

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

AND

BUFFALO CATERING ***EMPLOYEES LP.***

Renewal: December 31st, **2023**

TABLE OF CONTENTS

Article	Description	Page
Preamble		1
1	Recognition	1
2	Management Rights	2
3	Employee Rights	3
4	Union Security	4
5	Check off	8
6	Grievance Procedure	8
7	No Strike or Lockout	11
8	Job Classifications, Pay, and Premiums	11
9	Hours of Work and Overtime	14
10	Overtime, Callouts, and Sunday Work	16
11	General Holidays	19
12	Vacations and Vacation Pay	19
13	Company Contributions	21
14	Probation	23
15	Promotions and Vacancies	23
16	Safety	25
17	Absence from Work	31
18	Bereavement Leave	32
19	Clothing and Tools	33
20	Apprenticeship	34
21	Union Management Committee	34
22	Discipline and Employee Records	35
23	No Discrimination	36
24	General	37
25	Medical Examinations	37
26	Transportation and Accommodation	39
27	Seniority	40
28	Work Expectations	42
29	Term of Agreement	42
	Schedule "A" - Job Classifications and Pay Scale	44
	Letters of Understanding #1 & #2	45
	Letter of Understanding #3	47
	Letter of Understanding #4	51
	Letter of Understanding #5	54

ALPHABETICAL TABLE OF CONTENTS

Description	Article	Page
Absence from Work	17	31
Accommodation	26.2	39
Apprenticeship	20	34
Arbitration	6.5	9
Bereavement Leave	18	32
Building Trades or Alberta Federation of Labour Assessment	13.4	23
Check off	5	8
Clothing and Tools	19	33
Company Contributions	13	21
Discipline and Employee Records	22	35
Education and Training Fund	13.3	23
<i>Employee Rights</i>	3	3
General	24	37
General Holidays	11	19
Grievance Procedure	6	8
Health and Safety Committee	16.3	26
<i>Health and Welfare</i>	13.1	21
Hours of Work and Overtime	9	14
Indigenous Relations – Letter of Understanding #2	LOU#2	45
Job Classifications and Pay Scale	Schedule A	44
Job Classifications, Pay, and Premiums	8	11
Management Rights	2	2
Medical Examinations	25	37
No Discrimination	23	36
No Strike or Lockout	7	11
Overtime	10.1	16
Overtime Distribution Guidelines	10.2	17
Overtime, Callouts, and Sunday Work	10	16

Printing of Collective Agreement Booklets – Letter of Understanding #1	LOU#1	45
Probation	14	23
Probationary Period	14.1	23
Promotions and Vacancies	15	23
Re-call Process – Letter of Understanding #4	LOU#4	51
Re-employment Opportunities – Letter of Understanding #3	LOU#3	47
Recognition	1	1
Regular Work Schedules	9.3	14
Retirement Plan	13.2	22
Safety	16	25
Seniority	27	40
Term of Agreement	29	42
Transportation	26.1	39
Union Bulletin Board	24.4	37
Union Decals	24.5	37
Union Management Committee	21	34
Union Security	4	4
Vacations and Vacation Pay	12	19
Vaccinations - Letter of Understanding #5	LOU#5	54
Walking Shop Steward	4.10	6
Work Expectations	28	42
Absence from Work	17	31
Accommodation	26.2	39

COLLECTIVE AGREEMENT

This Agreement made this _____ day of _____, **2021**

between

BUFFALO CATERING ***EMPLOYEES LP.***
(hereinafter referred to as the “Company”)

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION,
LOCAL NO. 401
(hereinafter referred to as the “Union”)

Preamble

The purpose of this Agreement shall be to record the agreement of the parties arrived at through negotiation as to terms and conditions of employment relating to rates of pay, hours of work, and other working conditions of employees; to provide a method of negotiating settlements of disputes and grievances; and to establish a harmonious relationship between the Company and employees.

Article 1 – Recognition

- 1.1 The Company recognizes the Union as the sole and exclusive collective bargaining agent for employees of the Company as set out in the certification order of the Alberta Labour Relations Board, namely, “All employees except those designated as Managers, Chef, Safety Coordinator, Maintenance Supervisor, Head Housekeeper, Office Staff, and Clerical Staff”.

- 1.2 The Company signatory to this Agreement will not subcontract any bargaining unit work within the jurisdiction of United Food and Commercial Workers Canada Union, Local No. 401, which is to be performed at the job site, except to a contractor who is signatory to this Collective Agreement.

Article 2 – Management Rights

- 2.1 The Company will be the sole judge of the appropriate location of its place or places of business, the number of employees to be employed, and the work to be performed at all such locations. Except where otherwise expressly limited by a specific provision of this Agreement, the Company shall have the sole and exclusive right to determine all matters pertaining to the management of the Company and its affairs. Without limiting the generality of the foregoing, such Company rights shall include the right to:
- (a) Maintain order, discipline, and efficiency;
 - (b) Select or alter its products and services, determine operating schedules of production, the locations of operations, and methods and sequences of operations;
 - (c) Determine the qualifications of any employee to perform any work, taking into full consideration such factors as ability and performance;
 - (d) Designate the work to be performed by the employee;
 - (e) Designate the time, or times an employee is to work;

(f) Hire, reassign, promote, and require employees to observe fair and reasonable Company rules and regulations not inconsistent with the terms of this Agreement; and

(g) Demote, discipline, or discharge for only just cause.

2.2 Matters not specifically covered by the express provisions of this Agreement will be dealt with at the sole discretion of the Company.

2.3 ***All new employees will be required to have a valid email address.***

Article 3 – Employee Rights

3.1 ***The Company is committed to complying with the terms and conditions of the Collective Agreement.***

The Company agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

(a) ***The right to a safe workplace.***

(b) ***The right to be free from discrimination, intimidation, retaliation, and harassment.***

(c) ***The right to be compensated for work performed.***

(d) ***The right to be informed of all workplace rights, obligations, policies, and rules.***

(e) ***The right to translation if necessary.***

(f) ***The right to safe and necessary equipment.***

(g) ***The right to necessary training for the work performed.***

(h) ***The right to participate in lawful Union activity.***

(i) ***The right to statutory benefits, rights, and other privileges.***

Article 4 – Union Security

- 4.1 Every employee shall at the commencement of their employment apply for and maintain membership in the Union as a condition of their employment.

The Employer agrees to provide electronically to each new employee at the time of employment with a Collective Agreement (pdf format) and a Union Introduction letter (pdf format), outlining the Union advantages they will receive with membership; and to provide the Union, in writing, with the name, phone number, email and address of each employee to whom the Collective Agreement and letter was provided along with the employee's date of hire. The Union shall produce the form letter, the contents of which to be such that it is acceptable to the Employer.

- 4.2 The Company shall provide one (1) hour of paid time for each employee or group of employees in the first month of employment at site for the Shop Stewards or Union ***Labour Relations Officer*** to provide a proper Union orientation.
- 4.3 A duly accredited Officer of the Union or ***Union Labour Relations Officer*** shall be admitted to the Company's premises to attend meetings related to employees and to observe working conditions. The Union ***Labour Relations Officer*** agrees to comply with the client's reasonable access rules, and the Company agrees to make every effort to facilitate Union access to its members.
- 4.4 Shop Stewards shall be recognized by the Company and shall be treated fairly and impartially. With permission of the Company, which shall not be unreasonably withheld, Shop Stewards shall be allowed time during working hours to perform

the work of the Union without loss of pay or benefits. The Union may appoint **by worksite:**

- **Wapasu Main/East Lodge - 6 Shop Stewards (2 per colour rotation)**
- **Wapasu West Lodge - 3 Shop Stewards (1 per colour rotation)**
- **Beaver River Executive Lodge – 2 Shop Stewards (1 Catering & 1 Housekeeping/Front Desk)**
- **Conklin Lodge – 2 Shop Stewards (1 Catering & 1 Housekeeping/Front Desk)**

as Shop Stewards. Issues requiring the attention of Senior Management shall be addressed by the Union Labour Relations Officer or their designate. The Union will notify the Company in writing of the names of the Shop Stewards appointed by the Union.

