

# **COLLECTIVE AGREEMENT**

**Between**

**CLS CATERING SERVICES LTD.**

(Hereinafter called the "Company")

**And**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-Canada)**

(Hereinafter called the "Union")

**And its Local**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-Canada) Local 2002**

(Also hereinafter called the "Union")

**Effective May 1, 2011 – April 30, 2014**

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## **ARTICLE 1 - PURPOSE OF THE AGREEMENT**

### **1.01 PURPOSE**

The purpose of this Agreement is to set forth specific conditions of employment which exists between the parties. It is intended to promote a harmonious relationship between the employer and the employees. To achieve this purpose the parties agree that the rules set forth herein shall take precedence over any conflicting Company rules. Further, it recognizes that a peaceful settlement of all disagreements arising out of its application shall take place in accordance with the grievance or arbitration procedures as set out herein.

All CLS employees will be governed by a generic obligation to work safely, and to maintain a high standard of quality and hygiene. In addition, all parties understand the importance of workplace cooperation among staff and management personnel and that each employee has a role in the performance and success of the Company.

### **1.02 DEFINITIONS**

#### **1.02.01 Base**

Means an area comprised of a radius of eighty (80) kilometres in any direction from the main post office of the principal city or town in an area where the Company is operating a catering service (e.g., Vancouver).

#### **1.02.02 Calendar Quarter**

First Quarter	- January, February, March
Second Quarter	- April, May, June
Third Quarter	- July, August, September
Fourth Quarter	- October, November, December

#### **1.02.03 Calendar Week**

Shall mean that period between midnight on Sunday and midnight on the immediately following Sunday.

#### **1.02.04 Casual Worker**

Means a person who is employed by the Company on an intermittent hourly basis due to the varying work loads, or to replace an employee during their temporary absence.

1.02.05     Company

Shall mean CLS Catering Services Limited as represented through its officers, managers and designated management personnel at various levels.

1.02.06     Emergent Situation

Means a situation which calls for immediate action which could not be reasonably predicted nor pre-planned.

1.02.07     Employee

Means any person employed by the Company on a full-time basis who performs the duties of a classification covered by this Agreement.

1.02.08     Personnel

Means persons in the employ of the Company who do not perform any of the duties of the classification covered by this Agreement.

1.02.09     Requirements of the Service

Means a situation which calls for immediate action which could not be reasonably predicted nor pre-planned.

1.02.10     Shift Schedule

Shall mean a projection of all Employees' shifts at a base with regard to days worked and days off. It shall delineate the hours scheduled to work on a working day including meal and rest periods.

1.02.11     Shift

Means a period of time within a day, as described in a shift schedule, for which an Employee is required to be present.

1.02.11.01     A day shift shall be any shift which starts between the hours of 0700 hours and 1159 hours inclusive.

1.02.11.02     An afternoon shift shall be any shift which starts between the hours of 1200 hours and 1959 hours inclusive.

1.02.11.03     A night shift shall be any shift which starts between the hours of 2000 hours and 0559 hours or ends between the hours of 0001 hours and 0559 hours.

1.02.11.04     A morning shift shall be any shift which starts between the hours of 0600 hours and 0659 hours inclusive.

1.02.12      Sub-Schedule

Shall mean a subdivision of a shift schedule by a group of Employees within a classification in a base.

1.02.13      Union

Means the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) and its Local 2002 as represented through officers and appointed Representatives or the delegated alternate of each office and Representatives.

1.02.14      Work Area

Shall mean an area within a department (e.g. Cold Kitchen, Hot Kitchen, Bake Shop, Warewash, Bond Room).

**ARTICLE 2 - UNION RECOGNITION**

- 2.01**      The Company recognizes the Union as the sole bargaining agent for those people who perform the duties described in Article 4.
- 2.02**      Persons not covered by this Agreement shall not be permitted to perform duties of covered classifications. For the purpose of orientation, training, experimentation, presentations and emergent situations dictated by service, Management Personnel may perform duties covered in Article 4.
- 2.03**      All present Employees must maintain membership in the Union as a condition of continued employment. All new Employees must become members of the Union within thirty (30) calendar days of employment and they must maintain Union membership in good standing as a condition of continued employment.
- 2.04**      It shall not be a breach of this Agreement nor cause for discipline if an Employee(s) respects a picket line assembled at or around his place of work. It is understood that the Employee must advise the Company of his whereabouts and return to work as soon as practical on withdrawal of the pickets, or on determination of their picketing being unlawful.

**ARTICLE 3 - RESERVATIONS OF MANAGEMENT**

- 3.01**      The Company has the right to control and direct the working force in all matters that are not in conflict with the specific terms of this Agreement or applicable government regulations and/or statutes. Such control and direction may be exercised through the use of manuals, bulletins and written or oral instructions properly issued by authorized Company

Personnel. It shall include, but shall not be limited to, the right to hire, promote, demote, discipline, and/or discharge for cause, transfer and/or relocate and to determine the size of the working force in each classification.

- 3.02** The Union and its representatives recognize Management's obligation to operate the business in an efficient and orderly manner, subject always to the terms of this Agreement, and will not encourage or support work habits that violate such obligations. The foregoing does not detract from the Union's right to represent its members individually or collectively according to its obligations.

#### **ARTICLE 4 - SCOPE OF AGREEMENT**

##### **4.01**

- 4.01.01 Within the territorial limits of British Columbia, any person who performs the work as defined in the following classifications is covered by this Agreement.

##### **4.02 BAKER**

###### **4.02.01 General Baker**

Comprises all those who regularly portion and mix ingredients prior to baking, including the control of foods and temperature during the baking, process and perform other related duties within the Bake Shop area.

###### **4.02.02 First Baker**

Will be expected to lead and direct all employees involved in the production of food and comprises all those who in addition to performing General Baker duties have the responsibility to accomplish the special baking needs of the operation including instructing other Employees assigned to the Bake Shop area and the recording and maintenance of inventory, to the extent presently performed in the Bake Shop area.

###### **4.02.03 Apprentice Baker**

Comprises all those who have been awarded the position in accordance with Article 12.01.01 and who regularly perform a variety of related duties within the Bake Shop area, which shall include reasonable opportunity to become thoroughly familiar with the duties of a General Baker. The Company will not schedule an Apprentice Baker to perform General Baker duties unless at least one General Baker or one First Baker is present during the same period.

## **4.03 COOK**

### **4.03.01 General Cook**

Comprises all those who regularly prepare and cook food including the control of foods and temperature during the cooking process, meat cutting, portioning, limited clean-up and other related duties within the Cooking area.

### **4.03.02 First Cook**

Will be expected to lead and direct all employees involved in the production of food and comprises all those who in addition to performing General Cook duties have the responsibility to accomplish the special cooking needs of the operation including instructing other Employees assigned to the Cooking area and the recording and maintenance of inventory, to the extent presently performed in the Cooking area.

### **4.03.03 Apprentice Cook**

Comprises all those who have been awarded the position in accordance with Article 12.01.01 and who regularly perform a variety of related duties within the Cooking area, which shall include reasonable opportunity to become thoroughly familiar with the duties of General Cook. The Company will not assign an Apprentice Cook to perform General Cook duties unless at least one General Cook or one First Cook is present during the same period.

## **4.04 PRODUCTION ASSISTANT**

Comprises all those who perform the duties within the following work areas: Assembly (which will include Staff Cafeteria duties), Baking, Cooking, Cutlery and Wares Wash; however, Production Assistants shall not be involved in the actual baking and/or cooking processes. Reassignment within the shift is permitted to meet operational requirements. Where possible such reassignment will be done in seniority order.

Note: Staff Cafeteria duties will be assigned on shifts from 0730-2330, seven (7) days per week and will indicate designated times which will allow sufficient time to perform the duties. (Included into Article 20.03.02)

## **4.05 PRODUCTION COORDINATOR**

Comprises all those who, in addition to regularly performing Production Assistant duties, control and direct the work within the Assembly and Service work areas. In the performance of these duties they can assist with the loading of trolleys, operate computer and communication equipment to the extent necessary to determine the daily production required; coordinate with those responsible in Cooking and Baking areas

for the purpose of meeting required production; complete final checks of production on a per flight basis including special meal requirements; complete production and airline equipment inventory records and documents related to the foregoing; as well as other related duties. Production Coordinator Employees will not perform any Management functions; however, in the absence of Management, they will be permitted to communicate directives obtained from Management.

#### **4.06 OPERATIONS ASSISTANT/PORTER**

Employees perform heavy clean up jobs on kitchen equipment, operation of trolley machine and regular clean up of storage areas; clean up of workplace (inside and out); transport such goods to the allocated storage area, transport heavy items such as canned goods, flour, sugar, refuse, etc. within the kitchen.

Note: OA Porters catching in Warewash area at the time of ratification will have grandfather rights to bidding shifts for the duration of the Collective Agreement.

#### **4.07 DRIVER'S HELPER**

Driver helper will assist High-lift Vehicle Drivers with the loading and off-loading of galleys and supplies at the aircraft and the Company Flight Kitchen. When not assigned to assist High Lift Vehicle Drivers, Driver's Helpers will be assigned other tasks within the operation including heavy clean up jobs on equipment, vehicles, and inside/outside the workplace, miscellaneous pick up and delivery by van, receive incoming goods at the Flight Kitchen and complete related documents.

