 23.

23.04 Any employee who is given notice of dismissal shall have the right to be interviewed by a Union Steward for a reasonable period of time before leaving the premises of the Company.

23.05 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. Any grievance which is referred beyond Step 1 of the Grievance Procedure must be in writing.

23.06 The procedure for adjustment of disputes and grievances shall be as follows:

**Step 1** By discussion between the employee and the **Shop Steward and/or** Union Representative, with the Branch Manager or their designate within the time limit as indicated in Article 23.05 above. **The Branch Manager or their designate shall reply to the grievance in writing to the Union** within seven (7) working days. **If a satisfactory settlement has not been reached, the grievance may proceed to step 2.**

**Step 2** **The Union Representative(s) may take the matter up with** the General Manager. If a satisfactory settlement cannot be reached at this level, the matter may be referred to arbitration within seven (7) working days of the decision of the **General** Manager or their designate.

The Company agrees to notify the Union of the name and address of the **General** Manager and of any changes in same.

23.07 A claim by an employee that they have been discharged without just and sufficient cause shall be lodged at Step Two of the above procedure.

## **ARTICLE 24      ARBITRATION**

**24.01** If the Union and the Company cannot reach an adjustment of any grievance, upon request of either party, the grievance shall be submitted to an arbitrator. Such a request, by the Union, shall be made to the Company's **Senior HR** Manager, **West**, and by the Company shall be made to the Union Representative. If agreement cannot be reached within ten (10) working days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Manitoba Labour Board, who shall appoint said arbitrator.

The arbitrator will not be deemed willing to act unless they are in the position to convene the hearing within twenty-eight (28) days from the date of their appointment.

The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing.

**24.02** The person selected as arbitrator shall in no way be involved directly in **the** controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

**24.03** The arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as he deems essential to a full understanding and determination of the issues involved.

In reaching his decision, the arbitrator shall be governed by the provisions of this Agreement and shall render his decision within thirty (30) calendar days of the date of the hearing.

**24.04** The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to the provisions of this Agreement, or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

It is further agreed between the Company and the Union that, in the event that the discharge of an employee becomes the subject matter of a grievance which is referred to an arbitrator, it is understood that the arbitrator shall have the authority to reinstate the employee with or without compensation for wages lost, or with or without loss of seniority or to make any other finding which the arbitrator considers just in the event that they decide that there has been a violation of this Agreement by the Company.

**24.05** The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

**24.06** It is the intention of the parties that this **Article** shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this **Article**.

**24.07** The expenses and fee of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

**24.08** **Mediation**

The Company and the Union agree that at any time prior to the hearing date for an Arbitration they may voluntarily agree to use a mutually acceptable Mediator in their attempts to resolve the grievance. It is expressly understood and agreed between the parties that any such mediator has no authority or powers under the terms of the Collective Agreement to impose or require the parties to accept their suggested settlement to the matter in dispute. All expenses and fees that may be incurred by such Mediator shall be borne equally by the Company and the Union. Unless otherwise mutually agreed to between the

**Company and the Union, this procedure may only be used in situations where grievance mediation services are not available through provincial legislation.**

## **ARTICLE 25 COURT OR LABOUR BOARD DECISION**

**25.01** In the event that any section or portion of this Collective Agreement is held improper or invalid by any Court of Law or the Manitoba Labour Relations Board, it is agreed that the remaining sections or articles of this Agreement shall not be made invalid by such decision and at the request of either party, the section or portion of this Agreement which has been found to be improper or invalid shall be negotiated by the parties. If no agreement can be reached, the matter shall be presented to an arbitrator under the Arbitrations section of this Agreement for final decision.

## **ARTICLE 26 BULLETIN BOARD**

**26.01** The Company agrees to provide a bulletin board in a conspicuous place for the convenience of the Union in posting notices of Union activities. Notices must be **initialed by the manager or their designate** prior to posting. The Union may also post the Collective Agreement on the bulletin board.

## **ARTICLE 27 LABOUR/MANAGEMENT RELATIONS COMMITTEE**

**27.01** A Labour/Management Relations Committee will be appointed consisting of up to three (3) representatives appointed by the Union and up to three (3) representatives appointed by the Company, who shall meet on a quarterly basis, or sooner if needed, in order to address matters of mutual concern to the parties. Names of all Labour/Management Relations Committee members shall be provided in writing to the Company by the Union and updated as needed.

**27.02** In the event the Labour/Management Relations Committee finds employees to be abusing the sick leave provisions of this Agreement, they may recommend to the company certain actions or solutions to solve the problem.

## **ARTICLE 28 SAFETY AND HEALTH**

**28.01** The Company, the Union and the employees agree to co-operate so as to maintain safe working conditions, and the Company agrees to remove any conditions which are detrimental to the health of employees.