4.5 The Company and Union recognize that Shop Stewards have an important and critical role in the delivery of services to the client(s) and the administration of the Collective Agreement between the Union employees and the Company. Advocacy duties may be performed, including but not limited to conducting union orientations, attending disciplinary interviews, investigating complaints or disagreements concerning this agreement, distributing workers compensation authorization information, and assisting with the administration of union membership forms (applications) at the site level.

4.6 Employees shall, at their request, have the right of Union representation by a Shop Steward or Union *Labour Relations Officer* in any dispute with the Company, or discussion that may lead to discipline. A Shop Steward shall be present during

investigation meetings and at the time an employee is presented with written notice of discipline, suspension, or discharge (a copy of the written notice will be provided to the Union member and the Union ***Labour Relations Officer*** attending the discipline, suspension, or discharge meeting). A copy shall be sent to the Union office via email within twenty-four (24) hours.

4.7 Leave of absence without pay shall be granted to up to four (4) employees, per worksite, appointed by the Union to sit on the Union bargaining committee for the purpose of collective bargaining. The Company agrees to remunerate and treat employees who are on collective bargaining leave as though they were working without loss of seniority and benefits. The Union agrees to reimburse the Company for such remuneration.

4.8 The Union shall have the right to post notices and informational material on bulletin boards in the workplace supplied by the Company. All such notices must be signed and authorized by the Union Representative. The Company also agrees to assist in the distribution of Union mail to members.

4.9 ***The Company acknowledges that UFCW Local 401 chooses to provide WCB advocacy for its members.***

4.10 Walking Shop Steward

The Company and Union agree that there will be one (1) Walking Shop Steward assigned for the *Wapasu Lodge*. The Union shall select the employees to be assigned as the Walking Shop Stewards. *The Walking Shop Steward will perform duties as assigned by the Union and will be paid by the Company at the 1st Cook hourly rate of pay to a maximum of four (4) hours per day. The Walking Shop Steward will perform the duties of their regular classification for the balance of their scheduled shift.*

If both Wapasu locations (Wapasu Lodge - Main/East and West) are operating and occupied with clients, and at least one other Buffalo Catering facility (Beaver River Executive Lodge or Conklin Lodge) is operating and occupied with clients, then the Walking Shop Steward will perform their Union assigned duties full-time and be paid as described above for a maximum of nine (9) hours per day.

4.11 ***The Company agrees to provide the following information on a mutually agreed data medium by the middle of each month for the previous month sorted by Lodge:***

- I. Full Name (Last/First/Middle);***
- II. Employee number;***
- III. Department;***
- IV. Classification;***
- V. Social Insurance Number;***
- VI. Date of Birth;***
- VII. Date of Hire;***
- VIII. Union Seniority Date;***
- IX. Termination Date;***
- X. Home Address (including City and Postal Code);***
- XI. Phone Number(s) (cell and landline);***
- XII. Current Rate of Pay;***
- XIII. Hours worked in the period;***
- XIV. Union Dues Deducted for the Period;***
- XV. Initiation Fees Deducted for the Period;***
- XVI. Education and Training Fund Deduction;***

4.12 ***The Company will provide the Union, at no cost, with an office at the Wapasu Creek Lodge and the Beaver River Executive Lodge.***

Article 5 – Check off

- 5.1 The Company agrees that upon written request by the Union, accompanied by signed authorization cards, all Initiation Fees shall be deducted for and on behalf of all employees who are applying to be members of the Union, and such monies shall be made payable, for deposit only, to the Union's Bank Account and forwarded to the Union not later than the fifteenth (15th) day of the following month accompanied with a list of names of all employees for and on behalf of whom such deductions have been made in the format required by the Union. Monthly statements showing the names of all additions and deletions of members together with reasons for the same shall also be forwarded to the Union.
- 5.2 All employees shall, as a condition of employment, consent to the deduction of initiation fees, Union dues, fines, assessments, or other levies, and such monies shall be automatically deducted from the earnings of the employee and remitted by the Company as stated in this article.

Article 6 – Grievance Procedure

- 6.1 A grievance is a dispute raised by an employee or employees or the Company or the Union as to the meaning or application of a provision of the Agreement. A grievance must specify the issue(s) involved and also specify the action requested on behalf of the grievor. In case of discharge, the Company will notify the Local Union prior to dismissal, where possible; but no later than the following day shift.
- 6.2 Informal Step

As an informal step, the employee is encouraged to make an earnest effort to resolve the grievance directly with the Lodge

Manager or designate. The employee shall be accompanied by a Shop Steward at this step.

6.3 First Step

A grievance shall be presented to the Company's designate for Labour Relations or Human Resources, with the answer to be given in writing within seven (7) days of such presentation. Any grievance, including a grievance lodged by an employee claiming **they were** discharged without just cause, not presented within fourteen (14) calendar days of the occurrence of the act causing the alleged grievance will be barred.

6.4 Second Step

If a satisfactory settlement is not reached in the First Step, then it may be referred to the Second Step, provided it is so referred in writing to the Human Resources Director within seven (7) calendar days after receipt of the Company's answer in the First Step. At the Second Step, the grievor may be represented by a Union Representative. The Union and Company representatives will meet and discuss the grievance and the Company's answer will be given within fourteen (14) calendar days after delivery of the Company's First Step answer.

6.5 Arbitration

If no satisfactory settlement has been reached in the first two steps or the expedited grievance procedure, then the grievance may be submitted to arbitration by written notice given within thirty (30) calendar days to the Company.

If within thirty (30) calendar days after such written notice for arbitration, the parties have failed to agree upon an arbitrator, either party may request the Director of Mediation Services for the Province to appoint an arbitrator.

- 6.6** The decision of the arbitrator shall be binding on both the Company and the Union. The expense of the arbitrator shall be shared equally by the Company and the Union. The arbitrator shall have no authority to add to, modify, or alter any of the terms or provisions of this Agreement; the sole authority of the arbitrator is to render a decision as to the meaning and interpretation of this written contract with respect to the dispute.
- 6.7** In the event that either the Company or the Union wish to process a policy grievance, such grievance shall be submitted by the one party to the other, in writing, and shall be submitted within fourteen (14) calendar days of the act causing grievance. The party in receipt of the grievance must make known its decision regarding the grievance to the other party within fourteen (14) calendar days of receipt. In the event that the grievance is not resolved at this time, either party may submit the grievance to arbitration within thirty (30) calendar days of the rendering of the decision.
- 6.8** The Union and the Company agree to have an expedited grievance procedure to deal with grievances resulting from site suspensions required by the client or site suspensions by the Company and termination discipline. The Union and the Company agree to meet or fully discuss the matter within ten (10) calendar days of a grievance being filed in an attempt to resolve the issue. Should the grievance be submitted to arbitration, the arbitrator shall be instructed to schedule and treat the matter with urgency, requiring both sides to do the same. An oral decision will be required within fourteen (14) days of the completion of the arbitration hearing. A written decision with reasons shall be provided as soon as possible if either side requests it.

Article 7 – No Strike or Lockout

- 7.1 The Company agrees that it will not cause or direct any lockouts of its employees during the life of this Agreement. In like manner, the Union agrees that there shall be no strike or work stoppage during the life of this Agreement.

