

COLLECTIVE AGREEMENT

BETWEEN:

DANA HOSPITALITY LP
(Hereinafter referred to as the "Company")
OF THE FIRST PART

AND:

GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")
OF THE SECOND PART

May 1, 2024 – April 30, 2026

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PREAMBLE

It is the intent and object of this Agreement that the Company and the Union co-operate to improve economic and industrial relations in the industry, to establish and maintain discipline and efficiency in the workplace, to promote peaceful and harmonious relations between the Company and its employees, to provide for the amicable settlement of all disputes and grievances, and to establish rates of pay, hours of work, and other conditions of employment which are fair for and observed by all Parties, including the Union, employees and the Company.

INCLUSION AND DIVERSITY

Except where specifically stated to the contrary, any reference to the masculine gender or feminine gender, and singular or plural, in the provisions of this Agreement, shall be considered to apply to all employees equally. Furthermore, the term "employees" or "employee" where herein used, shall mean any workers or worker covered by this Collective Agreement.

The Parties agree that there shall be no discrimination, bullying or any form of intimidation towards any employee, by any other employee because of race, colour, creed, nationality, gender identity, gender expression or sex, or any other prohibited ground under the Alberta Human Rights Act.

The Parties recognize the market in which this business operates is multicultural and gender diverse. Therefore, the Parties are committed to ensuring an inclusive and non-discriminatory work environment.

TRANSFER of TITLE or INTEREST

- a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event that the entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- b) It is understood by this Section that the Parties hereto shall not use any leasing device to a third party to evade this Collective Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignees, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with copy to the Union, not later than the effective date of sale.

ARTICLE NO. 1 - BARGAINING AGENCY

The Union is recognized by the Company as the sole bargaining agent for its food service employees within the classifications hereafter set forth, or from time to time added hereto, it being intended that the Union represent all employees of the Company within the jurisdiction of the Teamsters Union. The Company shall not hereafter be obligated to deal with its employees, either individually or in groups, as to matters within the purview of this Agreement, but shall deal only with the duly authorized Representative of the Union. The Alberta Labour Relations Board has issued Certificate Number C2226-2024 that applies to this Collective Agreement.

ARTICLE NO. 2 - UNION SECURITY

It is agreed that as a condition of employment, each employee shall become, and remain, a Member in good standing of the Union within seven (7) calendar days.

For the purpose of this Agreement, the sole definition of Membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all Members in the Bargaining Unit.

- a) The Union will supply the Company with application forms for Union Membership and Dues Deduction. The Company agrees that when it hires new employees, the Company shall have such new employees fill in the required Union Application for Membership cards prior to commencing work and mail same into the Union office.
- b) The Company shall deduct and pay to the Secretary-Treasurer of the Union, any monthly Union dues, Initiation fees and/or assessments which may be levied in accordance with the Union's By-laws, owing by said employees hereunder to the Union.

The Company shall deduct the monies from the first pay of an employee each month and remit such monies to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of the following month in which the monies are deducted, together with one (1) copy of the Check-off list as above mentioned. (Note: for the purpose of definition: "Check-off List" is the updated Union's Pre-Billing statement as indicated below.

The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union's Pre-Billing statement showing all monthly dues submitted for Members along with current address, postal code, date of hire and Social Insurance Number.

The Monthly Check-off List will reference:

- New Members: listed in alphabetical order with current address, postal code, date of hire;
- Terminations or resignations: must be clearly identified with current address, postal code, and date of termination or resignation;
- Address change to be updated as well as name changes (i.e. marriage).

If an employee works anytime during the month, the Company assures the Union that the total amount of the monthly dues as specified by the Secretary-Treasurer of the Union will be deducted and forwarded to the Local Union. Probationary employees included.