**28.02** The Employer agrees to grant two (2) days educational leave with pay per calendar year for the purposes of allowing members of the Safety and Health Committee to attend Health and Safety seminars, courses and conferences. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union. The Employer may limit the number of employees taking time off if that time

off interferes with the Company's ability to efficiently manage its operation. Additional time off, without pay, may be granted to members of the bargaining unit if so requested by the Union.

**28.03** Safety and Health Committee meetings will be held at least once per month, or less often as may be agreed by the committee, providing the committee meets at least once per quarter. Documentation, which may include handouts and/or minutes of such meetings, will be provided to the Shop Steward and e-mailed to the Union. Names of all Safety and Health Committee members shall be provided in writing to the Company by the Union and updated as needed.

**28.04** The Company agrees to have a person with a valid First Aid certificate on duty at all times. The cost of the training will be borne by the Company.

**28.05** **Right to Refuse**

In situations where an employee has reasonable grounds to believe and does believe that the particular work is dangerous to their safety or health the employee shall first report their concerns to their immediate supervisor. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that the particular work is dangerous to their safety or health the employee shall be entitled to refuse to perform that particular work until such time that a person from the appropriate government agency has come to the Employer's operation to inspect the particular work firsthand. During this time period the employee may be assigned to alternative duties that may be available within the unit. Payment for the above noted time period will not be made if the employee refuses to perform alternate duties or if no alternate work is available.

**28.06** **Working Conditions - Flight Kitchen**

In the event that the temperature in the Flight Kitchen causes undue discomfort to employees the Company agrees to meet with the Union with a view to rectifying the situation. The Company and the Union will both co-operate in successfully resolving this problem if and when it occurs.

**ARTICLE 29 RESPECT IN THE WORKPLACE**

**29.01** The policy and procedures regarding Respect in the Workplace are attached in Appendix "E" of this Collective Agreement.

**ARTICLE 30 INJURY OR ILLNESS WHILE AT WORK**

**30.01** In the event that an employee who has reported for work becomes ill or injured during normal working hours and as a result thereof leaves work, the employee shall not suffer any loss of wages for the balance of their shift by being provided the opportunity to use accumulated sick pay for the hours not worked. The Company may

request that the employee provide a note from a medical practitioner as soon as reasonably possible.

**30.02** If an employee is unable to report for work due to injury or illness, **they are** required to notify his/her direct supervisor or his/her designate a minimum of three (3) hours before his/her scheduled shift or as soon as possible in the event of a proven medical emergency. Before returning to work, the employee shall notify **their** direct supervisor or designate if **they** will either require additional sick time or will return to work for **their** next scheduled shift. Such notification shall be of a minimum of twelve (12) hours, or less in the event of extenuating circumstances. Failure to provide such notification will result in the Company having the right to schedule another employee for that shift.

## **ARTICLE 31 TRANSPORTATION/PARKING/DRIVER'S LICENCE**

**31.01** When the work period of an employee ends between 12 o'clock midnight and 6 o'clock in the morning, the Company shall provide them with adequate transportation to their residence at its expense. When the work period of an employee begins between 12 o'clock midnight and 6 o'clock in the morning, the Company shall provide them with adequate transportation from their residence to the place of employment at its expense.

**31.02** The Company agrees to pay for taxi fares for employees required to come on duty when no bus services are available. In order to receive payment the employee involved must first receive authorization from the Company.

**31.03** Drivers will be responsible for maintaining a valid driver's license. In the event a driver's driving license is invalid and/or suspended, the driver will be responsible to notify the Company of same immediately. Failure to notify the Company of loss of license will result in discipline, up to and including termination, to the employee.

In the event a driver's driving license is not valid and/or suspended, the Company will attempt to find the affected driver alternate work, providing no other employee is displaced. If no alternate work is available, the affected driver will be subject to layoff with right to recall upon producing a valid driver's license.

**31.04** Employees required to provide their driver's abstract outside of their regular scheduled shift will be paid one (1) hour per year at their regular hourly rate of pay in order to take the time necessary to obtain the same.

In order for the Company to obtain any employee's driver's abstract, the Company must obtain the affected employee's authorization for each and every time the Company wishes to access the employee's driver's abstract. In addition, employees will receive copies of all information obtained by the Company and the affected employee will not deny access and/or authorization to obtain the driver's abstract.

## **ARTICLE 32            APPENDICES AND LETTER OF UNDERSTANDING**

**32.01**            It is understood and agreed by the Company and the Union that all Appendices and Letters of Understanding, as attached to this Agreement, form an integral part of this Collective Agreement.