Article 8 – Job Classifications, Pay, and Premiums

- 8.1 Job classifications and pay shall be according to Schedule “A” attached to and forming part of this Agreement.
- 8.2 In the event that the Company creates a new classification that is not included in this Collective Agreement and falls within the scope of this Agreement, the rate of pay shall be negotiated by the Company with the Union. If a satisfactory conclusion to negotiations has not been concluded within fourteen (14) calendar days or such longer time as may be agreed upon, then the matter may be referred to arbitration. The final settlement of the rate of pay shall be retroactive to the placing of an employee in the new classification.
- 8.3 Pay day shall be once every two (2) weeks by direct deposit to the employee’s account. The Company shall be allowed up to one (1) week following the end of the pay period to prepare payrolls.
- 8.4 Employees required to work a split shift shall be paid a Split Shift Premium of sixty (\$0.60) cents per hour for all hours worked in addition to all other premiums or differentials paid.
- 8.5 Employees shall be paid, in addition to other wages or premiums payable to them, a Night Shift Premium on all hours worked on other than regularly scheduled Day Shifts. The Night Shift

Premium will be seventy-five (\$0.75) cents per hour paid on a straight time basis on all the regular hours and any overtime hours on such shifts. Night shift is any shift that includes at least four (4) hours between 8:00 p.m. and 6:00 a.m.

- 8.6 There shall be no pyramiding of premiums under this Agreement unless otherwise specified elsewhere in the Collective Agreement.
- 8.7 Union employees relieving non-union positions shall receive a premium of one dollar fifty (\$1.50) cents per hour for all hours worked.
- 8.8 A Housing/Retail Worker relieving a Housekeeping Coordinator shall receive a premium of one dollar twenty-five (\$1.25) cents per hour for all hours worked. A Journeyman Cook or Non Journeyman Cook relieving a 1st Cook shall receive a premium of one dollar twenty-five (\$1.25) cents per hour for all hours worked. A Kitchen Worker relieving a Dining Room Coordinator shall receive a premium of one dollar twenty-five (\$1.25) cents per hour for all hours worked.

Following four (4) consecutive days of relieving a Housekeeping Coordinator/1st Cook/Dining Room Coordinator, the employee shall receive the rate of pay for the position of which they are acting in a relief capacity. When the employee is no longer relieving the Housekeeping Coordinator/1st Cook/Dining Room Coordinator, they will return to their original classification and rate of pay.

- 8.9 The parties recognize the importance of ensuring the quality and consistency of training for new employees. To reflect this, there will be two (2) employees designated as “trainers” in each department (Housekeeping, Front Desk, Kitchen) of each lodge and at the laundry facility.

To ensure that the proper candidate is selected, seniority will not be the determining factor. A representative of the Union will participate in the selection process to ensure an open and transparent process. If issues arise as to the selection of trainers, there will be a discussion between the Union President and the Company Vice President of Human Resources.

The employee designated as the trainer will have their work expectations on days when they are conducting training reduced commensurate with the amount of training being performed on the day, and will receive a premium of two (\$2.00) dollars per hour for all hours spent conducting training.

The scope and length of training will be determined by the department head, with initial and ongoing input from the trainer.

- 8.10 Any kitchen worker who performs the duties of a cook for the majority of their shift, shall be paid the non-journeyman cook wage for that shift.
- 8.11 When to meet the Company's requirements, an employee is temporarily transferred to a lower classification job while work is still available for **them** at **their** regular job, **they** shall receive the wage rate for **their** regular job. When due to shortage of work, an employee is transferred to a lower class job as an alternative to layoff or discharge, **they** shall receive the wage rate for such lower classification effective the day following such transfer.
- 8.12 When an employee is temporarily transferred to a higher classification job, **they** shall receive the wage rate for such higher classification for the hours worked at such higher classification. A temporary transfer shall not normally exceed sixty (60) days after which the employee shall either revert to **their** previous classification or transfer permanently to the new classification, subject to the reinstatement of an employee who has greater seniority under Article **27.1**.

Article 9 – Hours of Work and Overtime

9.1 This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per week, or days of work per week or as a restriction on the scheduling of a longer or shorter work week whenever this is required for business reasons. However, the parties desire to provide continuous employment to employees and to the extent possible, the Company will make all possible efforts to provide forty (40) hours of employment a week to employees.

9.2 The Union recognizes the Company's need for the flexibility to establish work schedules, to amend work schedules, to assign and re-assign employees to work schedules, to set employees' hours of work, and to change these arrangements to meet operating needs as the sole responsibility of the Company without limitation except as expressed through the specific written conditions of this Agreement. New shift schedules shall require consultation with the Union prior to implementation.

9.3 Regular Work Schedules

For the purpose of writing schedules, Sunday will be considered the first day of the work week.

The regular schedule rotation for employees shall be defined as twenty (20) days on followed by ten (10) days off.

(a) The Company shall schedule employees in a manner that they are scheduled for a minimum of one hundred and eighty (180) hours per thirty (30) day rotation schedule.

- (b) The Company shall schedule employees in a manner that they are scheduled for a minimum of eight (8) hours per day.
- (c) Nothing in this article limits or restricts the right of the Company to lay off employees when it deems necessary.
- (d) Overtime shall be paid as per Article 10.1.

9.4 Shift schedules, meal times, starting times, and stopping times shall be established by the Company and posted for a two (2) week period in locations accessible by employees. Every employee shall be assigned a shift schedule with regularly scheduled days off.

9.5 Employees shall receive a work break of at least eight (8) hours between shifts including overtime. In the event that an employee does not receive eight (8) hours between shifts they shall be considered to still be working on their previous shift at the applicable rate, including overtime. Employees working overtime will not lose the pay for the time taken from their shift to make up the eight (8) hour break.

9.6 Employees scheduled to work an eight (8) hour or ten (10) hour shift shall receive a fifteen (15) minute paid coffee break in the first half of a shift, and a fifteen (15) minute paid coffee break in the second half of a shift, in addition to an unpaid half (1/2) hour lunch break. Employees scheduled to work over a ten (10) hour shift shall receive an additional fifteen (15) minute paid coffee break.

9.7 If changes are required to employee's shift schedules, starting times, or stopping times the Company shall provide a minimum of twenty-four (24) hours notice. In the event of unforeseeable circumstances, the Company will provide as much notice as

possible. For the purposes of this article, notice requires direct communication with employees by in person, telephone, text message, or email communication. It is not sufficient to simply change an employee's schedule.

Article 10 – Overtime, Callouts, and Sunday Work

10.1 Overtime

- (a) If an employee is required to work in excess of eight (8) hours, the employee shall be paid one and one half (1 1/2X) times the employee's regular rate for the additional hours worked.
- (b) All hours worked on Sunday shall be paid at one and one half (1 1/2X) times the employee's regular rate.
- (c) All hours worked on an employee's scheduled day off will be paid at one and one half (1 1/2 X) times the employee's regular rate provided the employee has worked all scheduled work days during the twenty (20) day schedule rotation.

10.2 A system for fair and reasonable distribution of overtime shall be established. Employee availability for overtime shall be established by job classification and worksite. Overtime hours worked will be recorded for employees with overtime refused considered as overtime worked. These records will be provided to the Union as requested. The parties agree to meet promptly to resolve any issues respecting fair and reasonable distribution of overtime.

Overtime Distribution Guidelines

Management will determine when overtime work is required and the number of employees required to perform the work required.

A. Planned Overtime (eg. Special Functions, Opening of New Wings)

Planned overtime shall not be regularly used to offset staffing shortage.

- (1) An overtime signup sheet will be posted for those employees who are required to perform the extra duties.
- (2) Selection for the overtime is agreed that the factors to be considered shall be performance, qualifications, and the ability to perform the work required. Should performance, qualifications, and ability to perform the work be sufficient, senior employees who have signed up for the overtime on the required sheet shall receive the overtime.
- (3) If no employees sign up for the extra overtime, then the most junior employees with the qualifications and abilities will be assigned the extra duties.