ARTICLE NO.3 - MANAGEMENT RIGHTS

Except as modified by this Agreement, and as is permitted by law, the Company shall retain all of its rights and prerogatives. The Union acknowledges that it is the right of the Employer to:

- a) Maintain order, discipline, and efficiency;
- b) Hire, discharge for proper cause, transfer, classify, promote, demote, layoff, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided;
- c) Make, enforce, and revise from time to time, rules and regulations relating to discipline and the general conduct of employees; However, those rules and regulations shall not be inconsistent with the Collective Agreement;
- d) Generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work force, determine the number of personnel required from time to time, the number and locations of offices and facilities, services to be performed and methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation curtailment or cessation of operations and all other rights and responsibilities of Management not specifically modified elsewhere in this Agreement.

ARTICLE NO. 4 - HOURS OF WORK

4.1 a) **Weekly Maximum**

Eight (8) hours in any one (1) day
Weekly maximum Monday through Sunday - forty-four (44) hours

b) **Overtime**

Monday through Sunday:

- Over eight (8) hours in a day - one and one-half times (1.5x) the regular rates of pay.
- Over forty-four (44) hours in a week - one and one-half times (1.5) the regular rate of pay.

Statutory Holidays:

- One and one-half times (1.5x) the regular rates of pay.

4.2 **Breaks**

Any employee who works five (5) hours or more in a shift is entitled to a thirty (30) minute break, without pay, or 2x fifteen (15) minute breaks. Any employee who works less than a five (5) hour shift is entitled to a fifteen (15) minute break, without pay. Should the Company provide restrictions on the employees' break, such as barring them from leaving the property, then all breaks would become paid.

If an employee is required to work ten (10) or more hours in any shift, that employee shall be paid fifteen dollars (\$15.00) as a meal allowance, which shall be included on their regular paycheck.

4.3 Reporting

- a) Employees instructed to report for duty, Monday through Sunday, shall be booked in immediately on so reporting, and shall be paid a minimum of four (4) hours at the applicable rate of pay if the employee commences work, or two (2) hours at the applicable rate of pay if the employee is unable to commence work.
- b) Employees who are instructed to report for duty (name posted on the call-in sheets) and later instructed not to report shall be paid one (1) hour pay provided that:
 - i. They are not recalled reporting within three (3) hours of their originally posted starting time, and;
 - ii. They keep themselves available for possible recall for two (2) hours after their originally posted starting time.

4.4 The Company will not send home a senior Employee with less than eight (8) hours pay or work while a junior employee in the same classification continues to work. However, the Company will endeavor to give the senior employee the option to leave first or continue to work.

4.5 Catering/Special Events

When Catering/Special Events are required, Management will assign shifts and hours in order of seniority within the classification whenever this work is required to be done.

4.6 The Employer will not contract out any of the Employer's work performed by the employees covered by the Agreement or the Union's certification. Save and except as provided in this Agreement, the Employer agrees that all work, coming under the jurisdiction of the Union performed by anyone, on behalf of the Employer, directly or indirectly under contract or sub-contract, shall be performed by employees who are Members of the Union in accordance with the terms and conditions as set out in this Agreement.

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, temporary experimentation, or unexpected shortage of staff or equipment where reasonable efforts have been made to offer the work to bargaining unit Members.

ARTICLE NO. 5 - CLASSIFICATIONS AND RATES OF PAY

5.1 The following classifications and corresponding rates shall apply:

Classifications	Current (Minimum)	August 2024	August 2025
FSA	\$16.00/hr	\$0.44 Increase	2% Increase
Cook	\$19.00/hr	\$0.44 Increase	2% Increase
First Cook	\$20.00/hr	\$0.44 Increase	2% Increase
Sous Chef	\$23.00/hr	\$0.44 Increase	2% Increase
Supervisor	\$21.00/hr	\$0.44 Increase	2% Increase