#### **4.08 GALLEY/BOND ATTENDANT**

Galley/Bond Attendant will be responsible for assembly of inflight service equipment and supplies, etc. in accordance with the Airline packing book; preparing and assembly of Airline bars, clean up of individual work areas, maintaining accurate records and other related duties as assigned.

#### **4.09 LEAD**

The position of Lead may be created in any classification. Once the position has been established, the Company will post the position and fill it in accordance with Article 12. Once established the position will be filled for the duration of the shift schedule unless there is a significant change in business activity and subject to a qualified person bidding. Employee(s) awarded such position(s) will lead and direct the work within the classification in work areas assigned by Management, however, they will not perform any Management functions. Such Employee(s) will be paid the highest rate in the classification plus one dollar (\$1.00) per hour.

#### **4.10 HIGH-LIFT VEHICLE DRIVER**

Comprises all those Employees who, in addition to operating high-lift vehicles for the purpose of loading and off-loading galleys and supplies at the aircraft and Company Flight Kitchens shall assist with the off loading and organizing of the inbound equipment and shall ensure the vehicles are serviced to keep them in a clean and operative condition and keep their work area clean. In addition, a High-lift Vehicle Driver may be assigned to perform duties in cold holding, pick up and delivery by vans and duties in the Bond Room and/or Galley Building.

Note: The Company recognises the past practice of Drivers giving priority to tasks related to their job will continue.

#### **4.11 CUSTOMER SERVICE COORDINATOR**

The Customer Service Coordinator will be one of the primary contacts between CLS and its customers for all day to day operational matters. CSC's will lead and direct all employees directly involved in provisioning the aircraft and will be responsible for all aspects associated with the catering of an aircraft, including coordination of bulk supplies, commissary and equipment services for specific customers. In the performance of these duties, they will operate computer and communication equipment and are responsible to ensure that the catering requirements and standards for flights are met. In addition to his/her regular duties the Customer Service Coordinator may be assigned to work in the cold holding room. In addition to the above CSC's will be responsible for managing customer inventory levels including packing of equipment, inventory records, and shipping, maintain data base for meal order projections/trends, as well as provide meal counts to production.

CSC's will not be assigned as a Driver's Helper when performing the CSC function on an aircraft.

Customer Service Coordinators may be assigned to work in any area of the Flight Kitchen for training purposes.

#### **4.12 STOREMAN/RECEIVER**

Receive incoming food stuff and check quality and quantity of these products, maintains the storage, security, rotation and issue of such foods in an appropriate manner. Organizes and keeps the storeroom in an orderly and hygienic manner.

#### **4.13 BUILDING MAINTENANCE COORDINATOR**

Comprises all those who perform cleaning, maintenance, emergency service and minor repairs (e.g. replacement of broken parts) of company property and internal and external building equipment.



#### 4.14 NEW CLASSIFICATIONS

The Company and the Union may, by mutual agreement, combine any of the classifications described in this Article 4 or create new classifications. In this event, either party may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classifications, unless the change occurs within ninety (90) days prior to the termination of this Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.

#### **ARTICLE 5 - RATES OF PAY AND PREMIUMS**

- 5.01** Employees who perform the duties of classifications listed herein below will be paid an hourly rate based on the standard work week, and in accordance with the following:

		Current May 1/10	Effective Upon Ratification (4% Reduction)	Effective May 1,/11 (No change)	Effective May 1,/12 (4% Increase)	Effective May 1/13 (3% Increase)
5.01.01	<b><u>First Cook/Baker</u></b>					
	After 36 months	19.73	18.97	18.97	19.73	20.32
	After 24 months	19.13	18.40	18.40	19.14	19.71
	After 12 months	18.64	17.92	17.92	18.64	19.20
	Start	18.14	17.45	17.45	18.15	18.69
	<b><u>General Cook/Baker</u></b>					
	After 36 months	18.13	17.44	17.44	18.14	18.68
	After 24 months	17.37	16.70	16.70	17.37	17.89
	After 12 months	16.83	16.18	16.18	16.83	17.33
	Start	16.52	15.89	15.89	16.53	17.03
5.01.02	<b><u>Production Assistant</u></b>					
	After 36 months	17.11	16.45	16.45	17.11	17.62
	After 24 months	16.52	15.89	15.89	16.53	17.03
	After 12 months	15.92	15.30	15.30	15.91	16.39
	Start	15.31	14.72	14.72	15.31	15.77
	<b><u>Production Coordinator</u></b>					
	After 36 months	18.50	17.79	17.79	18.50	19.06
	After 24 months	17.98	17.28	17.28	17.97	18.51
	After 12 months	17.42	16.75	16.75	17.42	17.94
	Start	16.88	16.23	16.23	16.88	17.39



		Current May 1/10	Effective Upon Ratification (4% Reduction)	Effective May 1,/11 (No change)	Effective May 1,/12 (4% Increase)	Effective May 1/13 (3% Increase)
5.01.04	<b><u>Operations Assistant/Porter</u></b>					
	After 36 months	17.11	16.45	16.45	17.11	17.62
	After 24 months	16.52	15.89	15.89	16.53	17.03
	After 12 months	15.92	15.30	15.30	15.91	16.39
	Start	15.31	14.72	14.72	15.31	15.77
5.01.05	<b><u>High Lift Vehicle Driver</u></b>					
	After 36 months	18.50	17.79	17.79	18.50	19.06
	After 24 months	17.98	17.28	17.28	17.97	18.51
	After 12 months	17.42	16.75	16.75	17.42	17.94
	Start	16.88	16.23	16.23	16.88	17.39
5.01.06	<b><u>Customer Service Coordinator</u></b>					
	After 36 months	19.73	18.97	18.97	19.73	20.32
	After 24 months	18.70	17.98	17.98	18.70	19.26
	After 12 months	17.56	16.88	16.88	17.56	18.09
	Start	16.88	16.23	16.23	16.88	17.39
5.01.07	<b><u>Storeman / Receiver / Building Maintenance Coordinator</u></b>					
	After 36 months	18.50	17.79	17.79	18.50	19.06
	After 24 months	17.98	17.28	17.28	17.97	18.51
	After 12 months	17.42	16.75	16.75	17.42	17.94
	Start	16.88	16.23	16.23	16.88	17.39
5.01.08	<b><u>Casual in PA/OA/Porter</u></b>					
	2500 hours	13.36	12.85	12.85	13.36	13.76
	1975 hours	13.19	12.69	12.69	13.20	13.60
	1500 hours	12.67	12.18	12.18	12.67	13.05
	975 hours	12.16	11.69	11.69	12.16	12.52
	Start	11.33	10.89	10.89	11.33	11.67

## 5.01.09 COST OF LIVING ALLOWANCE

Effective May 1, 2005 and thereafter, each employee shall receive a cost of living allowance as set forth in this section.

The amount of cost of living adjustment (COLA) shall be determined in accordance with changes in the Consumer Price Index of the base 2002 = 100, hereinafter referred to as the "2002 Consumer Price Index" or "2002 CPI".

In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest .1 index point, i.e. .05 or greater rounded upward and less than the .05 rounded downwards.

### **Effective Date of Adjustment**

First pay period beginning on or after.

Effective August 1, 2008 and at three calendar month intervals thereafter last payment to be made February 1, 2011 for total of 11 payments.

Based upon Three Month Average of the 2002 CPI from April 2008, May 2008, June 2008, and at three calendar month intervals thereafter.

One cent (\$.01) adjustments in the cost of living shall become payable for each 0.0656 change in the Consumer Price Index.

For purposes of this Collective Agreement, any paid COLA shall be treated as if it were incorporated into the base rate.

In the event Statistics Canada ceases monthly publication of the Consumer Price Index, or changes the form or the basis of calculating the Index, the parties agree to ask Statistics Canada to make available, for the life of the Agreement, a monthly index in its present form and calculated on the same basis as the Index for January 1990.

The definition of employee, for the purpose of Cost of Living Allowance, shall also include casual workers.

From May 1, 2008 up to and including April 30, 2008, fifty percent (50%) of the money generated from COLA will be diverted to pay costs related to employee benefits outlined in Article 21.01, 21.02 and 21.03. For the life of this Agreement COLA will be paid out as a 'float' and will not be added to the base rates.

(The current Agreement refers to 1986 CPI. This may be changed to 2002 once the calculations are compared.)

## **5.02 SCHEDULED ADVANCEMENT**

- 5.02.01 Scheduled advancement within the salary scale for each classification will be granted upon completion of the appropriate period as specified in Article 5.01 and sequel. Progression from Apprentice to General in the classification of Cook or Baker will be automatic on successful completion of the applicable approved Apprentice Program, or its equivalent. Where the continuous service of an Apprentice Baker or Apprentice Cook is interrupted due to layoff, transfer, Off-Duty Status, etc., the Employee will

receive credit for pay purposes at the rate of nine hundred and seventy-five (975) hours of past service equal to six (6) months.

- 5.02.02 A permanent employee who accepts a position in a higher rated classification will be placed on the step which provides a minimum of a \$0.25 per hour increase or will be placed on the twelve (12) month step.