B. Unplanned Overtime (eg. Fire, Flood, Employee Illness, Not Returning from Turnaround)

Unplanned overtime shall not be regularly used to offset staffing shortage.

- (1) Overtime is offered to employees currently on shift in the required area.
- (2) Should employees currently on shift in the required area turn down the overtime, then employees with the required qualifications currently on shift in the same job classification will be offered the extra overtime.
- (3) Should no one accept the overtime, then employees who are on site and not working due to (e.g. days off, turnaround) and have expressed interest in working extra hours by signing the overtime sheet kept with each Department Manager will be offered the overtime.
- (4) If no employees are available for the extra overtime then the most junior employees with the qualifications and abilities will be assigned the extra duties.

10.3 An employee who has left work and is called out and reports to work outside **their** regular shift shall be provided with a minimum of four (4) hours work or four (4) hours pay at the overtime rate provided such work is not continuous with the employee's regular shift.

10.4 An employee who reports for work as scheduled without having been notified not to report and for whom no work is available, will be allowed four (4) hours pay at the rate of the job for which **they were** scheduled to report.

10.5 An employee who reports for and commences work, shall be paid at the applicable rate for a minimum of four (4) hours or hours worked, whichever is greater.

Article 11 – General Holidays

11.1 (a) General Holidays shall be as follows:

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

(b) When a General Holiday falls on a Saturday and/or Sunday, the following work day(s) will be observed: Monday and/or Tuesday.

11.2 The Company may require employees to work on any of the above General Holidays. Such employees working on any of the above General Holidays shall be paid at the rate of time and one half (1 1/2 X) times based on the employee's regular hourly rate.

11.3 General Holiday pay shall be paid at the rate of four (4%) percent of the employee's regular straight time rate for all hours worked. General Holiday pay shall be paid on each pay day.

Article 12 – Vacations and Vacation Pay

12.1 Vacation pay shall be paid at the rate of six (6%) percent of the employee's gross wages.

For employees who have eight (8) or more years of service vacation pay shall be paid at the rate of eight (8%) percent of the employee's gross wages.

For employees hired after June 15th, 2017:

Vacation pay shall be paid at the rate of four (4%) percent of the employee's gross wages.

For employees who have more than four (4) years of service, vacation pay shall be paid at the rate of six (6%) percent of the employee's gross wages and is paid on each pay day.

12.2 Employees with a minimum of six (6) months and less than three (3) years of service shall be entitled to two (2) weeks of vacation time per year.

Employees with more than three (3) years and less than eight (8) years of service shall be entitled to three (3) weeks of vacation time per year.

Employees with more than eight (8) years of service shall be entitled to four (4) weeks of vacation time per year.

For employees hired after June 15th, 2017:

Employees with a minimum of six (6) months and less than four (4) years of service shall be entitled to two (2) weeks of vacation time per year.

Employees with more than four (4) years of service shall be entitled to three (3) weeks of vacation time per year.

12.3 The period from November 1st to November 15th each year shall be the time period for employees, if they so choose, to indicate their preference to be scheduled off for Christmas. The Company shall post a Christmas leave signup sheet for each classification. Time off for Christmas shall be granted by seniority for those who have signed up.

- 12.4** Vacation scheduling shall be by seniority. The Company shall advise employees to submit their vacation request by March 15th in order for their seniority to determine their vacation schedule. Senior employees shall receive their entitlement as requested, subject to operational needs. The vacation schedule shall be conspicuously posted by April 15th.
- 12.5** Since vacation pay is paid on each pay period, vacation time taken is without pay. ***Employees may elect to direct a portion of their earnings to a second bank account through the Employee Self Service portal.***
- 12.6** Scheduling of vacation shall involve the balancing of the Company's reasonable operational requirements with the employee's right to the time off. The Company shall not unreasonably deny employees chosen vacation schedules, but has the final reasonable discretion in determining actual vacation scheduling. A year is defined as twelve (12) months from the employee's start date and every twelve (12) consecutive months thereafter.

Article 13 – Company Contributions

- 13.1** ***Health and Welfare – The Company agrees during the term of this agreement to provide a contribution to the Health and Welfare Trust Fund (“the Trust”) for eligible employees of Buffalo Catering. Employees become eligible the first (1st) of the month following completion of two hundred (200) hours of active work after their start date. The Company shall contribute two dollars and twenty-two (\$2.22) cents per hour for every bargaining unit hour worked to the Trust. The Trust shall provide benefits as set out in the group benefits booklet.***

The Health and Welfare plan shall include:

Group Life Insurance, Accidental Death and Dismemberment, Vision Care, Extended Health Care, Prescription Coverage, Dental Care, and Short-Term Disability. The Prescription Coverage will include the Pay Direct Drug Card.

Effective (date to be agreed). The Company agrees to forward all monies payable under Article 12.1 on or before the twentieth (20th) day of the month following performance of work. Remittance reports shall be forwarded to the Trust in an electronic format.

Effective (date to be agreed). The liability of the Company for the Health and Welfare Trust Fund shall be limited to making the prescribed contributions in the prescribed fashion.

13.2 Retirement Plan – The Company will contribute ***three dollars and seventy-five (\$3.75) cents*** per hour worked to an RRSP for eligible employees.

Employees over the age of seventy (70) will have their retirement contributions directed to a non-registered plan.

The Retirement Plan for employees hired after May 3rd, 2017 shall be as follows:

Retirement Plan – Company administered voluntary matching RRSP plan. Upon the completion of three (3) months of employment employees will be eligible to participate in the plan. The Company will match employee contributions to a maximum of five (5%) percent of regular wages. The contributions will be deposited into an account in the employee's name. The plan will include the provision that employees will not be permitted to

withdraw monies contributed to the RRSP except for programs recognized by the Canada Revenue Agency (i.e. New Home Buyer Program, Lifelong Learning Program) while employed by the Company.

- 13.3** Education and Training Fund – The Company agrees to contribute fifteen (\$0.15) cents for each hour worked in the bargaining unit to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.
- 13.4** Building Trades or Alberta Federation of Labour Assessment – The Company agrees to contribute five (\$0.05) cents for each hour worked in the bargaining unit to the United Food and Commercial Workers Canada Union, Local No. 401 for Building Trades or Alberta Federation of Labour dues assessment.

Article 14 – Probation

14.1 Probationary Period

A newly hired employee shall be on probation for the employee's first sixty (60) days worked. A probationary employee's termination may be the subject of a grievance up to Step Two of the grievance procedure and the disposition of the grievance shall be final and binding at this step. The termination of a probationary employee shall not be subject to arbitration unless the termination involved a breach of human rights principles.

Article 15 – Promotions and Vacancies

- 15.1** Employees interested in skills development or career opportunities shall make their Manager aware of that interest in

writing. The Manager shall keep a record of employees interested in other opportunities.

15.2 The Company will post for vacancies, promotions, and new positions in a conspicuous location for a period of ten (10) days at the Lodge where the vacancy, promotion, or new position occurs. Within the ten (10) day period set out above, employees may apply. Should performance, qualifications, and ability to perform the work be sufficient, senior employees shall receive these positions. However, in the event that there are no qualified employees or that none of the employees have sufficient ability to properly perform the work in question, the Company reserves the right to fill the position from any source. The posting will be distributed to other Lodges to be posted so that employees may apply to be considered for the vacancy, promotion, or new position.

The Company will provide the successful candidate with the necessary training.

15.3 An employee who fills a position as per Article 15.2 shall be given a trial period of up to forty-five (45) working days. If during this trial period the Company determines the employee is not satisfactory or if the employee does not wish to continue in the position, the employee shall revert to ***their*** former position. Employees shall have the right to withdraw their application for a position up until the time the position is filled. In the event an employee withdraws their application, the position shall be filled by other employees who applied according to the conditions of this article.