5.2 Any and all tips accrued shall be provided to the employees and not withheld by the company.

ARTICLE NO. 6 - PART-TIME & CASUAL EMPLOYEES

- a) Regular employees are defined as full-time or part-time employees only. Casual employees are not subject to any of the provisions provided to regular employees unless specifically indicated.
- b) Regular employees shall be entitled to vacation pay as provided for in the Alberta Employment Standards Act, as amended from time to time.
- c) Regular employees shall be entitled to Statutory Holiday pay as provided for in the Alberta Employment Standards Act, as amended from time to time.
- d) A part-time employee is a person who regularly works not more than thirty-two (32) hours scheduled per week. The status of a part-time employee shall not be changed because they work in excess of those hours if she/he is replacing an absent employee.
- e) A casual employee shall be hired on an incidental and temporary basis for a specific project, or to substitute for regular employees on a leave (such as disability, holiday, etc.). Casual employees would be given the first opportunity over any potential new hires to apply for posted regular positions. Upon selection they will be placed at the bottom of the regular employees' seniority List, providing they meet all the Company qualifications and requirements.
- f) Part-time and casual employees shall be entitled to overtime pay in accordance with the Alberta Employment Standards Act for all hours worked in excess of eight (8) hours in a day or in excess of forty-four (44) hours in a week.

ARTICLE NO. 7 - SHOP STEWARDS

- 7.1 There may be elected by the employees such number of Shop Stewards as the Union may determine, who shall perform such functions as the Union may assign them, provided the duties of the Shop Stewards shall not conflict with their regular employment and duties with the Company. The Union also reserves the right to appoint Shop Stewards in the absence of an election. The Company shall not discriminate against the Shop Stewards.
- 7.2 The Union and its representatives shall not interfere with any employee, or group of employees, during working hours, without the consent of the proper official of the Company.
- 7.3 Unless specifically declined in writing, employees must have a Union Shop Steward or where reasonable a Business Agent present during any disciplinary meeting(s) or such discipline will be null and void. In the event a Shop Steward or Business Agent is not available, another available employee of the Employee's choosing may attend at the employee's request.
- 7.4 The Business Agent, other Union official or Shop Steward will have the opportunity to address all new hires within the first (1st) month of employment. It is agreed that the time allotted will be not more than thirty (30) minutes and will be at a time that is convenient for the Company.

ARTICLE NO. 8 - PAYMENT CONDITIONS

- 8.1 All employees covered by this Agreement shall be paid every second week, either on a Thursday or Friday at the sole discretion of the Company, by direct deposit. The Company shall provide every employee covered by this Agreement with a separate itemized statement complete in all details in respect of all wage payments made to such employee. Such statement shall be provided to the employees electronically.
- 8.2 The Parties agree and understand that where an employee's time or pay needs to be changed, such adjustments will not be made without the employee being advised in writing.
- 8.3 If an error occurs in the payroll computation of an employee's paycheque, and the amount is equal to one (1) day's pay or more, the employee shall be entitled on request to receive the same within ten (10) business days after the request. If an employee improperly completes a timecard or pay claim, any pay so affected will be included with the next regular pay period.
- 8.4 The Company will indicate the amount deducted for Union dues, in the appropriate box on the employees' T-4 Slips.

ARTICLE NO. 9 - SENIORITY

- 9.1 Seniority shall be based on the length of service an employee has been on the payroll of the Company within this Bargaining Unit under this certification, subject to Section 7.5 of this Article.
- 9.2 All newly hired employees shall be considered as probationary employees for the sixty (60) days worked of employment or four hundred and eighty hours (480) worked or one hundred and twenty (120) calendar days or whichever comes earlier. Employees re-hired within twelve (12) months will not be required to serve the probationary period.
- 9.3 On completion of the employee's probationary employment, such employee shall be entitled to all rights and privileges of this Agreement.
- 9.4 There shall not be any responsibility on the part of the Company respecting employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. A probationary employee will have no seniority rights during the probationary period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire. The parties agree that probationary employees may be laid off, dismissed, or terminated without cause during the probationary period. The Company shall inform the employee for the reason for failing completion of his or her probation.
- 9.5 Employment shall be terminated, and an employee shall lose all seniority rights for any one or more of the following reasons:
- a) voluntarily quits;
 - b) is discharged and not reinstated through the Grievance Procedure;
 - c) is absent from work for three (3) consecutive days without a valid reason;
 - d) is laid off for more than 12 months;