## **ARTICLE 33            SICK DAYS WITH PAY**

**33.01**            Full-time employees shall accumulate credit at the rate of four (4) hours for each full month of employment up to a maximum of twelve (12) days' credit (or 96 hours). Part-time employees shall accumulate credit at the rate of two (2) hours for each full month of employment up to a maximum of six (6) days' credit (or 48 hours).

Credit shall begin accumulating on the first of the month following the month of completion of the probationary period. Casual and seasonal employees are excluded from sick pay entitlement.

**33.02**            The Company shall apply any unused sick leave credits at the end of the Weekly Indemnity Benefit payments in the event that an employee is unable to return to work at the expiry of weekly indemnity payments.

**33.03**            The Company **may** require the employee to provide a doctor's certificate verifying any absence due to disability. Sick leave shall be effective on the first day of sickness or accident. The Company will not unreasonably request a doctor's certificate for the purpose of this section for short illnesses for employees who seldom claim sick pay. However, employees if found abusing the privilege, **may** be disciplined by the Company.

**33.04**            Sick pay shall not be received in addition to holiday pay or when an employee is on vacation or bereavement leave or on leave of absence.

**33.05**            Sick pay shall include any shift premiums, relieving rates, or any other premiums the employee would receive had they been working.

## **ARTICLE 34            LOCKER SEARCHES**

**34.01**            To the extent that lockers are currently provided to employees, it is understood between the parties that such lockers may only be entered in one (1) of the three (3) following circumstances:

- (1)    (a)    in the presence of the employee; or
- (b)    if requested by the employee, in the presence of a Shop Steward.
- (2)    In the presence of a Police Officer.

- (3) In the event of laundry inventory or an unusual circumstance emanating from a locker, the Company shall have the right to examine the locker but only in the presence of the employee involved or a Shop Steward, or another employee, if the employee involved or the Shop Steward are not available.

## **ARTICLE 35 CAR WINTER PLUGS**

35.01 The Company agrees that it will undertake to see that winter plugs are provided for employees utilizing their cars to come to work, within its means, and the Company shall endeavour to provide that said plugs are in working order at all times.

35.02 The Company agrees on extremely cold days, to have power to the automobile plug-in at all times. The Company will not be responsible should a circuit breaker trip any of the plug-ins.

## **ARTICLE 36 TRANSFER OF BUSINESS**

36.01 In the event that the ownership of the Company passes to another employer or a part or section of the business property under the control of the Company is sold or leased or otherwise disposed of to another employer, the Company agrees that it shall provide the Union with a notice of the transfer, lease or sale or other form of disposition, at least thirty (30) days prior to its completion. The notice to the Union from the Company shall be longer than thirty (30) days' duration if the giving of such longer notice is possible.

## **ARTICLE 37 EDUCATION AND TRAINING TRUST FUND**

37.01 The Company agrees to contribute five (5¢) cents per hour for all paid hours for all employees in the bargaining unit into the Manitoba Food & Commercial Workers, Local 832, Education and Training Trust Fund.

37.02 Such contributions will be forwarded to the Union's trust fund within twenty-one (21) days following the end of the Employer's four (4) or five (5) week accounting period.

## **ARTICLE 38 NO STRIKES OR LOCKOUTS**

38.01 The Union agrees that there will be no strikes and the Company agrees that it will not lock out the employees during the term of this Agreement.



## **ARTICLE 39            EXPIRATION AND RENEWAL**

39.01            This Agreement shall be effective from July 1<sup>st</sup>, **2022** and shall remain in full force and effect until June 30<sup>th</sup>, **2025**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or one (1) year renewal date, give notice in writing to the other party of a desire to terminate this Agreement or to negotiate a revision thereof. All major revisions desired by either party to this Agreement may be submitted in writing to the other party prior to the commencement of negotiations.

39.02            When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may be mutually satisfactorily concluded within the notification period.

39.03            When the required notice for termination or revision is given by either party, where the parties are negotiating with each other and prior to such time as the appropriate party declares a legal strike or lock-out, this Agreement shall remain in full force and effect for all purposes whatsoever excepting any limitation upon the right of the parties to declare a legal strike or lock-out, at which time this Agreement shall cease to be effective.

                    In the event that a legal strike is declared, the Union agrees to provide the Company with seven (7) days' notice in writing of the date of the strike action.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023.**

### **FOR THE UNION:**

\_\_\_\_\_  
Christina Mendoza

\_\_\_\_\_  
Rosalinda Toledo

\_\_\_\_\_  
Roberta Hoogervorst

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Jeff Traeger

### **FOR THE COMPANY:**

\_\_\_\_\_  
Wale Adeyinka

\_\_\_\_\_  
Murray Thomas

\_\_\_\_\_  
Robin Brown

## APPENDIX “A” WAGES

### A-1 Wage Scales

Classification	July 4/22	July 2/23	Oct 1/23	July 1/24
	3%	3%		3%

2nd Cook				
Start	\$16.97	\$17.48	\$17.48	\$18.01
12 Months	\$18.21	\$18.76	\$18.76	\$19.32
24 Months	\$19.62	\$20.21	\$20.21	\$20.82