15.4 Temporary appointments to fill a position during the recruitment process shall only be with the agreement of the appointed employee. The Company will advise the Union of any temporary appointments.

Article 16 – Safety

- 16.1** The Company and the Union agree that it is in the interests of all concerned to maintain high standards of safety and health in order to prevent industrial injury and illness. The Company agrees to ensure the health and safety of its employees.
- 16.2** The parties to this Agreement shall at all times comply with the accident prevention regulations of the Occupational Health and Safety Code, as well as all safety regulations specified by the Company and the Client.
- 16.3** The Company shall maintain Health and Safety Committees as outlined below. Health and Safety Committee meetings must occur.

Members

Each Health and Safety Committee must have:

- (a) At least two (2), but not more than ten (10) worker members per Lodge (for purposes of this section Wapasu Main, Wapasu East, and Wapasu West are each separate Lodges), and
- (b) At least one (1) but not more than ten (10) Company members per Lodge.

Members of the committee will be provided a minimum of twenty-one (21) hours of training in the proper functioning of a Health and Safety Committee. Training content shall be agreed upon by the Company and the Union. Paid training of fourteen (14) hours shall be provided every two (2) years after the initial twenty-one (21) hours of training outlined above.

The costs of the training will be paid by the Company. Committee members who attend training will be paid the greater of their scheduled hours or the time spent in the training.

Committee members will be paid for actual time spent at scheduled meetings and inspections.

Term of Membership

Members of the Health and Safety Committee hold office for a term of not less than one (1) year and may continue to hold office until their successors are appointed.

Members of the Health and Safety Committee may be re-appointed for further terms.

A worker member of the Health and Safety Committee may be replaced at any time during that member's term of office by the Union.

A list of the members of the Health and Safety Committee for each Lodge will be posted in a conspicuous location in the Lodge, and new hires will be introduced to the Health and Safety Committee member(s) in their department as part of their orientation.

Worker Member Appointment

Worker members of the Health and Safety Committee will be appointed by the Union from the workers who are part of the bargaining unit to provide proper representation from each department (for example: Housekeeping, Kitchen, Maintenance, Front Desk, Laundry).

In the event that the Union is unable to appoint worker members to the Health and Safety Committee, the Company and the Union shall meet forthwith and both parties shall make immediate efforts to recruit and appoint worker members.

To be eligible to be appointed a worker member, a person must work at the work site where the Health and Safety Committee is established. At any time a Union staff representative may attend meetings as an observer.

Appointment of Company Members

Company members of the Health and Safety Committee must be appointed to the committee by the Company in such a manner as to ensure there is representation from each department and will include the Lodge Manager and a member of the **BCE** Safety Department. At any time, a senior Company representative may attend meetings as an observer.

Co-Chairs of Committee

The Health and Safety Committee must have two (2) Co-Chairs.

Worker members must select one (1) Co-Chair from among themselves.

Company members must select one (1) Co-Chair from among themselves.

Recording and Posting Minutes

The Co-Chair selected by the Company must ensure that:

- (a) Minutes of each meeting of the Health and Safety Committee are recorded;

- (b) Copies of the minutes are given to the Company, the Local Union, and all members of the Committee within seven (7) days after the day the meeting was held; and
- (c) Copies of the minutes will be reviewed and approved by the Co-Chairs and will be posted at the work site on the Health and Safety bulletin board in each department within seventy-two (72) hours after the day of the meeting.

Meetings

The Health and Safety Committee must meet twice in each calendar month.

Worker representatives will be scheduled to ensure their availability to attend the meetings. Company and worker representatives on shift at the time of the meeting must attend the meeting. Meetings and inspections shall be scheduled in such manner to allow appropriate time for the Committee to perform their functions.

Duty to Inspect Work Site

The Health and Safety Committee must perform inspections at the work site once before each regular meeting of the Committee.

Other Responsibilities of the Committee

The Health and Safety Committee will make recommendations to the Company on the following areas:

- Hazard identification and control
- Health Safety and Environment (HSE) incident investigations

- HSE audits
- Emergency planning and response
- Worker training programs
- HSE communications
- Air quality results and action plans
- HSE initiatives
- Any other health and safety matters as may be appropriate.

BCE Wide Safety Meeting

Twice (2X) per year, the Co-Chairs of each Health and Safety Committee will meet to discuss health and safety trends and needs within **BCE**. These meetings will be rotated between the Lodges.

Senior Leadership Joint Health and Safety Committee

There shall be a Senior Leadership Joint Health and Safety Committee who shall meet two (2) times per year or more often if mutually agreed to discuss health and safety issues. The Committee shall be comprised of three (3) representatives of the Union and three (3) representatives of the Company, from the senior level.

16.4 No employees will be required to perform work that constitutes imminent danger to themselves or others, nor will they be disciplined for such refusal. An employee who is unsure of the safety of any action should, prior to committing such action, discuss their concerns with their Supervisor and, if necessary, their Steward and/or a Safety Committee Representative. Any disagreement thereafter as to the safety of any act should be referred to the Manager.

16.5 Each shift shall hold a safety discussion a minimum of once every week and it must be scheduled for a minimum of thirty (30)

minutes. The Health and Safety Committee shall determine the weekly topic schedule for these meetings by meeting four (4) times per year to determine the schedule for the following three (3) month period. The presenter at each weekly meeting shall alternate between a Management representative from the Health and Safety Committee and an employee representative from the Health and Safety Committee. It is understood that weekly topic scheduled items may be replaced with urgent or timely issues at the discretion of the Co-Chairs of the Health and Safety Committee.

- 16.6** Every employee shall submit to and pass the Company's lawful designated drug/alcohol test prior to gaining access to the work site. Employees may also be required to submit to a lawful drug/alcohol test for just cause during the course of their employment. The Company and the employee shall also adhere to such other lawful drug/alcohol tests as required by the Client. If there is any change or contemplated change to the Company's or the Clients lawful drug/alcohol tests, the Company shall notify its employees and the Union as soon as possible.
- 16.7** The Company agrees to comply with all Occupational Health and Safety legislation and regulations. The Company agrees to follow the Occupational Health and Safety legislation with respect to arranging for transporting ill or injured workers to the nearest health care facility.
- 16.8** A biannual testing and monitoring program will be part of the IAQMS. The Company will inform the Union when audits will be performed at **BCE** sites and will invite the Union to jointly participate in these audits. Each party shall bear the cost of advisors and experts they retain.

The parties agree to work cooperatively in implementing generally accepted solutions to address air quality and/or mold issues.

Article 17 – Absence from Work

- 17.1** An employee who may be absent from work due to illness, or late, shall notify their immediate supervisor or department head as soon as is reasonably possible. It is understood that in emergency circumstances, employees may be unable to provide the required notification.

The Company will not require a doctor's certificate for absences of less than three (3) days for medical reasons unless the employee has been formerly advised that their attendance record is unacceptable and that doctor's certificates will be required for absences in the future.

Employees will be responsible to provide, at their cost, for each occurrence the initial medical certificate to justify their absence. The Company will pay the cost for additional medical documentation or information requested.

- 17.2** If operating conditions permit, leave of absence without pay may be granted by the Company for periods of up to three (3) months. The Company shall reply in writing to the employee's request within fourteen (14) days. Requests will not be unreasonably denied. The Company will send out a copy of their reply to the Union office at the same time. Where an employee faces a circumstance where they want time off and long distance travel or an extended period of time off is required, the Company shall treat the circumstance with special sensitivity.