- e) Fails to report for work when a notice of recall has been sent by the Employer in accordance with this Collective Agreement;
 - f) Overstays an authorised leave of absence without a valid reason, and such cessation as an employee of the Employer shall be effective on the date of scheduled return;
 - g) Uses a leave of absence in excess of the duration authorized in writing by the Company, except as permitted in accordance with Alberta Employment Standard Code;
 - h) For theft of product, cash, or property. Theft is the removal, transfer to others, or the concealment of any of the above from the ownership and or control of the Employer or any other owner of the aforementioned, without written authorization. For example, a product cannot be removed from its normal area of display or storage.
- 9.6
- a) Seniority will prevail for the purpose of shift preferential, promotions, new jobs, or vacancies within the Company, providing that the employee is qualified, but there shall be no job bumping privileges.
 - b) When a permanent vacancy occurs, for any present or new classification covered by this Agreement, a notice of the vacancy shall be posted for a period of seven (7) days. Employees shall apply in writing to fill the vacancy. This provision does not apply to temporary positions or assignments.
 - c) The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) workdays. During this trial period, the employee must demonstrate to the satisfaction of the Employer that he/she can satisfy the requirements of the work performance criteria for the job. During the trial period, an employee who fails to demonstrate the ability to perform the job shall be returned to the right to their former position, without loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.
 - d) Seniority within the classification shall prevail in the event of layoff, with the junior employee(s) being laid off first.
 - e) The Company agrees to rehire laid off Employees within classifications on a seniority basis, commencing with the last employee laid off. When recalling any employee to work after being laid off, they shall be notified by the regular method of communication used for that employee: phone, text and/or email. Where the Company is unable to reach an employee using one of these methods, notification will be by registered mail, directed to the employee's last known address, with a copy to the Union, and such employee will be allowed seven (7) days to report to work.
- 9.7 A list showing the seniority of each employee shall be compiled and kept posted on the bulletin board. This list shall be revised every six (6) months and sent to the Union. Any errors shall be reported to the Shop Steward for correction within thirty (30) days after posting of such list.

- 9.8 a) Seniority in each classification shall prevail in the event of layoff, with the junior Employee(s) being laid off first in each classification.
- b) The Company agrees to rehire laid off Employees in each classification on a seniority basis, commencing with the last Employee laid off. When recalling any Employee to work after being laid off, he/she shall be notified by the regular method of communication used for that Employee: phone, text and/or email. Where the Company is unable to reach an Employee using one of these methods; notification will be by registered mail, directed to the Employee's last known address, with a copy to the Union, and such Employee will be allowed seven (7) days to report to work.

ARTICLE NO. 10 - STATUTORY HOLIDAYS

- 10.1 a) All regular employees who have completed thirty (30) days of employment and have qualified as regular employees, shall be entitled to the following Statutory Holidays:

New Years Day	Boxing Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

In the event the Government of Alberta declares any other holiday as a Statutory Holiday, such named holiday will be added to the above list.

- b) An Active employee who has worked at least 15 of the 30 calendar days prior to a Statutory Holiday is entitled to a regular day's pay for the holiday. An Active employee who has worked fewer than 15 of the 30 days prior to the Statutory Holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).
- c) Employees who work on a Statutory Holiday will receive one and one-half (1½) times the rate earned on that day. The Company will advise the employee at least five (5) days ahead of the holiday whether the employee will be required to work the holiday, or not.
- 10.2 Regular employees shall be entitled to Statutory Holiday pay for the specified holiday, subject to the following qualifications:
- a) An employee shall not be entitled to receive pay for any Statutory Holiday where such holiday falls while the employee is on expressed Leave of Absence for any reason whatsoever, or due to sickness or compensation is excess of one (1) week.
- b) Employees absent from duty, other than for proven sickness or Company authorization, on the day before the holiday, and/or the day after the holiday, shall not be paid for the holiday.
- 10.3 In the event any of the above-mentioned holidays fall during an employee's annual vacation, the employee shall receive an extra day off with pay, added to their vacation for each holiday.