### **5.03 RECLASSIFICATION**

- 5.03.01 With the exception of temporary assignments, employees who are permanently reclassified to higher rated jobs within the Agreement shall not lose pay as a result and shall be placed on the higher rated scale at the lowest step that provides an equal or greater rate of pay than their existing rate. Employees will move to this scale upon starting the job and shall move up the scale at the stated increments. Employees who are returned to their previous classification in accordance with Article 12.04 shall be deemed to have been continuously employed in that previous classification during the qualifying period.

- 5.03.02 Employees who are reclassified to lower paying classification, shall be placed on the scale for their new classification at the level nearest to their previous rate and shall move up the scale at the stated increments. Employees who are returned to their previous classification in accordance with Article 12.04 shall be deemed to have been continuously employed in that previous classification during the qualifying period.

- 5.03.03 Where a General Cook is used to replace a First Cook, they will be paid the First Cooks rate. The time accumulated in such temporary upgrades will not necessarily qualify General Cooks as successful applicants under formal posting for the position of First Cook.

### **5.04 SHIFT PREMIUMS**

- 5.04.01 The following shift premiums will be paid for all hours worked on morning, afternoon and night shifts:

Morning Shift	Fifteen cents (15¢) per hour
Afternoon Shift	Thirty-five cents (35¢) per hour
Night Shift	Sixty cents (60¢) per hour

- 5.04.02 Shift premium shall not be considered as part of the basic pay for the purpose of calculating General Holidays, overtime and recall pay.
- 5.04.03 The shift premium applicable to the overtime period worked shall be based on the start of the shift or the start of the overtime, whichever is the greater premium. The shift premium applicable to recall shall be based on the commencement of the recall period.

## **5.05 LONGEVITY PREMIUM**

Employees will receive longevity pay as follows:

After completion of ten (10) years of service: ten cents (10¢) per hour. The longevity pay will become effective with the beginning of the pay period following completion of ten (10) years of service, as applicable in all classifications.

## **5.06 FIRST AID PREMIUM**

- 5.06.01 The Company will ensure, where possible, there is a First Aid Attendant on each shift and pay thirty five dollars (\$35) per month to each qualified employee who possesses a first aid certificate and who successfully bids for a First Aid Attendant position in addition to his/her normal work. Where required the Company will ensure an Industrial First Aid Attendant is on duty and pay fifty (\$50) per month to the qualified employee who successfully bids for this position.

## **5.07 TEMPORARY ASSIGNMENT PREMIUM**

- 5.07.01 Employees who accept a temporary assignment to perform the duties of a higher rated classification will be paid as follows:
- a) Four (4) hours or less shall be placed on the higher rated scale at a step which provides a minimum of a twenty five cents (\$0.25) per hour increase or will be placed on the twelve (12) month step for the time worked.
  - b) More than four (4) hours will receive pay at the scale at the step which provides a minimum of twenty five cents (\$0.25) per hour increase or will be placed on the twelve (12) month step for the full shift.
  - c) Where an employee is re-assigned to a classification from which they have been laid off they will be paid at the rate they were earning at the time of lay off or as outlined above, whichever is greater.
- 5.07.02 Employees who accept a temporary appointment to a lower rated job shall continue to receive his/her regular rate of pay for all time worked.

## **5.08 RECOVERY OF ERRORS IN PAY**

- 5.08.01 When an error in pay is discovered, the Company and the Employee shall be limited to recovery of the amount of the error which occurred during the twelve (12) calendar month period prior to the discovery. When the Employee is required to make restitution, he shall be advised in writing, in advance. The rate of deductions shall be set at six (6) equal monthly payments with a minimum of ten dollars (\$10) or such larger amounts as requested by the Employee.

## **5.09 PAY DAYS**

- 5.09.01 Employee will be paid by cheque every alternate Wednesday and provided with a statement of deductions made therefrom. It is understood that a reasonable hold-back of wages is necessary; however, such monies withheld will be paid promptly at the time of termination.

## **ARTICLE 6 - HOURS OF WORK AND SCHEDULING**

- 6.01 Except as otherwise provided in the Article, the standard work week shall be thirty-seven and one-half (37-1/2) hours.

- 6.02 The standard work day on any shift shall be eight (8) consecutive hours, with seven and one half (7-1/2) hours pay therefore.

- 6.02.01 All shifts will include two (2) paid rest periods of fifteen (15) minutes each.

- 6.02.02 All shifts will include one (1) meal period of thirty (30) minutes.

### **6.03 SHIFT SCHEDULES**

- 6.03.01 The Company agrees to a full shift bid including all classifications twice each year (i.e. May/June and October/November) to coincide with the airlines' major schedule changes. To satisfy the operational requirements of the Company and recognizing the desires of the Employee group, the Company and Union agree to cooperate in establishing shift schedules which meet these needs.

- 6.03.02 At least thirty (30) days prior to the implementation of the shift schedule, the Company will determine the staffing requirements and will review those requirements and the proposed shift schedules, by classification, and/or work area with the Union Scheduling Committee which will be comprised of three (3) employees selected by the Union. The Union may propose an alternate schedule including different shift types, e.g. four (4) days on/three (3) days off. Should the Union's schedule meet the Company's requirements and does not incur any additional costs it will be implemented. Failing a suitable alternative, the Company schedule will be implemented.

The Shift Committee will be given reasonable time to develop the shift without loss of pay.

In order to maximize the number of full time jobs, where possible, PA shifts between Operations and Production may be combined.

The shifts developed will have two (2) consecutive rest days, keep different start times to a minimum and provide twelve (12) hours between shifts.

The requirement for two (2) consecutive rest days will not apply during the execution of a shift change.

In the application of Article 6.03 and 6.05, the following ratio of days off vs. days worked will be equivalent to the standard work week.

Up to and including seven and one-half (7-1/2) paid hours requires two-sevenths (2/7) of the total number of days in the shift schedule as days off.

More than seven and one-half (7-1/2) paid hours up to and including eight (8) paid hours requires one-third (1/3) of the total number of days in the shift schedule as days off.

More than eight (8) paid hours up to and including eight and one-half (8-1/2) paid hours requires three-eighths (3/8) of the total number of days in the shift schedule as days off.

More than eight and one-half (8-1/2) paid hours up to and including nine and one-half (9-1/2) paid hours requires three sevenths (3/7) of the total number of days in the shift schedule as days off.

#### **6.04 SHIFT BID**

Shift schedules will state the start/stop times, days off and the work area(s) and planned job tasks on each shift.

Employees will bid shifts in seniority order. The shift bid will be conducted at least fourteen (14) days prior to implementation of the new schedule. The bid will be done jointly with a management individual and a representative from the local Union. Each employee will be given a bid time. The bidding process will be completed as soon as possible.

Employees who will be absent at the time of shift bid may leave a memo with the Company, copied to the Union, advising the shift(s) they wish to bid. If they have not done so they will be assigned a shift closest to the shift they held on the previous shift.

Where more than one CSC works on one airline, the CSC's within that airline will bid the shifts available for that airlines.

An employee on a leave of absence will be entitled to bid a shift if he/she has a return to work date that is within thirty (30) days of the commencement of the shift. If he/she does not return within thirty (30) days his/her shift will be rebid and he/she will not be permitted to bid a shift until he/she returns to work.

**6.05** No Employee shall be adversely affected as to pay or time off (based on the standard work week) when shift schedule changes are initiated by the Company. The Company will compute such affect for the period of time the shift schedule was in effect and will credit the Employee at straight time for all time gained as a result of the change.

**6.06** It is recognized that the company may change task assignments in order to accommodate operational needs. Where the outcome of the shift bid results in ongoing operational problems, the parties will meet to discuss alternative arrangements which are consistent with the operational requirements of the Company.

### **6.07 VACATION RELIEF**

The Company will establish full time permanent positions in accordance with 14.03.01.

Relief Shifts will be included as part of the shift schedule and indicate a base shift which they will only work when there is no relief requirement to cover. Job tasks will be assigned based on operational requirements. Relief shifts will be bid in accordance with this Article.

Relief employees will be provided with minimum of a four (4) week shift schedule which will be posted at least two (2) weeks prior to implementation. Permanent employees will be required to meet the obligation of four weeks notice under Article 14.11. It is recognized that at the period of shift changeover, it may not be possible to issue a relief schedule two (2) weeks in advance, however, every effort will be made to issue a shift schedule as soon as possible after the shift bid has been completed.

As much as possible relief assignments will match the schedule of the employee they are replacing. However, Relief Employees may replace different employees on different days of the week.

Where there is no vacation to be covered Relief Employees may be utilized to cover other absences (e.g. WCB, STD/LTD, maternity leave, union time off etc.).

Relief assignments within a classification will be filled taking into account in by seniority except where the relief employee does not possess the necessary qualifications.

Relief employees will not be utilized to cover a vacant shift or to provide additional operational coverage.

Issues which arise from the implementation of this Article will be resolved between the Company and Union.