- 17.3 When a regular employee is called for jury service, or formally subpoenaed as a witness for the Crown they shall be excused from work on the days they are required to appear in court. Employees called for court in this manner, upon proof of such service and of the amount of pay received therefore, will be paid whatever sum, if any, is necessary in addition to the fees received for such service to reimburse them for earnings lost because of such service.
- 17.4 ***Employees shall be granted leave in accordance with the Alberta Employment Standards Code. Leaves shall include, but not be limited to; Maternity Leave, Adoption and Parental Leave, Domestic Violence Leave, and Personal and Family Responsibility Leave.***
- 17.5 Compassionate leave shall be dealt with on a case by case basis. Reasonable requests shall not be denied.
- 17.6 ***The Company shall grant a leave of absence to allow employees to attend their citizenship ceremony. The employee shall provide proof of the date, time and location for the citizenship ceremony. The Company will not unreasonably deny assistance with travel into Fort McMurray, if the travel requirement does not fall on a turnaround day.***

Article 18 – Bereavement Leave

- 18.1 If any employee suffers a death in the immediate family, they shall be granted a leave of absence for up to seven (7) consecutive days, commencing with the date of death, of which three (3) days shall be with full pay. In the event that the funeral services are conducted in a location other than Alberta and the employee attends the funeral, then the seven (7) consecutive

days described above shall be extended to fourteen (14) consecutive days. The Company may grant additional leave without pay to the bereaved employee.

Immediate family includes: spouse, **common law, interdependent partner, same sex spouses**, life-partner, mother, father, brother, sister, children, step-child, step-parents, step-sister, step-brother, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents, or grandchildren.

This article does not apply if an employee is already on a different leave of absence or vacation.

18.2 *An employee shall be entitled to any unpaid leave they are eligible for under Employment Standards Legislation (<https://www.alberta.ca/bereavement-leave.aspx>) including bereavement leave for a person the employee is not related to but considers to be like a close relative.*

Article 19 – Clothing and Tools

19.1 The Company agrees to provide, free of charge to employees, safety supplies and articles of clothing and footwear which are deemed by law or Company policy to be necessary for the employee's safety and health. In addition, the Company will provide winter clothing and winter footwear to employees who are required to work on a continuous basis outside. The Company shall supply suitable seasonal protective clothing for unloading of supplies. The employees will provide all other articles of clothing.

19.2 Employees are required to take good care of such safety supplies, any articles of clothing provided to them by the

Company, and such articles shall be returned to the Company on termination of employment.

- 19.3** The Company shall supply free of charge any uniforms, laundry, and tools of same, that the employees may be required to wear and/or use. Such articles shall be returned to the Company on termination of employment.

Article 20 – Apprenticeship

- 20.1** Sixty (60) calendar days after returning to work, the Company will reimburse apprenticeship tuition fees to employees who have attended applicable apprenticeship training, provided only, that such employees passed their respective courses.
- 20.2** New pay rates for apprentices advancing to another level will commence on the date that the Company receives written confirmation from the Apprenticeship Board that the employee has successfully completed *their* apprenticeship level.
- 20.3** Retroactive pay will apply for the apprentice, back to the date that all apprenticeship requirements were fulfilled.

Article 21 – Union Management Committee

- 21.1** The Union and the Company shall establish a Union Management Committee structure to allow for discussion of issues of interest or concern to the parties.
- (a) Meetings are to be scheduled once (1X) a month for each Lodge.
 - (b) As a guideline, meetings should not take longer than one (1) hour.

- (c) Agenda items will be communicated to each party prior to the meeting.
- (d) Minutes will be recorded for each meeting and reviewed by both parties before distribution.
- (e) There will be a minimum of two (2) to a maximum of four (4) participants from each party to attend the meeting.
- (f) In addition to the meetings above, there will be a quarterly **BCE** wide Union Management meeting. Representatives from the Union shall include one (1) Shop Steward each from BREL and Conklin, and three (3) Shop Stewards from Wapasu. Shop Stewards attending will be at the Company's expense with no loss of rights, privileges, or benefits. This group will meet to discuss issues of common interest within **BCE**. These meetings will be held at a central location.

Article 22 – Discipline and Employee Records

- 22.1** Any discipline resulting from an incident will be implemented within **fourteen (14)** days of the incident becoming known to the Company (extensive investigations excepted). In the event an employee is on turnaround, leave of absence, or vacation, the discipline will be implemented no later than three (3) days after their return from their absence.
- 22.2** Discipline must be based on just cause and in accordance with the principles of progressive discipline.
- 22.3** Employees shall be allowed to review and make a copy of their personnel files in the presence of a Company representative.

- 22.4** Records of disciplinary action shall be removed from the employee's file and not referred to in the future after the earlier of:
- (a) A period of one (1) year has elapsed from the incident giving rise to the discipline provided there are no further incidents of discipline during this one (1) year period; or
 - (b) Such disciplinary action or dismissal has been grieved and determined to be unjustified.
- 22.5** A UFCW staff representative will be required to participate when a Shop Steward is disciplined.
- 22.6** The Company shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have, in good faith, spoken out or complained about camp, working conditions, the Company, or a client to anyone. Such protections shall also apply to employees who, in good faith, speak out or complain about conditions, environmental issues, or political issues that in any way arise out of or relate to the oil industry.

Article 23 – No Discrimination

- 23.1** Neither party shall discriminate against any employee on the basis of Union activity, gender, sexual orientation, gender identity, gender expression, religious beliefs, colour, race, place of origin, ancestry, age, marital status, source of income, family status, political affiliation, physical disability, mental disability, or place of residence. The parties agree to act in accordance with the Alberta Human Rights Act and that the foregoing grounds are subject to the bona fide occupation requirements permitted in law.

Article 24 – General

24.1 Interpretations

In this Agreement (unless otherwise indicated by the context) all words of masculine gender shall include the feminine and vice versa.

24.2 Company personnel not within the bargaining unit shall not perform the work normally done by bargaining unit employees except when required due to a shortage of staff, minor assistance to employees, emergencies, or training.

24.3 The Company and the Union shall cooperate in the implementation of Indigenous employment and training programs that are consistent with the provisions of this agreement.

24.4 Union Bulletin Boards – The Union shall be allowed to place a Union bulletin board in a mutually agreed upon conspicuous location at each site. The Union shall be allowed to place Union notices, posters, newsletters, and information regarding grievances and collective bargaining on its bulletin board.

24.5 Union Decals – The Union shall be allowed to place its Union decal in a mutually agreed upon conspicuous location at each site.

Article 25 – Medical Examinations

25.1 Employees who are returning to work after an illness or disability are required to provide the Company with satisfactory information from their doctor, regarding their fitness to return to work and perform their duties.

- 25.2** Should the Company deem the information provided by the employee to be insufficient, the employee will be required to provide to their doctor a letter from the Company with specific questions and points of clarification. The employee will cooperate in having this information obtained and returned in a timely fashion. Should the employee not provide sufficient information, the provisions of Article **25.3** or **25.4** may be implemented.
- 25.3** Upon reasonable cause, for the purpose of determining an employee's ability to perform *their* duties, when the employee has not provided the Company with satisfactory medical information when requested by the Company to do so, the Company may, at its cost send the employees for a medical examination with a physician chosen by the Company. The employee will cooperate in having the medical examination done. The Company shall pay the employee's regular wages for the time taken for the medical examination and for reasonable transportation as pre-approved by the Company. A copy of the medical report shall be provided to the employee and shall be kept confidential.
- 25.4** Upon reasonable cause, when a duty to accommodate arises related to an employee and the employee does not provide the Company with satisfactory medical information when requested by the Company to do so, the Company may, at its cost, send the employee for a medical examination with a physician chosen by the Company. The employee will cooperate in having the medical examination done. The Company shall pay the employee's regular wages for the time taken for the medical examination and for reasonable transportation as pre-approved by the Company. A copy of the medical report shall be provided to the employee and shall be kept confidential.