Kitchen Attendant				
Start	\$14.42	\$15.15	<b>\$15.30</b>	\$15.60
12 Months	\$15.45	\$15.91	\$15.91	\$16.39
24 Months	\$18.03	\$18.57	\$18.57	\$19.12

Final Assembler/Shipper Receiver				
Start	\$15.03	\$15.48	\$15.48	\$15.94
12 Months	\$16.06	\$16.54	\$16.54	\$17.04
24 Months	\$17.09	\$17.60	\$17.60	\$18.13

Dishwasher - A Scale (Hired before October 28, 2011)				
	\$16.64	\$17.14	\$17.14	\$17.66

Dishwasher - B Scale				
Start	\$14.32	\$15.05	<b>\$15.30</b>	\$15.50
12 Months	\$14.53	\$15.17	<b>\$15.30</b>	\$15.71
24 Months	\$15.10	\$15.55	\$15.55	\$16.02

Maintenance Person				
Start	\$18.32	\$18.87	\$18.87	\$19.44
12 Months	\$19.55	\$20.14	\$20.14	\$20.74
24 Months	\$21.56	\$22.20	\$22.20	\$22.87

Commissary Attendant				
Start	\$14.32	\$15.05	<b>\$15.30</b>	\$15.50
12 Months	\$15.24	\$15.70	\$15.70	\$16.17
24 Months	\$17.94	\$18.48	\$18.48	\$19.04

Commissary Driver/Final Assembler				
Start	\$17.70	\$18.23	\$18.23	\$18.77
12 Months	\$18.93	\$19.50	\$19.50	\$20.08
24 Months	\$20.51	\$21.12	\$21.12	\$21.76

Load Control				
Start	\$16.12	\$16.60	\$16.60	\$17.10
12 Months	\$17.36	\$17.88	\$17.88	\$18.41
24 Months	\$20.09	\$20.69	\$20.69	\$21.31

**A-2            Lead Hand**

The Company shall have the sole discretion to determine the number of lead hand positions for each classification, if any, and shall be the sole judge of, skill and ability to perform the work required of the available candidates. Payment shall be the stipulated amount per hour above the basic rate as follows:

Lead Hand Premium	\$1.06
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**A-3            Overscaled Employees**

Any employee at a wage rate above the new published wage scale applicable to his/her year of service shall receive a lump sum equal to the percentage increase applicable to that increase date. The lump sum shall be based on the employee's previous year's T-4 earnings and shall be paid within thirty (30) days of the applicable percentage increase date.

## **APPENDIX “B”**

### **HEALTH AND WELFARE PROGRAM**

#### **B-1        Sickness and Accident Benefit Program**

The Company shall provide and pay for the sickness and accident weekly indemnity program for all employees in the bargaining unit who have completed their probationary period. For the purposes of this provision, the probationary period shall be 90 calendar days from the employees last hire date. This Sickness and Accident Benefit Program shall provide for benefits on the first (1st) day of accident, the fourth (4th) working day of illness for a maximum of forty-one (41) weeks. These benefits will be integrated with the Unemployment Insurance Sickness Benefit Program and shall be based and paid on the basis of sixty-six and two-thirds (66 2/3%) percent of the weekly wages of the employee. The average weekly wages for part-time employees shall be arrived at by averaging their earnings in the four (4) weeks preceding the beginning of their illness or accident. The Company shall pay one hundred (100%) percent of the premiums in the above program.

#### **B-2        Life Insurance**

The Employer agrees to provide, at no cost to employees, a life insurance plan equivalent to one (1) time the employee's salary with a minimum of Fifteen Thousand (\$15,000) Dollars and maximum of Fifty Thousand (\$50,000) Dollars. Employees shall become eligible for this benefit following 90 calendar days from the employees last hire date.

#### **B-3        Vision Benefits**

- i.        Applicable to employee and eligible dependent family members
- ii.       Eye exams covered up to thirty-five dollars (\$35.00) per exam every two (2) calendar years
- iii.       Eye glasses and contact lenses covered up to two hundred dollars (\$200) every two (2) calendar years

**B-4**        Appendix “B” shall not apply to casual and seasonal employees.

## **APPENDIX “C”**

### **PENSION and REGISTERED RETIREMENT SAVINGS PLAN**

**C-1** The Company agrees to contribute to the Canadian Commercial Workers Industry Pension Plan, the sum of seventeen (17¢) cents per designated hour for each employee.