## **6.08 FLIGHT SCHEDULE CHANGES**

Once the shift schedule is bid the Company will not change an employee's shift except when there is a flight schedule change or a change to the requirements for non-airline work, which results in a change to the shift schedule. The Company will solicit volunteers and if insufficient volunteers may temporarily assign a qualified employee to such shift for up to forty five (45) days provided at least forty-eight (48) hours notice is given to the affected employee. Where such notice is not given overtime rates will apply. The shift will be assigned considering seniority and minimum disruption to employee's shift schedule (i.e. the employee whose shift is closest to the new shift time with the same days off).

When the flight schedule change results in a significant number of shifts being altered or is for a period of more than forty five (45) days, the shifts within the affected classification will be rebid. In the case of Production Assistants the shift will be rebid by department, i.e. Production (which includes Hot Kitchen, Cold Kitchen, Bake Shop, Starbucks) or Operations (which includes Wares Wash, Assembly).

## **6.09 VACANT SHIFTS**

When a full-time shift becomes available between shift bids either by an employee vacating the position or by an employee taking a leave of absence until the next shift bid, the shift will be offered in the following order:

- a) The shift will first be offered in seniority order to permanent employees within the classification who did not have the opportunity to bid for the available shift as well as the new employee coming into the classification.
- b) There will be no more than two (2) backfills by permanent employees prior to vacant shifts being awarded to casual.

6.10 Full-time employees will not have their shifts or duties reassigned while their shifts and/or duties are covered by casual employees.

## **6.11 SHIFT TRADES**

6.11.01 Management will not unreasonably withhold permission for Employees to trade shifts or for one Employee to arrange for another Employee to work his shift, provided that such arrangements are requested in writing as far in advance as possible. When arranging shift trades Employees must ensure that the Employee who will be covering the shift is qualified to the satisfaction of the Company, to perform the work. All overtime credits, holiday credits, debits and shift premiums will be applied to the Employee who assumes the shift; all recall credits will be credited to the Employee who works the recall.



6.11.02 Whenever possible, shift trades will be paid back within thirty (30) days.

## **6.12 MEAL PERIODS**

6.12.01 A meal period of thirty (30) minutes in duration will be scheduled within one and one-half (1-1/2) hours of the mid-point of each shift unless otherwise scheduled by mutual agreement between the Manager and a majority of the Employees concerned. During the development of the shift schedule, the Company will provide the Union with at least three (3) periods during the aforementioned three (3) hour period and the Union will select, from the periods available the period(s) during when the meal period will be scheduled.

6.12.02 It is recognized that occasionally, due to the requirements of the service the Employee will be unable to take the meal period at the scheduled time. In such cases, the meal period will be taken at a time available during the period provided for in Article 6.08.01. If this is not possible, the Employee may elect to take the meal period at some other time mutually agreeable to the Company and the Employee during the balance of his scheduled shift or may elect to forego the meal period and be credited with an additional overtime of thirty (30) minutes at the applicable overtime rate in lieu thereof.

6.12.03 An Employee who works more than two (2) hours overtime in conjunction with his shift will be entitled to an additional meal period of thirty (30) minutes which will be considered as time worked and credited at the applicable overtime rate.

6.12.04 Employees who work overtime after having left a shift will be entitled to a meal period after completion of four (4) hours worked.

6.12.05 Employees who work a recall will be entitled to a meal period for each recall of more than four (4) hours and up to seven and one-half (7-1/2) hours in accordance with Article 6.08.03 thereafter.

6.12.06 Any meal period not taken under the provisions of Articles 6.08.03, 6.08.04 or 6.08.05 will be credited at the applicable overtime or recall rate.

## **6.13 REST PERIODS**

6.13.01 Rest periods will be of fifteen (15) minutes duration to be taken on Company time away from the job.

6.13.02  
a) Two rest periods will be scheduled in each shift. A rest period will be scheduled in each half of the shift but not in conjunction with the meal period nor the start or termination of the shift and it will be scheduled in such a manner as to provide the benefit for which it is intended.

- b) Regular permanent employees working a 7 1/2 hour shift will be given the opportunity, where possible and by a majority decision, to work through one or all of their rest periods, excluding the mid shift meal break. The duration of their normal shift will be reduced by the break time(s). Where employees decide to work through both rest period they shall receive an additional fifteen (15) minutes pay for each shift worked.

Such arrangements will be adopted in consultation with the Union and once commenced will be withdrawn only after a three month trial period, and only a majority basis. Thereafter may be withdrawn at any time on a majority basis or by the employer.

- 6.13.03 In the event that an Employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hour following the originally scheduled commencement. If this is not possible, the Employee may elect to have the rest period rescheduled at some other time during the balance of the shift agreeable to the Company or forego the rest period and claim an overtime credit at the applicable overtime rate in lieu thereof.
- 6.13.04 Where it is anticipated that an Employee will be working two (2) hours or more consecutive with his shift, he will be entitled to a rest immediately following completion of his scheduled shift. Employees will be entitled to an additional rest period in each subsequent four (4) hour overtime period worked. The aforementioned rest periods will be considered as time worked and credited at the applicable overtime rate.
- 6.13.05 Employees who work overtime after having left a shift will be entitled to a rest period in each period of up to four (4) hours which will be considered as time worked and credited at the applicable overtime rate.
- 6.13.06 Employees who work a recall will be entitled to a rest period in each four (4) hour period during the first seven and one-half (7-1/2) hours worked and in accordance with Article 6.09.04 thereafter. Such rest periods will be considered as time worked and credited at the applicable recall rate.
- 6.13.07 Any rest period not taken under the provisions of Articles 6.09.04, 6.09.05 or 6.09.06 will be credited at the applicable overtime or recall rate.

## **ARTICLE 7 - OVERTIME AND RECALL**

- 7.01 All overtime shall be authorized by Management Personnel.
- 7.02 Overtime or recall will be offered in seniority order to Employees within the classification who have indicated interest in working overtime. Failing the fulfilment of overtime or recall requirements, it will be assigned to qualified Employees in inverse order of seniority.

**7.02.01** Overtime will first be offered in seniority order to Employees in the classification at the base who are already working, or who are scheduled to work on the day when the overtime requirement exists, and who have indicated interest in working overtime. If unable to satisfy the overtime requirement with volunteers, it may be assigned in inverse order of seniority or offered as a recall.

Overtime in the PA classification which is anticipated to be two (2) hours or less will first be offered to employees in the department, Operation or Production. If insufficient volunteers it will be offered to employees in the other department. If unable to satisfy the overtime requirement with volunteers, it may be assigned in inverse order of seniority within the classification or offered as a recall.

Overtime in Galley Building - OA/Porter classification will first be offered to employees in Galley Building.

Overtime for Customer Service Coordinators will be by airline.

Overtime in the Cooks Classification will be offered in seniority order. Cooks must be able to perform the job to accept the overtime assignment.

**7.03** A working day shall be a 24 hour period beginning at midnight. All time worked in any shift, including overtime, shall be considered as work performed on the working day on which the shift began.

**7.03.01** Employees who have completed a tour of continuous duty of seven and one half (7 1/2) or more hours shall have a minimum of eight (8) consecutive hours off duty prior to commencement of their next duty whenever operational requirements of the service permit. If required to report for duty prior to having such rest, the Employee shall continue on overtime rates until he/she has had eight (8) consecutive hours off duty. In the event that an employee loses time from a regularly scheduled shift to complete the minimum eight (8) hours of duty as provided by this Clause, he/she shall be compensated for such lost time at his/her straight time hourly rate. The provisions of this clause will not apply in the event of shift changes due to schedule change or to shift exchanges between employees.

## **7.04 OVERTIME**

**7.04.01** All time worked in excess of the scheduled shift hours in a working day will be considered as overtime. All overtime will be recorded to the next nearest one quarter (1/4) hour. Overtime will be in addition to the pay applicable to the scheduled hours worked and will be credited to the Employee's time bank on the following basis:

**7.04.01.01** Overtime worked consecutive with a regular shift

The length of the overtime worked times one and one-half times (1-1/2X) the Employee's basic rate of pay during the first two (2) hours worked and double time (2X) thereafter.

**7.04.01.02 Overtime worked after having left a shift.**

A minimum credit of four (4) hours; two (2) hours at one and one-half times (1-1/2X) and two (2) hours at double time (2X).

**7.04.01.03 Casual employees will receive overtime in accordance with this Article when they work in excess of thirty seven and one half (37.5) hours in a calendar week or when they work in excess of thirty seven and one half (37.5) hours without a rest day.**

**7.05 RECALL**

**7.05.01** For time worked on an Employee's first scheduled day off, the Employee shall receive credits in his time bank at the rate of one and one-half times (1-1/2X) the Employee's basic rate of pay for the first seven and one-half (7-1/2) hours and double time thereafter. When recalled, the Employee will receive a minimum of four (4) hours credit at time and one-half (1-1/2X). (i.e., six (6) hours at straight time).

**7.05.02** For time worked on an Employee's second or subsequent scheduled days off, the Employee shall receive credits in his time bank at the rate of double time (2X) the Employee's basic rate of pay for such hours worked. When recalled the Employee will receive a minimum of four (4) hours credit at double time (2X). (i.e., eight (8) hours at straight time).

**7.06 TIME BANK**

**7.06.01** All time credits, excluding straight time, will be accumulated in the time bank as they are earned and converted to straight time (e.g., one (1) hour overtime worked at time and one-half (1-1/2X) = one and one-half (1-1/2) hours straight time in the bank) at the rate at which it was earned to a maximum of one hundred and fifty (150) straight time hours.