Article 26 – Transportation and Accommodation

26.1 Transportation

Point of dispatch shall be Edmonton, Alberta. Transportation will be provided by the Company to and from Fort McMurray and the Lodges on regularly scheduled turnaround days. The Company shall provide to each employee a travel subsidy of three hundred and twenty-five (\$325.00) dollars per month while actively employed. For clarity, an employee is not actively employed while on Leave of Absence, Disability, Workers' Compensation, or any other leave.

The travel subsidy program will be administered as follows:

- (a) Travel subsidy is to be paid on the first payroll of each month after an employee becomes eligible.
- (b) Employees become eligible after they have worked for **Buffalo Catering Employees LP** for thirty (30) calendar days.
- (c) The Company shall pay a pro-rated amount for the portion of the month in which said employee is hired, laid off, recalled, or quits.

26.2 Accommodation

- (a) Accommodations shall be provided by the Company for employees at no cost only for working days.

Meals shall be provided by the Company for all employees at no cost to the employees. Meals are provided at no cost only for working days.

The work site shall not provide permanent residence to employees, nor shall it become the permanent address for any employee. Employees who are off site longer than twenty-one (21) days will be required to remove their belongings and vacate their room.

- (b) Employees who stay at the Lodge for their scheduled days off shall be required to pay fifty (\$50.00) dollars per day for accommodations and meals.
- (c) If the Company requests that the employee change their accommodation (room) during working hours, the move shall be at the Company's time. If the employee is asked to move after working hours, the employee will be paid two (2) hours at their regular rate of pay.
- (d) Employees hired after May 4th, 2014 shall be required to pack up and vacate their room before leaving from site on days off, sick leave, vacation, leave of absence, and all such absences. The Company will provide space for employees to store their belongings.

Article 27 – Seniority

27.1 Seniority shall be defined as length of continuous service with the Company at each worksite. The current worksites are:

1. Beaver River Executive Lodge
2. Wapasu Creek Lodge Main/East
3. Conklin Lodge
4. Wapasu Creek Lodge West

- 27.2** Qualifications and ability being sufficient, filling of vacancies, transfers, staff reductions, layoffs, reduction of hours, recalls, and vacation selection shall be determined by seniority.
- 27.3** Laid off employees shall have recall rights for two hundred and ten (210) days and their seniority shall accrue during this period.
- 27.4** Where the Company is able to meet its operational requirements, preference in scheduling shall be determined by seniority.

“Shift” is defined as “day”, “afternoon”, or “night”.

The “day shift” encompasses all start times between 4:00 a.m. and 10:00 a.m. The “afternoon shift” encompasses all start times between 10:00 a.m. and 6:00 p.m. The “night shift” encompasses all start times between 6:00 p.m. and 4:00 a.m.

The Union acknowledges that the Company has the right to schedule one (1) or more start times for the same classification within a day, afternoon, or night shift.

Senior employees who have sufficient qualification and ability to perform the work, and who have indicated a desire to work on a particular shift will, subject to operational requirements, be selected to fill any openings on their stated preferred shift and start time at the time of the opening.

Once every six (6) months, the Company will provide for employees (who have one or more years of seniority at the Lodge) to indicate their desire to be scheduled on certain shifts, at certain shift times, as outlined above. Employees who have indicated their desire will have their names placed on a list in order of their seniority. For clarity, the period from March 1st to March 15th and September 1st to September 15th each year will

be the time period for employees, if they so choose, to indicate their preferences.

- 27.5** When a vacancy occurs in a shift rotation, that shift rotation must first be offered to current employees based on seniority.

Article 28 – Work Expectations

- 28.1** Employees' workloads and work assignments shall be fair and reasonable.

Article 29 – Term of Agreement

- 29.1** Except as otherwise specified, this Agreement shall be effective the Sunday following ratification (**June 6th, 2021**) and shall remain for a period ending **December 31st, 2023** and from year to year thereafter, providing that either party may not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the termination date hereof, give notice in writing to the other party of its intentions to negotiate a revision thereof.

Signed this _____ day of _____, **2021**.

For the Company:

For the Union:

Company Committee:

Union Committee:

Andrew Sparkes
Collin Gerry
Tom Davis
Cheryl Treasure
Darren Ehman
Joseph Munyenyiwa
Don Crisall

Chris O'Halloran
Carol Euper
Dawn Kittson
Merela Cardinal
Derek Woods
Russell Lukosius
Mary Brake
Nenette Nyitral
Aden Amoud
Thla Lian
Carole Gottschalk
Melvin Venegas
Todd Maclean
Athena Peryk
Priscilla Dreaver
Matt Gilks
Clayton Herriot

This Agreement was ratified on **June 3rd, 2021**.

Schedule "A"
Job Classifications and Pay Scale

CLASSIFICATIONS	June 6, 2021	June 1, 2022	January 1, 2023
1st Cook	\$ 31.85	\$ 32.50	\$ 33.15
Journeyman Cook	\$ 29.48	\$ 30.13	\$ 30.78
Journeyman Baker	\$ 29.48	\$ 30.13	\$ 30.78
Non Journeyman Cook	\$ 27.13	\$ 27.78	\$ 28.43
Non Journeyman Baker	\$ 27.13	\$ 27.78	\$ 28.43
Cook or Baker Apprentice 3 rd yr	\$ 25.63	\$ 26.28	\$ 26.93
Cook or Baker Apprentice 2 nd yr	\$ 25.09	\$ 25.74	\$ 26.39
Cook or Baker Apprentice 1 st yr	\$ 24.02	\$ 24.67	\$ 25.32
Dining Room Coordinator (>1500 rooms)	\$ 28.30	\$ 28.95	\$ 29.60
Kitchen Worker	\$ 25.09	\$ 25.74	\$ 26.39
Housekeeping Coordinator	\$ 28.30	\$ 28.95	\$ 29.60
Housing/Retail Worker	\$ 25.09	\$ 25.74	\$ 26.39
*Front Desk Attendant	\$ 25.34	\$ 25.99	\$ 26.64
<i>*When not required to perform duties at the Front Desk, the employee shall perform duties in the HRW classification.</i>			
Maintenance Worker	\$ 28.19	\$ 28.84	\$ 29.49

The pay scale for employees hired after June 15th, 2017 shall be as follows:

CLASSIFICATIONS	June 6, 2021
1st Cook	\$ 30.45
Journeyman Cook	\$ 28.21
Journeyman Baker	\$ 28.21
Non Journeyman Cook	\$ 25.99
Non Journeyman Baker	\$ 25.99
Cook or Baker Apprentice 3 rd yr	\$ 24.55
Cook or Baker Apprentice 2 nd yr	\$ 24.05
Cook or Baker Apprentice 1 st yr	\$ 23.05
Dining Room Coordinator (>1500 rooms)	\$ 26.05
Kitchen Worker	\$ 24.05
Housekeeping Coordinator	\$ 26.05
Housing/Retail Worker	\$ 24.05
*Front Desk Attendant	\$ 24.29
<i>*When not required to perform duties at the Front Desk, the employee shall perform duties in the HRW classification.</i>	
Maintenance Worker	\$ 27.00

Letters of Understanding 1 & 2

1. Printing of Collective Agreement Booklets

The Company agrees to pay fifty (50%) percent of the cost of the printing of the Collective Agreement booklets. The Collective Agreement booklets shall be printed in both English and French.

2. Indigenous Relations

BCE recognizes the diverse backgrounds of all of our employees and we acknowledge a special relationship with our Indigenous employees. We recognize that the term Indigenous is not one size fits all term, but encompasses a long history of different traditions and customs and groups of people in Canada.

We offer the opportunity for all of our Indigenous employees to have their culture, traditions and customs respected and celebrated.