**C-2** “Designated hour” means all regular hours paid including jury duty pay, bereavement pay, vacations and general holidays, to the maximum of the basic work week as indicated in Article 10. It is agreed that the Employer’s contribution shall be calculated using each pay period (a two week cycle) for ease of administration.

**C-3** Contributions, along with a list of employees for whom they have been made, the amount of contributions by pay period for each employee and the number of hours worked, shall be forwarded by the Company to the Trustees within two (2) weeks following each accounting period.

#### **C-4 Registered Retirement Savings Plan**

Company agrees to contribute payment to a Registered Retirement Savings Plan chosen by the Union the sum of seventy (70¢) cents per designated hour for each employee. Effective October 1, 2018, the contribution shall increase to seventy-five cents (\$0.75).

The employees will have the option to match the Company’s contribution on a voluntary basis through a payroll deduction administered by the Company. The Union acknowledges that the Company shall have no responsibility or liability for the selection of the RRSP, its administration, or the type of RRSP, Fund, or Investments which may be selected by the union.

## **APPENDIX “D”**

### **DENTAL PLAN**

**D-1** The Company agrees to contribute to the Manitoba Food & Commercial Workers Dental Plan the sum of **thirty-eight cents (38¢)** per hour **Effective January 1, 2023** for regular hours paid, sick pay (not including weekly indemnity), vacations and General Holidays to a maximum of the basic work week as indicated in Article 11 for all employees who have completed their probationary period. Contributions, along with a list of employees for whom they have been made, the amount of weekly contribution for each employee and the number of hours worked shall be forwarded by the Company to the Administrator as designated from time to time by the Dental Plan's Board of Trustees. The contribution provided for above shall be for the sole purpose of providing dental benefits.

## APPENDIX “E”

### RESPECT IN THE WORKPLACE

#### ***Definitions***

***Harassment*** is a form of discrimination. Harassment is any conduct - verbal, physical, or by innuendo - that is likely to cause offence or humiliation to any person. It is one or a series of hostile, offensive or obnoxious comments or conducts which is known to be unwelcome or which a reasonable person would know to be unwelcome without it being explicitly stated.

Harassment can include behaviour such as demands, threats, gestures, innuendo, unwelcome remarks, jokes, slurs, displays of offensive material, physical or sexual assault or taunting about a person's body, clothing, habits, customs, or mannerisms. Harassment can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.

***Sexual harassment*** is one of the most common forms of harassment. Sexual harassment is deliberate and unsolicited, and can include offensive sexual comments, gestures, or physical contact that are unwanted or offensive, either on a first time basis or as a continuous series of incidents.

It may also involve favours, promises of favours, advantages in return for giving in to sexual advances, or the threat of revenge for refusing them.

What is not sexual harassment? Flirtation or a workplace romance between two consenting adults is not sexual harassment. Sexual harassment is by definition coercive and one-sided, and both males and females can be victims of it.

***Personal harassment*** involves hostile, obnoxious, or intimidating behaviour, or behaviour which ought reasonably to have been known to be hostile, obnoxious, or intimidating. It is targeted at a person or group of people because of a personal dislike or personality conflict, and not solely because of race, religion, colour, sexual orientation, or any other of the prohibited grounds previously listed.

***A poisoned work environment*** is that in which any hostile, intimidating or offensive activity or behaviour (for example, graffiti, sexual insults, racial slurs, sexual and racial jokes, or the display of offensive material) takes place. The activity or behaviour may or may not be directed at a specific individual, and is usually based on one of the grounds mentioned earlier; however, the hostile behaviour need not refer specifically to a person's race/colour, place of origin, etc. For example, if someone of a different race is consistently made the subject of practical jokes or ridicule, it may be inferred that the treatment is racially motivated, even though references to race may not have been made. This is called differential treatment.

## ***Bullying***

Bullying is engaging in persistently negative attacks on personal and professional performance that is typically unpredictable, irrational and often unseen. Bullying is an abuse of power or position and occurs when a person uses their strength or power to coerce others by fear, or to persecute or oppress by force or threat, and can cause such chronic stress and anxiety that the teammate gradually loses belief in themselves, suffering ill health and mental distress as a result. Bullying normally occurs between managers and subordinates over whom they have hiring and firing power.

## ***Responsibilities***

***Teammates*** seeking information or clarification on this policy, or wishing an informal discussion regarding a possible complaint, are encouraged to approach their manager or any member of the Human Resources team. All enquiries will be held in strict confidence.

***Franchisees/Managers/Area Associates and Supervisors*** will ensure that the workplace within their jurisdiction is free from any form of harassment, investigate any situation that might involve harassment, immediately inform the Human Resources Department at Gate Gourmet's Head Office of any harassment complaints received, co-operate with any investigation conducted by Gate Gourmet, and ensure that all complaints are investigated promptly and confidentially.