ARTICLE NO. 11 - ANNUAL VACATIONS

11.1 A common anniversary date of January 1st will be set, whereupon the employee vacation entitlement will reset on January 1st of each year. Regular employee vacation entitlement shall be prorated for the first (1st) year of eligibility and future transition years of the employee vacation.

Every regular employee is entitled to, and shall be granted, a vacation with pay as follows:

- a) Two (2) weeks' vacation with pay after the completion of each year of continuous service with the Company. Payment for such vacation shall be in the amount equal to four percent (4%) of the gross wages of the employee during the year in which the employee qualified for such vacation.
- b) Employees who have completed five (5) years of continuous service with the Company shall receive in the next succeeding year of employment, and each year thereafter, three (3) weeks' vacation, with pay in an amount equal to six percent (6%) of the gross wages of that employee during the year in which the employee qualified for such vacation.
- c) Employees who have completed ten (10) years of continuous service with the Company shall receive in the next succeeding year of employment and each year thereafter, four (4) weeks' vacation, with pay in an amount equal to eight percent (8%) of the gross wages of that employee during the year in which the employee qualified for such vacation.

11.2 Vacation pay accrued shall be paid out to the employees as follows:

- a) When an employee takes their vacation, they may, at their option, request payment 10 calendar days in advance in writing to their Manager of all or any part of the vacation pay accrued to the date of commencement of their vacation.
- b) At the end of each calendar year, all unused accrued vacation pay shall be paid out to the Employee.
- c) If an employee terminates their employment with the Company at any time during the year, they shall be paid unused accrued vacation pay to the date of their termination.

ARTICLE NO. 12 - LEAVE OF ABSENCE

12.1 An employee with twelve (12) months or more of continuous Employer service may request a Leave of Absence which shall not exceed 60 calendar days. The request, in writing, to the appropriate Manager, shall identify the date on which the leave will start, the date the employee will resume work, and the reasons for the leave. The request for a Leave of Absence will be presented at least twenty-one (21) calendar days before the leave is to commence and the employee and the Union Office shall be advised of the Employer's decision in writing. The granting of a Leave of Absence remains within the discretion of the Employer. The Leave of Absence shall be without pay and does not constitute a break in seniority or Employer service.

12.2 The Company will grant to any employee requested by the Union official, Leave of Absence, without pay, for the purpose of attending Union conventions or Union business for such period of time as may be reasonable in the circumstances, provided that such employee gives seven (7) days' notice of his desire for Leave of Absence, and that such Leave will not interfere with the efficient operation of the Company's work. Such leave requests will not be unreasonably withheld.

12.3 When an employee within the Bargaining Unit covered by this Agreement receives Leave of Absence to take a position within the Company which is beyond the sphere of the Bargaining Unit, he may retain his seniority for a maximum of one (1) year within the former unit. At the end of this period of one (1) year, the employee must exercise their seniority rights by returning to their former unit for a period of one hundred and twenty (120) days, or such shorter time as may be approved by the Union or relinquish all seniority rights.

12.4 Union Position Leave of Absence

An employee who is hired by the Local Union will be granted at an unpaid Leave of Absence from the Company for a period not to exceed three hundred and sixty-five (365) calendar days. The employee will continue to accrue seniority during such leave. At the expiration of the three hundred and sixty-five (365) calendar days, the employee must return to their former position or relinquish all seniority rights with the Company. **Not more than one employee will be authorized Union leave of absence at any one time.

12.5 Bargaining Committee

The Company recognizes the need for a Union Bargaining Committee, a portion of which consists of Bargaining Unit employees. Such employees will be permitted to attend negotiations, without loss of pay and-benefit for all sessions scheduled and attended with Management. When a bargaining unit employee is authorized to miss shifts to work on behalf of the union, the bargaining unit employee will receive pay for his or her regular scheduled hours from the company. The Company will invoice the local union once per month to be reimbursed for wages paid and the applicable benefit surcharges. The Union Bargaining Committee will consist up to two (2) Bargaining Unit employees. The Parties agree that they will notify the other in writing of the names of Committee Members with not less than 10 business days' notice. It is understood that Committee Members will be comprised of Unionized Members, who are voted on each contract renewal process through the proposal meeting, by the Membership.