**7.06.02** At the end of each pay period, all time outstanding in excess of one hundred and fifty (150) hours or in excess of any lesser amount specified by the Employee will be paid at the hourly rate in effect at the time of payment.

**7.06.03** Accumulated time may be taken in pay or as time off. All time off granted in accordance with the time bank will be at the request of the Employee and mutually agreed to by the Company. Where there is more than one request for the same period, the request received first will be granted first. Lost time with the exception of late reporting to work, sickness, Workers' Compensation and leaves of absence will be deducted from the bank.

- 7.06.04 Employees may also borrow up to thirty-seven and one half (37.5) hours as time off and such debit will be carried in the time bank. All subsequent credits must be applied to the debit.
- 7.06.05 An Employee whose time bank stands at plus thirty-seven and one-half (37.5) hours or seventy-five (75) hours or one hundred and twelve and one half (112.5) hours or one hundred and fifty (150) hours may, at any time during the year, but no later than October 1st of each year, advise the Company, in writing, that thirty seven and one-half (37.5) hours or seventy-five (75) hours or one hundred and twelve and one half (112.5) hours or one hundred and fifty (150) hours is to be set aside to establish extended vacation of one (1) week or two (2) weeks or three (3) or four (4) weeks which will be added to the Employee's vacation entitlement, as provided for in Article 14, to be taken the following year. When time has been set aside for vacation, it cannot be used for any other purpose and credits can again accumulate to a maximum of one hundred and fifty (150) hours.
- Frozen bank time will be bid after all vacation has been awarded.
- 7.06.06 Employees with less than the required hours necessary to extend their vacations as provided in Article 7.06.05, may advise the Company that they wish to extend their vacation. Employees who opt for this provision shall have their time bank credits as of October 1st, set aside and those credits will not be used for any other purpose. Following completion of the vacation, the Employee's time record will be adjusted to reflect a pay debit equal to the difference between the time absent and credit set aside.

## **ARTICLE 8 - TIME OFF FOR UNION BUSINESS**

- 8.01 The Company and the Union recognize the importance of handling Company/Union business as promptly as possible. Such business includes the handling of grievances throughout the process, the negotiation of amendments to the Collective Agreement, and the attendance at various Union/Company meetings. It is therefore, agreed that the Union representatives will be granted reasonable time off, consistent with service requirements to carry out such functions. In order to facilitate the approving of "time off" requests, it is the obligation of the Union representatives to afford as much notice as possible of such needs and to clear in advance their activities both with their own supervisors and with the supervisors of the Employees involved in any problem situation.
- 8.02 Where the Company has agreed to absorb the costs of lost time resulting from granting time off for Union business, the maximum cost to the Company shall be limited to the scheduled hours absent at the Employee's regular rate of pay at straight time.

- 8.03** Where the Union has agreed to absorb the costs of lost time resulting from granting time off for Union business, the Company will bill the Union for the cost of replacing the Employee, if any. The maximum cost to the Union shall be limited to the scheduled hours absent at the Employee's regular rate of pay at straight time.
- 8.04** In accordance with the above, the Company will absorb lost time costs resulting from the Company granting time off for Union business for the following reasons only.
- 8.04.01** Grievance Procedure
- Time spent in hearing(s) for grievor(s) (not including arbitration) and two Union representatives, if required. This is pursuant to Article 15.03, 15.04, 16.05 and 16.06.
- 8.04.02** Collective Bargaining
- Union designated members of the Union's Negotiations Committee one day to prepare proposals and a reasonable amount of time spent in direct negotiations with the Company.
- 8.04.03** Company/Union Joint Committee Meetings
- To be scheduled by mutual agreement.
- 8.04.04** The Company agrees to allow the District Chairperson or a designated Vice-Chairperson a reasonable time period each day, with a minimum of three (3) hours per week, to attend to Union business. This time will be arranged by mutual agreement.
- 8.05** Employees who are absent due to authorized absences for Union business in accordance with this Article will not be debited or removed from the payroll. Any transactions of funds owing or due will take place between the Company and Union Headquarters.
- 8.06** The District Chairperson or his/her designate will be granted two (2) hours off per week to conduct Union business with no loss of pay. When the District Chairperson is away a Vice Chairperson will be granted the time off. This time will be arranged by mutual agreement.
- The Company agrees, where possible, to provide the Union with office space for the use of the elected officers from the workplace.

## **ARTICLE 9 - PROBATION**

- 9.01** All new Employees hired into the classification of Production Assistant and Porter/Receiver will be required to serve a probationary period of sixty (60)



working days from date of permanent employment. All new Employees hired into other classifications will be required to serve a probationary period of ninety (90) working days from date of permanent employment. Once an Employee completes the probationary period, his/her name will be placed on the seniority list and will be back dated to the date of employment.

- 9.02** The Company reserves the right to dispense with probationary Employees during their probation period when they are considered to be unsuitable for continued employment.

## **ARTICLE 10 - SENIORITY**

- 10.01** The seniority of Employees classified under this Agreement as listed in Article 4, shall be established as of date of entry into a covered classification as a permanent Employee. Adjusted seniority dates may be applicable where this Agreement so provides.
- 10.01.01** The seniority of a Casual worker classified under this Agreement shall be established as of date of entry into a covered classification as a Casual worker.
- 10.02** In cases where two (2) or more persons enter the scope of the Agreement on the same date, their sequence on the seniority list will be determined by the application of the following, and in the order stated.
- 10.02.01** Company Service Date
- Being the date marking the beginning of continuous employment with the company.
- 10.02.02** Social Insurance Number, using the last three digits reversed, the lower resulting number being the more senior.
- 10.02.03** By lot, in a manner mutually established by the Company and the Union.
- 10.03** A seniority list showing all Employees by name and date of entry into a covered classification including Employee number, Company Service Date and sequencing determinant described in Article 10.02.04 will be posted in a place available to all those affected. The list will also show Employees in order of seniority in each classification listed in this Agreement. Employees who reclassify within the Agreement will carry their seniority with them to their new classification.
- 10.04** The seniority list will be compiled as of the first month of each calendar quarter and posted for correction within seven (7) days thereafter. The Employee(s) or the Union have ten (10) days after each posting to bring

any errors or omissions to the attention of the Company. Corrections, if any, will appear on the next list.

**10.05** Employees who are granted voluntary leaves of absence in excess of one hundred eighty (180) calendar days in any year shall have their seniority adjusted to reflect the days absent in excess of one hundred eighty (180).

**10.06** An employee shall lose their seniority and their name from the seniority list for any of the following reasons:

- a) Voluntary resignation
- b) Discharge for cause
- c) Retirement
- d) Failure to report to work within seven (7) days of recall to permanent position, or
- e) When permanently appointed to another job outside the Agreement.
- f) Is laid off and is not recalled to work after twelve (12) months.

#### **10.07 LAYOFF**

**10.07.01** The Company will advise the Union in writing and thereafter agrees to meet with the Union to discuss layoffs and any alternatives which may be available. When possible, this notice will be provided at least four (4) weeks prior to any layoff.

**10.07.02** When the provisions of Article 10.07.01 have been exhausted and it is still necessary to reduce staff, layoffs will be by inverse seniority within the classification where the surplus occurs. The Employee affected by the layoff will be given fourteen (14) days' written notice of the layoff with copies to the Union. On receipt of the notice, the Employee may, within three (3) working days, advise the Company in writing, with copy to the Union, that he/she wishes to exercise his seniority by displacing a less senior Employee in another classification whose job he is qualified to do. If the Employee opts to displace a less senior Employee, he/she will assume that position on the fifteenth (15th) day following receipt of his/her written notice from the Company. Where necessary, this process will be repeated for subsequent layoffs.

**10.08** When forces are increased, employees who are laid off or have been displaced shall be recalled in order of seniority provided they are qualified for the position.

**10.08.01** Employees who have exercised their right to displace another Employee shall have the option of returning to their previous position if there is a



vacancy in that classification. If the employee refuses recall they forfeit future recall to that classification.

**10.08.02** Employees on layoff who desire to be recalled to duty must file their names and current address with the Company. During layoff an Employee may refuse to accept any position offered to them without affecting their laid off status. However, failure to accept a permanent position in the classification at the base within seven (7) calendar days from the date of notification by direct contact, registered mail or telegram directed to their filed address, will result in automatic termination.

**10.09** Employees laid off shall be paid severance allowance based on length of service with the Company as follows:

1 year but less than 3 years of service	2 weeks pay
3 years but less than 4 years of service	3 weeks pay
4 years but less than 5 years of service	4 weeks pay
5 years but less than 6 years of service	5 weeks pay
6 years but less than 7 years of service	6 weeks pay
7 years but less than 8 years of service	7 weeks pay
8 years but less than 9 years of service	8 weeks pay
9 years but less than 10 years of service	9 weeks pay
10 years but less than 11 years of service	20 weeks pay
11 years but less than 12 years of service	22 weeks pay
12 years but less than 13 years of service	24 weeks pay
13 years but less than 14 years of service	26 weeks pay
14 years but less than 15 years of service	28 weeks pay
15 years but less than 16 years of service	30 weeks pay
16 years but less than 17 years of service	32 weeks pay
17 years but less than 18 years of service	34 weeks pay
18 years but less than 19 years of service	36 weeks pay
19 years but less than 20 years of service	38 weeks pay
20 years of service or more	40 weeks pay

**10.09 (b)** Any payouts of severance pay will be at the May 1, 2010 rate or pay rate at the time of lay-off, whichever is greater.