***Human Resources*** will ensure that (i) the intent and guidelines of this policy are communicated to all existing and new teammates (workplace orientation/teammate handbook), (ii) support is provided to any teammate (including those of Franchisees) by providing information and referral as required, (iii) assistance is given to divisions/departments in investigating complaints, (iv) the appropriate administrative response and corrective action (if necessary) is determined, and (v) the complainant is advised of the final decision about a complaint.

## ***Confidentiality***

Management (including Human Resources) must keep all information concerning any allegations or investigations of harassment confidential at all times. Information will only be given on an "as-needed" basis for an investigation or for disciplinary measures.

Documentation on the matter will be kept in a separate file in the Human Resources Department and will not be placed in the complainant's teammate file.

## ***Corrective Action***

Gate Gourmet does not tolerate harassment of any kind! Harassment by a teammate is a serious offence. If an alleged complaint is found to be true, the harasser will be subject to immediate corrective action, which may include termination of employment. The severity of the offence will determine the type of corrective action taken.



Intentionally accusing someone of harassment, known to be false, is as serious a matter as being found guilty of harassment, and is also subject to corrective action.

Franchisees, management and supervisory teammates are responsible for preventing any form of harassment in the workplace. Franchisees, management and supervisory teammates who fail to take appropriate corrective action when made aware of harassment will themselves be subject to corrective action, up to and including termination.

## PROCEDURES

**Teammates** who believe they are being subjected to any form of harassment should:

1. **SAY “NO!”** - the teammate should not ignore the harassment and should immediately make known his or her disapproval and/or uneasiness to the offender in an unmistakable manner.
2. **SEEK GUIDANCE** - the teammate is encouraged to approach his or her supervisor and/or a member of the Human Resources team for guidance.
3. **FILE A FORMAL COMPLAINT** - the teammate may file a written complaint at any time with Gate Gourmet’s Human Resources Department or any of the other contacts listed at the end of this policy.

If you believe that you are being harassed, the first step is to immediately make your disapproval known to the alleged harasser and that his or her actions/behaviour are unwelcome. To avoid any misunderstanding, state clearly that you perceive his or her actions/behaviour as harassment as defined under the terms of Gate Gourmet’s policy. If you are uncomfortable with confronting the alleged harasser, immediately advise your supervisor, or any member of the Human Resources team.

If there is further incident or you feel the initial offence was serious, immediately contact the supervisor of the harasser, your supervisor, or the Human Resources Department at Gate Gourmet’s Head Office. If the situation permits, tell the harasser that you are informing management, however, do not make the situation more confrontational.

If there is further incident, or you feel that the initial offence was serious enough, make a formal complaint by contacting the supervisor of the harasser, your supervisor, or the Human Resources Department at Gate Gourmet Canada’s Head Office. Be sure to make a written record of all incidents. In your statement, include the nature of the behaviour, dates/times, where, witnesses (if any), and the action taken by you to tell the alleged harasser of your disapproval. Teammates can make a formal complaint at any time.

The accused person and **their** rights must also be protected. **They** will be provided with the chance to comment on the allegations, and to provide the names of any witnesses who may contribute to the investigation.

All formal complaints of alleged harassment made to the Human Resources Department at Gate Gourmet's Head Office or to any of the other contacts listed at the end of this policy will be investigated thoroughly and promptly, by either Human Resources personnel or senior management in the complainant's department, whatever is deemed more appropriate at the time. This will require interviewing the complainant, the alleged harasser, and any witnesses. A decision/recommendation will be made and both parties will be advised.

**NOTE:** *Witnesses to harassment are required to report the incident to their Human Resources Department or any person with sufficient authority to take, or ensure the taking of remedial action immediately, even if a complaint has not been filed by the victim of the harassment. Failing to report harassment is serious and may result in disciplinary action, up to and including termination.*

**Management (including HR)** will take the following steps when they receive a harassment complaint:

1. Assure the complainant that an objective investigation of the complaint will take place immediately;
2. Advise the person alleged to be responsible that a complaint has been lodged, and that an objective investigation of the complaint will take place immediately.
3. If the person receiving the complaint is not a Human Resources team member, the Human Resources Department should be advised immediately, and Human Resources in conjunction with the relevant Division/Department Leader will determine the appropriate person to investigate the complaint.
4. The complaint investigator should interview the complainant and the person(s) alleged to be responsible as soon as possible, interview any witnesses, and document the situation clearly, accurately and completely;
5. The complaint investigator will recommend a course of action to the Human Resources Department and the relevant Division/Department Leader, who will jointly render a decision as soon as possible and advise the parties of the action to be taken, if any. If a higher authority is required to make a decision, forward all relevant material as soon as possible to the appropriate authority and advise all parties of the action taken.
6. Ensure that all information concerning the case be kept confidential.
7. Advise the complainant and the alleged harasser of the Company's decision.