ARTICLE NO. 13 - APPROVED LEAVES

13.1 Bereavement Leave

Employees who have completed their probationary period with the Company or meet the Alberta Employment Code will be entitled to request;

- a) A unpaid leave as required by the employee to ensure they are emotionally able to return to work safely.
- b) Employees will be compensated for their regular schedule hours up to eight (8) hours per day up to a maximum of three (3) regularly scheduled days for Bereavement Leave following the death of an immediate family Member.
- c) Any employee who notifies their immediate Manager following the death of a spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or grandparent of spouse, will be granted bereavement leave for three (3) calendar days, without loss of regular pay. Where an employee does not qualify under the above noted condition, bereavement leave may be granted at the discretion of the Manager. On request, any of the three (3) days may be used with respect to a celebration of life.

- d) The use of bereavement leave will be limited to a total of three (3) paid days per calendar year. The paid bereavement shall only include time lost from their regular schedule to a maximum of eight (8) hours per day.
 - e) Where an Employee is required to travel beyond two hundred (200) km from Edmonton City Limits to attend the funeral of a family Member covered in this Section, the employee may request an additional unpaid day off.
- 13.2 When arranging to return to work from an absence due to disability or illness, including WCB claim or likewise leave, the employee shall provide any required doctor's certificate to determine the work the employee is able to perform, with or without restrictions or otherwise necessary to consider accommodation when requested by the Company.
- 13.3 Employees who suffer a compensable WCB injury on the job and are not medically able to perform their remaining scheduled duties for the day, will be compensated for their missed regular scheduled hours up to eight (8) hours of pay for the day.
- 13.4 **Jury Duty**
- Any employee who is required to perform Jury Duty on a day or on days which he/she would normally have worked will be compensated as set out in the Alberta Employment Standards Act.
- Employees must advise the Company as soon as they receive notice of Jury Duty summons in order for the Company to be able to manage the situation.
- 13.5 **Single Day Off Requests**
- Employees requiring a day off, for reasons other than vacation, are required to provide the Company with a minimum of two (2) weeks' notice and such requests must be in writing and the time taken off will be unpaid. The Company will respond to such requests within forty-eight (48) hours. Any request that has not been approved or denied within this timeframe will be deemed to be approved. Employee requests made with less than two (2) weeks' notice may be considered at Management's discretion, however in an emergency situation, requests will not be unduly denied.
- 13.6 **Special Medical Leave/Days off**
- Single day off request process applies however special consideration will be given in the event of short notice due to unexpected earlier specialist appointments or emergency appointments. Evidence of appointment may be required. Such time taken off will be unpaid.
- 13.7 **Marriage Leave**
- The Company may grant, upon written request, up to five (5) consecutive unpaid days off for an employee to attend their own wedding. The Company may require the employee to provide evidence of the marriage. Reasonable requests will be approved on a case by case first come first served basis. These requests must be made with at least six (6) months' notice to be considered.

13.8 Sick Days

All regular employees who have one (1) calendar year of service or more shall thereafter be entitled to three (3) paid sick days per calendar year with an annual renewal date of the employee's date of hire.

- i. A day's pay for employees will be their normal scheduled hours and not exceed eight (8) hours pay at the regular hourly rate for the employees' classification.
- ii. It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.

An employee will be required to provide a satisfactory doctor's certificate to the Company for any absence due to illness or injury in excess of three (3) consecutive days certifying that the employee has an illness or injury which prevents the employee from performing the essential duties of their position and provides the employee's anticipated return to work date. The company shall reimburse the employee for each doctor's certificate an amount not to exceed thirty dollars \$30.00.