To this end, we commit to the following:

- Providing diversity training to all employees, both hourly and salaried.
- Providing traditional tipis at:
 - Wapasu
 - Conklin
 - Beaver River
- Establishment of an Indigenous committee at Wapasu, one (1) at Conklin and one (1) at Beaver River, whose functions will include meeting monthly with Lodge management and

working with Lodge management in the planning of Indigenous day festivities at each Lodge, including provisions for meaningful participation by the Indigenous employees at that Lodge. This meaningful participation will include the Indigenous employees being scheduled to be able to attend the festivities. Indigenous employees who are on shift will be allowed time to attend the festivities without loss of pay.

- **BCE** also commits to making ongoing and additional efforts to facilitate positive relations with our Indigenous employees. Also, the Company will recognize Union Stewards as appointed by the Union whose responsibilities will include the advancement of the issues of Indigenous workers.

**LETTER OF UNDERSTANDING #3 – Re-employment Opportunities
BETWEEN
BUFFALO CATERING EMPLOYEES LP
AND
UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL 401**

Re: Re-employment Opportunities

Procedure to provide for employee movement between the Beaver River Executive Lodge, Conklin Lodge, Wapasu Creek Lodge Main/East and Wapasu Creek Lodge West at times of lay-offs:

- 1) The Beaver River Executive Lodge, Conklin Lodge, Wapasu Creek Lodge Main/East and Wapasu Creek Lodge West are each separate worksites with separate seniority lists.***
- 2) Employees who are laid off at the Beaver River Executive Lodge, Conklin Lodge, Wapasu Creek Lodge Main/East and Wapasu Creek Lodge West will be given the opportunity to be re-employed at another worksite.***
 - (a) Employees seniority in the re-deployment pool, shall be based on an employee's continuous service with Buffalo Catering as determined in point 3 (c).***
 - (b) Employees with the skill and ability in multiple classifications will be required to identify one classification they wish to be considered for re-employment.***
 - (c) If any classification has been depleted in the re-employment pool, employees with the skill, ability and direct company experience, in the required classification***

will be offered re-employment before new employees are hired.

- 3) Employees who choose to be re-employed at another worksite will provide written notification to the Company of their desire for re-employment within seven (7) days of the employee being laid off.***
 - (a) The Company will make forms available for employees to indicate their desire for re-employment.***
 - (b) Employee will indicate on the form the worksite or worksites that they would wish to be re-employed at.***
 - (c) A re-employment list will be created by classification and seniority date based on continuous service with Buffalo Catering Employees LP as of the date of ratification.***
- 4) Employees that join the re-employment list retain their rights to recall at their original worksite.***
- 5) Employees who do not request re-employment as per point 3 above will not have any further right to re-employment at another worksite under the terms of this letter of understanding.***
- 6) Employees name will come off the re-employment tracker when:***
 - (a) The employee is re-employed to fill a vacancy at another worksite; or***
 - (b) The employee gets recalled to the worksite from which they were laid off; or***

- (c) ***The employee refuses or fails to respond to a re-employment offer on two (2) separate occasions in their chosen classification and location; or***
 - (d) ***The Employees recall rights expire.***
- 7) ***When filling vacancies, candidates from the re-employment list will be contacted by classification and seniority and will be given twenty-four (24) hours to respond to the offer of re-employment. Failure to respond within 24 hours will result in the next eligible candidate being offered re-employment.***
- 8) ***It is agreed that the most senior employee, on the list, for the classification (that the employee selected under point 2 above) where the vacancy exists will be offered the opportunity to be re-employed. Should an employee decline the opportunity to be re-employed at another worksite at the time of vacancy they will no longer be considered for re-employment at another worksite under the terms of this letter of understanding.***
- 9) ***The seniority date of an employee who accepts employment at another worksite will be effective with the date of employment at the new worksite.***
- 10) ***For the purposes of continuous service, it is also understood and agreed that;***
 - (a) ***The disciplinary file for the employee will be continuous at all Buffalo Catering Employees LP worksites.***
 - (b) ***Should an employee voluntary resign, or be terminated with cause, their employment will be deemed terminated from all Buffalo Catering Employees LP worksites.***

Should an employee resign to accept a recall at another Buffalo Catering Employees worksite as per Article 27.1, that will not result in a termination of their employment with all of Buffalo Catering Employees LP.

**LETTER OF UNDERSTANDING #4 – Re-call Process
BETWEEN
BUFFALO CATERING EMPLOYEES LP
AND
UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL 401**

RE: Recall Process

When the recall of employees is required it is desirable to have employees return to work when needed within seventy-two (72) hours. In order to achieve a timely return to work of recalled employees the following process will be followed:

- 1. The Company will determine the classifications to be recalled, the number of employees required to be recalled and the date for employees to return to work.***
- 2. Employees are responsible to maintain and shall ensure their current up to date contact information through the employee self-service portal.***
- 3. An email will be sent to all employees (at the email address on file), who have recall rights and are qualified to perform the work, advising of the recall opportunity.***
- 4. Employees will have twenty-four (24) hours from the time from when emails are sent, to respond if they are interested in the recall opportunity.***
- 5. The most senior employees, after the twenty-four (24) hour period has expired, will be recalled to fill the opportunity (s).***

6. ***Employees who do not respond or are not the senior employees will remain on the recall list for future opportunities until their recall rights expire.***
7. ***In order to assist employees to get to site the Company will provide transportation to site from Calgary, Edmonton or Fort McMurray. If an employee is laid off again within twenty (20) days return transportation will be provided from site to Edmonton, Calgary or Fort McMurray. Location of sites provided will be mutually agreed upon, an employees request will not be unreasonably denied.***
8. ***An employee who accepts the recall and is laid off before working ten (10) days will be entitled to minimum gross earnings of one thousand five hundred and fifteen dollars and fifteen (\$1515.15) cents. Any scheduled time missed on the employee behalf will be deducted as time worked in determining the minimum earnings.***
9. ***An employee who accepts the recall and is laid off after working ten (10) days but before working twenty (20) days will be entitled to minimum gross earnings of three thousand and thirty dollars and thirty (\$3030.30) cents. Any scheduled time missed on the employee behalf will be deducted as time worked in determining the minimum earnings.***
10. ***If an Employee is directed to not work or scheduled no hours, those day(s) or shift(s) will not affect the monies required at point 8 and 9.***
11. ***No Employee will be sent home for a turnaround until they meet the minimums outlined in point 8 above.***

- 12. A site access drug and alcohol test will not be required unless the returning employee has been away from site in excess of ninety (90) days.**
- 13. The Parties agree to meet, as soon as reasonably possible, to discuss any concerns raised with regards to the application of this letter of understanding.**

**LETTER OF UNDERSTANDING #5 – Vaccinations
BETWEEN
BUFFALO CATERING EMPLOYEES LP
AND
UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL 401**

RE: Vaccinations

The Company is fully supportive of COVID-19 vaccinations for employees and will continue advocate for such vaccines to be available for worksite.

Recent announcements by the government regarding a large shipment of vaccines being redirected to the Regional Municipality of Wood Buffalo, are in part the result of the lobbying which the Company has done on the part of our employees. The Company commits to sending a follow up letter to reinforce the importance of these vaccines to the oil sands area including work camps.

While not mandatory, the Company encourages employees to take advantage of the vaccination program.

Signed this _____ day of _____, **2021**.

For the Company:

For the Union:

Company Committee:

***Andrew Sparkes
Collin Gerry
Tom Davis
Cheryl Treasure
Darren Ehman
Joseph Munyenyiwa
Don Crisall***

Union Committee:

***Chris O'Halloran
Carol Euper
Dawn Kittson
Merela Cardinal
Derek Woods
Russell Lukosius
Mary Brake
Nenette Nyitral
Aden Amoud
Thla Lian
Carole Gottschalk
Melvin Venegas
Todd Maclean
Athena Peryk
Priscilla Dreaver
Matt Gilks
Clayton Herriot***

This Agreement was ratified on ***June 3rd, 2021***.