**NOTE:** *Nothing in this policy precludes an individual's right to file a complaint with the Union or with the Human Rights Commission should the teammate feel the situation warrants such action.*

**CONTACTS FOR FILING A COMPLAINT:**

- ➔ A member of your management team, OR
- ➔ Your Vice President Operations or C.O.O. and/or Human Resource Partner, OR
- ➔ Your Union Representative, OR
- ➔ Gate Gourmet's Respect in the Workplace team:

(It is understood that Gate Gourmet will be introducing their own corporate policy. Following such and assuming that the Company desires to amend this Appendix it will be the subject of negotiation between the parties at that time. If agreement cannot be reached the matter may be referred to arbitration for a single arbitrator to make a binding decision on the parties.)

Management (including Human Resources) must keep all information concerning any allegations or investigation of harassment **CONFIDENTIAL** at all times. Information will only be given on an "as-needed" basis for an investigation or for disciplinary measures.

Gate Gourmet Canada Inc. has adopted this policy in connection with all Gate Gourmet Canada Inc. businesses and Gate Gourmet Canada Inc. requires all its franchisees to adopt this policy.

The parties are prepared to maintain the current language in Appendix "E" for the duration of this amended Collective Agreement. It is understood that Gate Gourmet will be introducing their own corporate policy. Following such and assuming that the Company desires to amend this Appendix will be the subject of negotiation between the parties at that time. If agreement cannot be reached the matter may be referred to arbitration for a single arbitrator to make a binding decision on the parties.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**GATE GOURMET CANADA INC.**,  
a body corporate carrying on  
business in the City of Winnipeg  
area in the Province of Manitoba,  
hereinafter referred to as the  
“Company”

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832**,  
chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as  
the “Union”.

**WHEREAS the above parties to the Collective Bargaining Agreement covering certain employees of Gate Gourmet Canada Inc. in the Flight Kitchen at the Winnipeg International Airport have agreed to the following:**

In the event the Employer’s operations are substantially and adversely affected during the life of this Agreement, as a result of changes in the airline industry which in turn make the current scheduling/seniority clauses of this Agreement to be unworkable, the parties agree to meet to discuss the problem with a view towards making changes to the Collective Agreement which will ensure the continued viability of Gate Gourmet Canada Inc. in Winnipeg. In the event the parties cannot reach an agreement with regards to such changes, either party may refer the matter to arbitration as outlined elsewhere in this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023.**

**FOR THE UNION:**

\_\_\_\_\_  
Christina Mendoza

\_\_\_\_\_  
Rosalinda Toledo

\_\_\_\_\_  
Roberta Hoogervorst

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Jeff Traeger

**FOR THE COMPANY:**

\_\_\_\_\_  
Wale Adeyinka

\_\_\_\_\_  
Murray Thomas

\_\_\_\_\_  
Robin Brown

## LETTER OF UNDERSTANDING #2

BETWEEN:

**GATE GOURMET CANADA INC.,**  
a body corporate carrying on  
business in the City of Winnipeg  
area in the Province of Manitoba,  
hereinafter referred to as the  
“Company”

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**  
chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as  
the “Union”.

**WHEREAS the above parties to the Collective Bargaining Agreement covering Commissary Driver employees of Gate Gourmet Limited in the Flight Kitchen at the Winnipeg International Airport agreed to the following:**

During the 2017 round of negotiations, the parties discussed the issue of assessing an employee’s skill and ability in conjunction with an appropriate familiarization period as it related to matters of layoff, recall from layoff, reduction to part-time, choice of daily assigned hours of work and temporary assignments.

For these purposes, the following chart shall apply as it relates to Article **7.04**, Article **7.13**, Article **11.02** and Article **11.03**. Employees classified in the left column can only utilize this process for the reasons identified in the first paragraph. In all cases, an employee can only move from their current classification in the left column into the most junior employee listed in the order of the classification(s) identified in the right column, assuming the employee in the left column has more seniority. *For example, the Final Assembly (formerly Dispatch) classified employee(s) may only displace or maximize hours from the most junior Commissary Attendant first. If no hours of work are available, or not enough hours or work is available or the employee in the left column has less seniority than the most junior employee in the Commissary Attendant classification, the employee can then displace or maximize hours from the most junior employee in the next classification of Kitchen Attendant before moving to the most junior employee in the next classification of Dishwasher. There should be no other options following the Dishwasher classification.*

At the signing of this Collective Agreement, it was agreed that the employees listed at the bottom of the chart has additional skill and ability, having previously worked in other classifications which would avail himself to additional classifications from a bumping or maximization of hours perspective.