ARTICLE NO. 14 - GENERAL

- a) The Parties hereto recognize that all the clauses and stipulations of this Agreement are subject to the Grievance Procedure.
- b) Authorized Agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to Union contract clauses and shall in no way interrupt the Company's working schedules.
- c) The Company will provide a bulletin board for the posting of this Agreement, and for such notices as the Union may from time to time wish to post.
- d) Drip coffee will be available for all employees at no cost while working.
- e) Supervisors shall be provided with a monthly parking pass if requested.
- f) Shoe allowance: Up to one hundred dollars (\$100.00) per year reimbursement upon receipt of slip resistant shoes.
- g) Uniforms: When the Employer specifies that a specific type of uniform must be worn by the employees during working hours, then the uniform (except shoes and pants) shall be supplied and laundered by the Employer. The Employer will provide each Employee: two (2) shirts of the standard uniform per year.
- h) The Company and Union shall establish, during the term of this Agreement, a Labour/Management Committee. This Committee will be advisory in nature and will meet to discuss and recommend on matters concerning operations. Each Party will endeavour to inform the other, in advance, of the subjects that they wish to discuss at these meetings.

ARTICLE NO. 15 - DISCIPLINE AND DISMISSAL

- 15.1 An employee who has completed their probationary period will receive a copy of any written reprimand or warning letter placed on their file, with a copy to the Union in a timely manner. Such written reprimand or warning letter shall become a permanent part of the employee's work history, Subject to article 15.3.
- 15.2 All penalties and reprimands must be issued to the employee within ten (10) business days from the time the infraction(s) became known, or such penalties and reprimands shall become null and void. Extensions may be requested by the Company pending investigation and such extension shall not be unreasonably denied.
- 15.3 The Company will not discipline or discharge any employee who has completed their probationary period without just cause and, unless serious misconduct or absence without authorization, shall give at least one (1) warning notice in writing of the complaint against any such employee for discourtesy to customers, abuse of equipment, or any other cause considered sufficient by the Company. All warning letters shall be removed from the employee's file after (18) months has expired.
- 15.4 Should any discharged employee who has completed their probationary period feel that such dismissal is unjust, the employee may apply for a hearing of their case through the Grievance Procedure within five (5) days of the date of discharge. Should it be found that an error has been made, the employee shall be reinstated and reimbursed for all time lost. Such reimbursement to be less all monies otherwise earned during the period in question.

ARTICLE NO. 16 - GRIEVANCE & ARBITRATION PROCEDURE

All questions, disputes and controversies arising under this Agreement, or any supplement hereto, shall be adjusted and settled within the terms and conditions as set forth in this Agreement, in the manner provided in this Article, unless otherwise expressly provided in this Agreement.

The procedure for such adjustment and settlements applicable to an employee who has completed their probationary period shall be as follows:

All Policy Grievances and terminations shall not be subject to Steps 1 and 2 and shall immediately be moved to Step 3. All timelines referenced below may be extended by mutual agreement of the Parties.

STEP 1 - Any grievance of an employee shall first be taken up between such employee and the Supervisor, however the employee may attend with a Shop Steward, Business Agent or other available Union Member of their Choosing.

Time limit to institute a grievance -

- termination or layoff - five (5) working days, excluding weekends.
- all others - fifteen (15) working days, excluding weekends.

STEP 2 - Failing settlement under Step 1, such grievance and any question, dispute or controversy that is not of the kind that is subject to Step 1 shall be reduced to writing and referred to and taken up between another Bargaining Representative of the Union, or Shop Steward, and the Company within thirty (30) days of the occurrence of the grievance. The written grievance shall state specific nature of the occurrence giving rise to the grievance, the Sections of the Agreement claimed to have been violated, and relief sought.

STEP 3 - Failing settlement under Step 2, the matter will be taken up between the Secretary-Treasurer and/or up to two (2) other Union Bargaining Representatives selected by the Union, and the Employee & Labour Relations Manager/Director and/or the General Manager or other Company Representatives authorized by the Company.