Note: Years of Service in Article 10.09 will include service hours worked as a casual.

**10.10** Severance allowance shall be paid on regular pay dates at regular pay rates and shall continue until all credit is used. In the event of being recalled, severance allowance pay will cease and any remaining allowance will be credited to the Employee's account. Service for additional severance allowance will accumulate from the date of return to active duty. The option of a lump sum severance payment is available to the Employee upon resignation.

- 10.11** Employees with five (5) years of service or more who are entitled to severance allowance will continue to receive benefits for a period of six (6) months, paid for by the Company.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **11.01 VOLUNTARY**

- 11.01.01** An Employee may request a voluntary leave of absence without pay for a period not to exceed six (6) months without loss of seniority. Such requests shall be in writing ten (10) working days in advance to the immediate Supervisor, who shall indicate his decision in writing, based upon the Company's production requirements. Such approval, when granted, shall indicate the commencement and termination dates of the leave, with a copy to Union Headquarters.
- 11.01.02** Leaves of absence when granted will be on a first come first served basis. However, where this will not determine who can be granted the leave of absence, seniority preference shall prevail. In recognition of the diversity of the employees and the distance that employees have to travel to be reunited with their families, the Company agrees to allow two (2) employees per week to be on a leave of absence throughout the year.
- 11.01.03** The Company may extend a leave granted in accordance with the above upon written request from the Employee within fourteen (14) calendar days prior to the termination of the original leave. Extensions, when granted, shall be in writing indicating the revised termination date.
- 11.01.04** Employees who engage in gainful employment while on leave of absence, without prior written permission from the Company and the Union, or who fail to report for duty at the termination of their leave without excuse, shall be deemed to have resigned from the Company's service and their names will be removed from the seniority list.

### **11.02 MATERNITY LEAVE**

- 11.02.01** Employees shall be granted maternity leave of absence without pay according to the following:
- 11.02.02** The Employee shall request her leave of absence in writing, accompanied by a medical opinion certifying pregnancy and specifying the estimated date of confinement, four (4) weeks prior to the date she intends to commence such leave. Maternity leave shall consist of a period not exceeding one hundred and thirty-two (132) days, unless otherwise provided herein.
- 11.02.03** Maternity leave shall commence not more than ninety (90) days prior to the expected date of termination of pregnancy except when supported by

a medical certificate. Such exception shall not be considered as part of the one hundred and thirty-two (132) days referred to herein.

- 11.02.04 If the date of termination of pregnancy is later than the date specified in the medical certificate, as provided above, the number of days difference between the estimated date of termination of pregnancy and the actual date of termination of pregnancy shall be considered as maternity leave but shall not be considered as part of the aggregate of one hundred and thirty-two (132) days. Maternity leave may be extended beyond the aggregate of one hundred and thirty-two (132) days when supported by a medical certificate. Where such extensions appear to be unreasonable, the Company may require verification of the medical condition from a medical practitioner of their choosing.
- 11.02.05 The Employee must advise the Company in writing at least two (2) weeks in advance of any change to the originally specified date of return to duty. However, once granted a maternity leave, the Employee will not be allowed to return to work until the termination of the pregnancy and a return to work after the termination of the pregnancy will terminate these maternity leave provisions.
- 11.02.06 Unless otherwise specified, reference herein to a medical opinion or certificate shall mean an opinion or certificate signed by a qualified medical practitioner chosen by the Employee.
- 11.02.07 If following the termination of the maternity leave of absence, the Employee desires additional leave prior to returning to duty, the Employee may request a voluntary leave of absence in accordance with Article II.01 at least fourteen (14) days prior to the termination of the maternity leave.

### **11.03 CHILD CARE LEAVE**

- 11.03.01 A leave of absence without pay for the purpose of Child Care shall be granted to employees in accordance with the following.
- 11.03.02 Any leave of absence granted under this Article 11.03 shall not exceed one hundred and sixty-eight (168) calendar days. If two (2) employees are involved, the aggregate amount of such leave that may be taken by the two (2) employees in respect to the care of any one (1) child shall not exceed a total of one hundred and sixty-eight (168) calendar days.
  - 11.03.02.01 Notwithstanding the provisions of Article 11.03.02, in the case of Adoption, the maximum period of leave shall be one hundred and sixty-eight (168) calendar days or such greater amount as required in order to comply with the legal requirements of the province in which the employee(s) reside or the province in which the child is adopted.
- 11.03.03 Commencement of Child Care leave shall be in accordance with the following and as the employee elects:

**11.03.03.01 Female Employee**

The leave shall commence;

- a) on the expiration of a leave of absence taken by her under the provisions of Article 11.02 or any extension thereof under the provisions of Article 11.02.04, or
- b) on the day the child is born, or
- c) on the day the child comes into her actual care and custody.

**11.03.03.02 Male Employee**

The leave shall commence,

- a) on the expiration of a leave of absence taken by a female employee under the provisions of Article 11.02 or any extension thereof under the provisions of Article 11.02.04, or
- b) on the day the child is born, or
- c) on the day the child comes into his actual care and custody.

**11.03.04** In the application of Article 11.03.03, in the case of Adoption, the leave shall commence on the day the child comes into his or her actual care and custody.

**11.03.05** It shall be the responsibility of each employee to provide as much notice as possible to the Company, in writing, indicating the approximate commencement and termination date of the leave.

**11.04 ADOPTION LEAVE**

**11.04.01** Where necessary by applicable Government Agency regulations, leave of absence without pay will be granted for the purpose of adopting a child. Such leave will be granted to a maximum of ninety (90) days or such longer time as required by the responsible Government Agency.

**11.04.02** Upon receipt of notice as to the effective date of adoption, the Employee will advise the Company, in writing, stating the date such leave will commence and terminate, and provide a copy of documentation associated with the adoption.

**11.05 SICK LEAVE**

**11.05.01** Employees who are absent from work due to illness or injury (other than Workers' Compensation) shall be entitled to sick leave and paid in accordance with the following:

- 11.05.02 For each month of paid service an Employee will receive seven and one-half (7-1/2) hours sick leave credit. Such credit may accumulate to four hundred and fifty (450) hours.
- 11.05.03 When an Employee is absent in accordance with this Article, his/her accrued sick leave, if any, shall be reduced by the actual hours he/she is absent from duty. Sick leave with pay will be provided for employees who have seventy five (75) hours in their sick bank. Employees with less than seventy five (75) hours will not receive sick pay for the first full day if the Employee has received sick leave with pay for a full day during the previous sixty (60) calendar days. Debits will be recorded to the nearest full hour and the Employee's regular rate of pay will prevail.
- 11.05.03.01 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commences following the applicable waiting period.
- 11.05.04 Employees absent for three (3) days or more are required to bring in a doctor's note on their return to work. The Company will require a medical certificate in circumstances which tend to indicate malingering, repetitive ailments or when required for sanitation purposes, in which case the cost of obtaining the medical certificate shall be reimbursed by the Company.
- 11.05.05 Employees who are unable to report for work due to illness are expected to notify the Company in advance of the start of their shift, provided there is a Supervisor on duty and/or an electronic means of leaving a message, stating the reason for their absence and expected date of return to work.
- 11.05.06 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.

## **11.06 UNION BUSINESS**

- 11.06.01 An Employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis shall be granted a leave of absence for the purpose. The Union will advise the Company of the name(s) of such Employee(s), the term of such leave and the purpose. During such leave of absence, the Company will, upon request from the Union, continue to pay its share of Employee Benefit Plans. The Employee shall retain and accrue seniority, and service during such leave. If the Company so desires, it may, as a condition of granting the leave of absence, stipulate that the Company's share of the Employee Benefits will be recovered by billing the Union. For the purpose of this provision the term full-time shall mean a period of not less than thirty (30) consecutive calendar days.

## **11.07 COMPASSIONATE LEAVE**

- 11.07.01 Application for leave of absence with pay on compassionate grounds will be granted by the Company. Compassionate grounds will include the following:
- 11.07.01.01 One (1) day with pay when the Employee marries. One (1) day without pay when the Employee attends the wedding of a member of the immediate family.
  - 11.07.01.02 Three (3) days with pay when there is a death of a member of the Employee's immediate family.
  - 11.07.01.03 A reasonable period with or without pay, at the discretion of the Company, where a member of the immediate family suffers a serious illness or injury or other circumstances considered by the Company to be of legitimate compassionate grounds.
- 11.07.02 Additional leave without pay will be granted as follows:
- (a) Up to three (3) working days as requested by the employee for travel out of province.
  - (b) Up to fifteen (15) working days as requested by the employee for travel out of the country.
- 11.07.03 The definition of immediate family for the purpose of Article 11.07.01 will be spouse (including common-law spouse), child, brother, sister, parent, person in loco parentis, grandparent, grandchild, parent-in-law, legal guardian, son-in-law, and daughter-in-law.