<b>Classification</b>	<b>Bumping/Maximizing Hours</b>
2nd Cook (1)	Kitchen Attendant, Dishwasher
Kitchen Attendant	Dishwasher
Shipper/Receiver	Dishwasher
Final Assembly (formerly Dispatch)	Commissary Attendant, Kitchen Attendant, Dishwasher
Dishwasher	Kitchen Attendant
Maintenance	Dishwasher
Commissary Attendant	Final Assembly, Kitchen Attendant, Dishwasher
Commissary Driver Final Assembly (formerly Commissary Driver Dispatcher)	Final Assembly, Commissary Attendant, Shipper/Receiver, Maintenance, Dishwasher
Load Control	Final Assembly, Commissary Attendant, Kitchen Attendant, Dishwasher

- (1) Dennis Rasing, a current Second Cook has previously worked in the classifications of: Shipper Receiver, Final Assembly, and Commissary Attendant. Should Dennis utilize this process, he would move first into Final Assembly, followed by Commissary Attendant and Shipper Receiver before Kitchen Attendant and Dishwasher.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023.**

**FOR THE UNION:**

\_\_\_\_\_  
Christina Mendoza

\_\_\_\_\_  
Rosalinda Toledo

\_\_\_\_\_  
Roberta Hoogervorst

\_\_\_\_\_  
Joe Carreiro

\_\_\_\_\_  
Jeff Traeger

**FOR THE COMPANY:**

\_\_\_\_\_  
Wale Adeyinka

\_\_\_\_\_  
Murray Thomas

\_\_\_\_\_  
Robin Brown

### LETTER OF UNDERSTANDING #3

BETWEEN:

**GATE GOURMET CANADA INC.,**  
a body corporate carrying on  
business in the City of Winnipeg  
area in the Province of Manitoba,  
hereinafter referred to as the  
“Company”

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**  
chartered by the United Food &  
Commercial Workers International  
Union, hereinafter referred to as  
the “Union”.

**WHEREAS the above parties to the Collective Bargaining Agreement covering employees of Gate Gourmet Limited in the Flight Kitchen at the Winnipeg International Airport agreed to the following:**

During the 2017 round of negotiations, the Union expressed a desire to resolve the ongoing issue of limited vacation selection opportunities during the blackout period. As such the parties have agreed to the following concept on a without precedent basis as well as on a trial basis only which can be reassessed on a yearly basis during the term of this agreement:

1. The Company, at its discretion, would determine the number of employees required to be cross-trained for the classifications of Drivers and 2<sup>nd</sup> Cook for the purpose of addressing the aforementioned issue.
2. Employees would be selected for cross-training based on the guidelines stated in Article 8.02.
3. The Company would have the ability and discretion to schedule these employees for cross training on an ongoing basis in order for them to maintain their required skills and abilities to perform the duties of the classification.

*For example: one (1) full shift per work week or two (2) full shifts per pay period or one (1) full shift per month, etc. – to be determined during Joint Labour Management meetings.*

4. When working in the classification they are cross-trained for, the employees would receive the pay rate of such classification.

5. When vacation would be granted, the Company would have the ability to assign overtime greater than the three (3) hours stated in Article 11.16 in the event of sick calls or other absences.

*For example: a regular shift could be extended by up to four (4) hours or the next shift would report four (4) hours early or overtime would be assigned to employees on a day off – to be determined during Joint Labour Management meetings.*

6. Vacation award:

- a. Vacation may not be granted until 1-2 weeks ahead of the time requested and would not be part of the annual vacation bidding process.
- b. Vacation would be granted on a rotation basis in seniority order to give all employees an equal opportunity.

*For example: once the most senior employee would be granted vacation then **they** would get the bottom of the rotation list.*

- c. Employees who were granted “High Season” vacation in 2016, will move to the bottom of the rotation list when this program would begin.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 22<sup>ND</sup> DAY OF FEBRUARY, 2023.**

**FOR THE UNION:**

\_\_\_\_\_  
Christina Mendoza

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Rosalinda Toledo

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Joe Carreiro

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Jeff Traeger

**FOR THE COMPANY:**

\_\_\_\_\_  
Wale Adeyinka

\_\_\_\_\_  
Murray Thomas

\_\_\_\_\_  
Robin Brown



**TO: THE NEW OR REHIRED EMPLOYEE:**

**“The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official Membership Application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff”**

**"The Company agrees to deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Company to the Accounting Department/Bookkeeper of the Union within twenty (20) calendar days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the statement, the name change of employees."**

**Below is a sample Membership Application that must be completed and returned to the Company so it can be forwarded to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg, MB R3G 0V5) within 10 calendar days of your hire or rehire date.**

Visit the Union's website at [www.iaa32.com](http://www.iaa32.com) for more details on UFCW Local 82's Privacy Policy or call (649) 746-3633 or 1-888-832-5832.