STEP 4 - Failing settlement under Step 3, the matter will be referred to an agreed-upon neutral Arbitrator who will meet with the Parties to hear both sides of the case. Failing to agree upon a neutral Arbitrator, Labour Relations Board will be requested to appoint a neutral Arbitrator. The Arbitrator will not have the power to amend or change the Collective Agreement. The Arbitrator's decision will be final and binding. The cost of the Arbitrator will be borne equally by the Union and the Company.

16.1 If either the Company or the Union desires to submit a grievance against the other, it will do so in writing directed to the other Party. Such grievance must be filed within fifteen (15) calendar days from the occurrence giving rise to the grievance. The notice of grievance shall state the specific nature of the occurrence giving rise to the grievance, the Section or Sections of the Agreement claimed to have been violated, and the relief sought. The Union and the Company shall meet within five (5) days of receipt of notice of the grievance. If no satisfactory solution is reached at this meeting, then the grievance may be referred as hereinbefore provided. It is agreed that the Company and Union may extend these timelines upon mutual agreement.

16.2 The right of the Union to submit a grievance shall be limited to those circumstances that cannot be properly handled by a specific employee or group of employees.

ARTICLE NO. 17 - UNION CONTROVERSY

Employees shall make a good faith effort to perform their duties where a labour dispute exists. If the employee is unable to safely cross a picket line or perform duties, the employee shall contact the Dispatcher. It shall not be a violation of this Agreement, or cause for discharge of any employee in the performance of their duties, to refuse to cross a picket line, if the steps listed above have been followed.

ARTICLE NO. 18 - HEALTH AND SAFETY

The Employer and the Union recognize the right of employees to work in a harassment free environment and are committed to providing a workplace that is supportive of the dignity, self-esteem and contribution of all employees.

ARTICLE NO. 19 - HEALTH AND DENTAL PLAN

The Company will make the Dana Hospitality LP Employee Hourly Benefit Plan available for its regular employees who regularly work over twenty (20) hours per week and are Members of the Union and their eligible dependents coming under the jurisdiction of this Agreement.

Any regular employee who is hired by the Employer after the effective date of the Health & Dental Plan shall join the plan on the first (1st) day of the month immediately following ninety (90) calendar days from date of employment with the Employer.

The cost of the Plan shall be shared between the Company and the employee, seventy-five percent (75%) Covered by the Company and twenty-five percent (25%) covered by the employee.

It shall then be the responsibility of the employee to cause such forms to be filled out, and completed by the employee's doctor, so that they can be processed in order.

It will be the responsibility of the Company to ensure that all employees are enrolled in the Health and Welfare Plan, and for making premium remittances on their behalf.

The Employer has the right to change benefits provider, from time to time and at its discretion, while ensuring that the benefits provided remain consistent and are no less than what was already in place.

ARTICLE NO. 20 - TEAMSTERS UNION/INDUSTRY ADVANCEMENT FUND

- a) The Teamsters Union/Industry Advance Fund shall be for the enhancement of all persons dependent upon any industry represented by the Teamsters Union.
- b) The Employer shall make contributions of five cents (\$0.05) per regular hour worked for each employee covered by this Collective Agreement.
- c) Payment of said funds shall be made to the Teamsters Union/Industry Advance Fund by the fifteenth (15th) of the month following that to which they refer.
- d) This payment will be independent and separate from any other payment made to the Teamsters Union.

ARTICLE NO. 22 - EFFECTIVE DATE and DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of the first (1st) day of May 2024 and continue in effect until the thirtieth (30th) day of April 2026, and from year to year thereafter until terminated by either Party giving the other Party ninety (90) days' notice in writing, prior to the thirtieth (30th) day of April 2026.

Signed this 31st day of May, 2024 in the City of Sherwood Park, Alberta.

ON BEHALF OF THE EMPLOYER:

Dana Hospitality LP



Michael Beaver
Vice President of Operations



Yazan Kanaan, Chief Negotiator
BC - Alberta - Saskatchewan

ON BEHALF OF THE LOCAL UNION:

General Teamsters, Local Union No. 362



Gary Hulewski, Business Agent



Matt Hillier, Business Agent