## **11.08 LEAVE FOR FAMILY RESPONSIBILITY**

Pursuant to the provisions of the BC Labour Standards Act, employees with a positive balance in their overtime bank will be permitted to utilize overtime bank credits for family responsibility.

## **11.09 COURT APPEARANCES**

- 11.09.01 Time off with pay will be granted to Employees who are required for Jury Duty or subpoenaed to appear in court as a witness. It is recognized that during the period involved in such duty the Employee has in effect been subjected to a change of shift schedule beyond Company control. However, the Company recognizes the constraints of Article 6.04 and guarantees time off accordingly. (e.g.: If the Employee is required to serve on a jury for a period of five consecutive days he shall not be required to report to work until the eighth day following commencement of such duty.)



- 11.09.02 An Employee shall not lose pay as a result of being required to appear in court as a witness on behalf of the Company. In the event that an Employee is required for this purpose on a scheduled day off, he shall be paid a credit of four (4) hours or the actual time required in court at time and one-half at his regular rate of pay, whichever is greater.

#### **11.10 RETURN FROM LEAVES OF ABSENCE**

- 11.10.01 An Employee shall return to his classification and position when returning from any leave of absence. It is understood that the ability of an Employee to return in accordance with the foregoing is subject to Article 10, in that, if a staff reduction occurs during his absence, he will be affected in accordance with his seniority standing at the time the reduction occurs.

#### **11.11 PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW - Canada, 205 Placer Court, Willowdale, ON M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

It is understood that not more than one Employee may be granted a leave in accordance with this Article in any calendar year.

- 11.11.01 In addition to the Company's contribution in Article 11.10, the Company agrees to pay seven hundred and fifty (750.00) dollars to Local 2002's education fund July 1st of each year of the collective agreement.

#### **11.12 CRITICAL CARE**

An employee is entitled to a leave to care for or support a gravely ill family member provided he/she qualifies for Compassionate care benefits under the regulations of Employment Insurance.

## **ARTICLE 12 - FILLING OF VACANCIES**

- 12.01** All vacancies will be posted by Management on all Flight Kitchen bulletin boards for a minimum of seven (7) calendar days and will be filled in accordance with the following Articles as applicable.
- 12.01.01** For the purposes of filling permanent vacancies in the Production Assistant, Operations Assistant/Porter, Driver's Helper or Bond/Galley Attendant, casual employees will utilize their date of entry into a covered classification as a Casual Worker.
- 12.01.02** Vacancies in the Production Assistant, Operations Assistant/Porter, Driver's Helper, Galley/Bond Attendant, High-Lift Vehicle Driver, and Production Coordinator classifications will be awarded on seniority.
- 12.01.03** Vacancies in Storeman/Receiver, Building Maintenance Coordinator, Apprentice Baker, Apprentice Cook, General Cook, General Baker, and Lead classifications will be awarded based on qualifications and ability of those who bid for the position. Where qualifications and ability are sufficient, the Employee with the greater seniority will be awarded the position.
- 12.01.04** Vacancies in First Cook, First Baker and Customer Service Coordinator classifications will be awarded based on qualifications and ability of those who bid for the position. Where qualifications and ability are relatively equal, seniority will be the determining factor in selecting the successful candidate.
- 12.01.05** Employees on vacation or leave of absence may leave a bid with the Company in case a position is posted while they are absent.
- 12.01.06** Current CSC's will be given the first right to bid for any job vacancies within their classification. Any subsequent vacancies which occur as a result of this, will, at the Company's discretion, be filled by a new CSC or be bid from the current CSC's.
- 12.02** The Company will announce the successful applicant(s) for vacancies by bulletin. A copy of the bulletin will be directed to the Union at the local level and the Union will be entitled to an explanation of the selection upon request.
- 12.03** Successful applicant(s) will be given seven (7) days notice to transfer to a vacancy, or less time if mutually agreeable to the Employee.
- 12.04** Where the transfer involves a change of classification, the successful applicant will be given a period of time in which to qualify. This period shall be thirteen (13) weeks, or such lesser period as mutually agreed between the Company and the Union; during this time the Company will



provide instruction and training. Should the Employee fail to qualify he shall be returned to his previous position.

#### **12.05 TEMPORARY RE-ASSIGNMENT**

- 12.05.01 Employees who accept a temporary assignment to perform duties in another classification will be paid in accordance with Article 5.07.
- 12.05.02 Temporary assignments will be offered first to Full-time Employees before Casual Workers are assigned to cover the shifts.
- 12.05.03 Where the temporary assignment is to replace an absent Employee, within the classification or to another classification, and the absence is for a period in excess of four (4) working days, the accepting Employee will assume the shift and/or shift schedule of the absent Employee. If the Company receives sufficient notice of the absence the accepting Employee will be provided with seventy-two (72) hours notice of a change of shift and fourteen (14) days notice of a change in working days and/or scheduled days off. In the event that the Company does not receive sufficient notice of the absence, the notice to the accepting Employee will be reduced to a period equal to the notice received by the Company.

#### **12.06 NEW BUSINESS TRAINING**

- 12.06.01 The Company and the Union recognize that individual customers may require unique skills or experience in certain positions to specific qualified applicants subject to prior agreement with the Union. Such agreement will not be unduly withheld. The Company agrees to supply the required training so as to gain the expertise from within the workforce as new business increases.

### **ARTICLE 13 - GENERAL AND FLOATING HOLIDAYS**

- 13.01** The following General Holidays will be granted with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day/Canada Day	Christmas Day
August Civic Holiday	Boxing Day (December 26)

- 13.02** The published shift schedule will indicate if an Employee is required for duty on a listed holiday. If the staff requirements on any holiday are less than those indicated on the shift schedule, the Company will advise those Employees who are not required to work at least fourteen (14) days in advance of the holiday.

13.02.01 Where the manpower requirements on any holiday are reduced in a classification, the Employees in that classification who are scheduled to work on the holiday shall be offered the day off in order of seniority. If a sufficient number of Employees in the classification do not accept the offer to have the day off, the Company shall then reduce their manpower to meet their requirements, by advising the Employees in inverse order of seniority, in the classification, that they are not required for duty on that holiday.

13.02.02 In order for the Company to comply with the time constraints of Article 13.02, they shall commence soliciting the Employees' preferences no later than twenty-one (21) days prior to the holiday.

**13.03** On a listed holiday, an Employee will be credited in accordance with the following:

13.03.01 Employee is Scheduled to Work (N-Scheduled Hours)

<b>Increments</b>	<b>Hours Worked</b>	<b>Credit</b>
A	0	Employee receives regular pay for hours scheduled to work that day
B	From 0 - N Hours	In addition to A, the Employee receives time and one-half for all time worked up to the end of N hours
C	Over N to N + 2 Hours	In addition to A and B, the Employee receives double time and one-half for all time worked in excess of N hours
D	Over N + 2 Hours	In addition to A, B and C, the Employee receives triple time for all time worked in excess of N + 2 hours

13.03.02 Employee Not Scheduled to Work (First Recall)

<b>Increments</b>	<b>Hours Worked</b>	<b>Appropriate Time Recording Credits</b>
A	0	Employee receives a 7-1/2 hour credit
B	From 0-7-1/2 Hours	In addition to A, the Employee receives time and one-half for all time recorded up to the end of the 7-1/2 hours

C	Over 7-1/2 and up to 9-1/2 Hours	In addition to A and B, the Employee receives double time and one-half for all time recorded in excess of 7-1/2 hours up to the end of 9-1/2 hours
D	Over 9-1/2 Hours	In addition to A, B and C, the Employee receives triple time for all time recorded in excess of 9-1/2 hours

For example, and Employee on first recall working 11 hours would receive:

A	= 7-1/2 hours credit
B (7-1/2 x 1-1/2)	= 11-1/4 hours credit
C (2 x 2-1/2)	= 5 hours credit
D (1-1/2 x 3)	= 4-1/2 hours credit
TOTAL:	28-1/4 hours credit

### 13.03.03 Employees Not Scheduled to Work (Subsequent Recall)

Increments	Hours Worked	Appropriate Time Recording Credits
A	0	Employee receives a 7-1/2 hour credit
B	From 0-7-1/2 Hours	In addition to A, the Employee receives double time and one-half for all time recorded up to the end of 7-1/2 hours
C	From 7-1/2-9-1/2 Hours	In addition to A and B, the Employee receives triple time for all time recorded in excess of 7-1/2 hours and up to the end of 9-1/2 hours
D	Over 9-1/2 Hours	Employees are prohibited from working in excess of 9-1/2 hours on a second or subsequent call-in on a holiday

For example, an Employee on subsequent recall on a holiday would earn working 9-1/2 hours:

A	= 7-1/2 hours credit
B (7-1/2 x 2-1/2)	= 18-3/4 hours credit
C (2 x 3)	= 6 hours credit
D .....	..
TOTAL:	32-1/4 hours credit

**13.04** When recalled the Employee will be credited for a minimum of four (4) hours at the applicable rate, in addition to the seven and one-half (7-1/2) hours credit.

**13.05** When an Employee has already been credited with one or more recalls under provisions of Article 7.05, and the Employee works another recall on a holiday, the credits on the holiday will be in accordance with Article 13.03.03.

#### **13.06 FLOATING GENERAL HOLIDAYS**

13.06.01 A credit of seven and one-half (7-1/2) hours will be applied to each Employee's time bank on March 1st and September 1st of each year.

#### **ARTICLE 14 - VACATIONS**

14.01 For the purpose of calculating and recording annual vacations, a "Vacation Year" has been established. This year begins January 1st and ends December 31st.

14.02 Employees are entitled to paid annual vacation based upon their length of unbroken service with the Company (including past service with PWA). The entitlement in the calendar year during which their first anniversary occurs shall be calculated as follows:

Divide the number of days of employment during the previous year by three hundred and sixty five (365) and multiply the result by fourteen (14). Entitlement in the calendar years during which subsequent anniversaries occur as follows:

2 <sup>nd</sup> to 4 <sup>th</sup> anniversaries	14 calendar days
5 <sup>th</sup> to 7 <sup>th</sup> anniversaries inclusive	21 calendar days
8 <sup>th</sup> to 17 <sup>th</sup> anniversaries inclusive	28 calendar days
18 <sup>th</sup> and upward anniversary inclusive	35 calendar days

- 14.02.01 Vacation pay will be the Employee's regular pay or two percent (2%) of the previous year's gross earnings for each full calendar week of entitlement, plus any part week portion thereof, whichever is greater. Vacation pay will be calculated on a calendar year basis and any difference paid prior to April 30th. On request, the Company will advise employees of the calculation for their vacation pay.
- 14.02.02 Except for absences while on Workers' Compensation and where the Provincial Legislation allows, Employees who have worked less than a full year, due to absences in excess of thirty (30) consecutive calendar days, shall be entitled to a prorate amount of vacation pay but may take their full entitlement of vacation leave. The proration referred to herein will be calculated as follows:
- 14.02.03 Total number of days lost time, if more than thirty (30), subtracted from three hundred and sixty five (365), divided by three hundred and sixty five (365), multiplied by the vacation leave entitlement equals days of paid vacation.
- 14.02.04 Where one or more general holidays to which an Employee is entitled occurs during a vacation period granted to the Employee, he may either extend his vacation period by adding one (1) working day to his vacation period entitlement in lieu of each such holiday that occurs during the vacation period, or he may opt for a credit of seven and one-half (7.5) hours in his time bank for each such holiday.
- 14.02.05 Vacations shall be taken in the vacation year immediately following that in which it was earned. (i.e., All vacation earned prior to any December 31st shall be taken during the year January 1st to December 31st next).
- 14.03 Within classifications at a base, Employees possessing the greatest seniority will have preference as to the selection of vacation dates. It is agreed that classifications may be grouped for the purpose of vacation; however, if there are groupings they must be mutually agreed to between the Company and Union prior to September 15<sup>th</sup> of each year. The number of Employees on vacation at any one time shall be based on a ratio of not less than one (1) employee away for each forty six (46) weeks of vacation and frozen bank time or part thereof. (For example, ten (10) employees in a classification or grouping with a total of two hundred and ten (210) days entitlement (or 10 employees x 7 days x 3 weeks); divide 210 by 7 to obtain thirty (30) weeks total entitlement, then divide 30 weeks by 46 weeks to determine one (1) employee away at any one time). The number of weeks of vacation to be bid in each week will equal the results of the above calculation however at a minimum one (1) week of vacation will be available for each week of the year. There shall be no restrictions.
- 14.03.01 The Company will establish vacation relief using the following formula: the total number of weeks of vacation entitlement and frozen bank time

divided by forty six (46) weeks will equal the number of vacation relief shifts in each classification or grouping. The use of permanent vacation relief shifts will be to cover vacation entitlement that is scheduled continuously from week to week.

Should the balance from this calculation be less than forty six (46) weeks, casual employees may be used to cover vacation. Where casuals are used the Company will open as many vacation slots as possible during peak times (March break, June, July, August, September and December).

#### **14.04 Vacation Calendar Division**

14.04.01 Prior to August 1st of each year, employees will indicate by a vote conducted by the Union to determine either Annual or Semi-Annual division(s) which will be utilized for the purposes of vacation to be taken in the following year. The calendar division(s) will be either a full calendar year or six (6) consecutive months divided into semi-annual as follows:

Annual:

January, February, March, April, May, June, July, August, September, October, November, December

Or

Semi-annual:

First half - January, February, March, April, May, June

Second half - July, August, September, October, November, December

14.04.02 Not later than September 15th each year, the Company will post, by classification, a list of the vacation entitlements for Permanent Employees.

#### **14.05 Vacation Bidding**

14.05.01 The vacation bid will be conducted jointly with a management individual and a representative designated by the Union District Chairperson.

#### **14.05.02 Semi-Annual Bid**

By November 1<sup>st</sup> of each year employees will select the number of weeks to bid in each division.

By November 15<sup>th</sup> of each year those employees who have selected vacation weeks in the first half of the year will bid their vacation dates in accordance with Article 14.03.

By April 15<sup>th</sup> of each year those employees who have selected vacation weeks in the second half of the year will bid their vacation dates in accordance with Article 14.03.

Each employee within the classification will be given a bid time and will be allowed to bid their choices. If an employee chooses they will be allowed to leave a memo with the Company indicating their choices. Employees who fail to designate their choice of vacation dates prior to their bid time will be awarded dates after all other employees have been assigned.

The vacation of the employee concerned must fall within the assigned calendar year or division except that the vacation may extend into an adjacent calendar division, in which case the extension shall be for not more than five (5) calendar days and shall not interfere with the selection of employees who have been assigned vacation in that calendar division.

**14.05.03      Annual Bid**

No later than November 15<sup>th</sup> of each year the Company will post the available vacation weeks in accordance with Article 14.03.

**14.05.04**      Each employee within the classification will be given a bid time and will be allowed to bid their choices. If an employee chooses they will be allowed to leave a memo with the Company indicating their choices. Employees who fail to designate their choice of vacation dates prior to their bid time will be awarded dates after all other employees have been assigned.

**14.05.05**      An employee may split their vacation entitlement into blocks of not less than one (1) week.

**14.05.06**      The Company shall post a list of bid vacation dates within fourteen (14) days of completion of the selection process.

**14.05.07**      Vacation periods will not be altered after having been approved without mutual agreement between the Company, the Employee and the local Union Chairperson. However, the Employee may upon at least four (4) weeks notice to the Company elect to slide his vacation period either forward or backward, by a period not to exceed three (3) calendar days for the purpose of changing his vacation period so that it either starts or ends in conjunction with scheduled days off.

**ARTICLE 15 - EMPLOYEE COMPLAINTS AND GRIEVANCE PROCEDURE**

**15.01**      The parties agree on the desirability of resolving any complaints and/or grievances arising under the terms of this Collective Agreement as promptly as possible, accordingly it is agreed that the Employee(s), the Union and the Company will abide by the procedures set out in this Article to resolve all such complaints save and except matters involving discipline or discharge, which procedures are provided in Article 16.



## **15.02 STEP ONE**

Where possible, any complaint or grievance shall first be discussed locally at the Supervisory level prior to being submitted in writing. This discussion must be initiated as soon as practicable after becoming aware of the occurrence of the incident.

## **15.03 STEP TWO**

15.03.01 When a timely resolution to the complaint or grievance is not forthcoming, the Employee(s) may file a written grievance through the Union within ten (10) days of the response at Step One to the Production Manager or Operations Manager. The grievance shall provide full details of the nature of the complaint, including the date and the person with whom the local discussion was held.

15.03.02 The Production Manager or Operations Manager, or his designee, shall within ten (10) days of receipt of a written grievance, hold a hearing on the matter and render a written decision within five (5) days of the hearing.

## **15.04 STEP THREE**

15.04.01 Failing resolution at Step Two, the matter may be submitted to the Flight Kitchen General Manager within ten (10) days of the date of the decision rendered at Step Two.

15.04.02 The Flight Kitchen General Manager, or his designee, shall within ten (10) days of receipt of a written grievance in 15.04.01, hold a hearing on the matter and render a written decision within five (5) days of the hearing.

## **15.05 TIME LIMITS**

15.05.01 All time limits mentioned in the preceding paragraph of this Article shall exclude Saturdays, Sundays and general holidays and may be extended by mutual agreement recorded in writing.

15.05.02 Failure to abide by the time limits set out herein shall grant the grievance in favour of the party who is not in default, however, a resolution obtained in this manner shall be without prejudice to the resolution of any other dispute between the parties.

**15.06** Where the procedures outlined in this Article have been exhausted without resolution, either the Company or the Union may process the case to arbitration in accordance with Article 17 of this Agreement.

**15.07** Throughout these grievance procedures, the Company may require the grievor to attend the hearings. The grievor shall be represented by a Union Representative. If the attendance of witnesses who are Employees or Personnel is requested, such witnesses shall be granted time off for a

period of time sufficient to permit them to appear at the hearing. The number of witnesses shall not be greater than the number which can be spared from the operation without interfering with the services of the Company. In the event that a witness cannot appear at the hearing in person, their testimony may be entered in writing.

## **ARTICLE 16 - GRIEVANCE INVOLVING DISCIPLINE AND DISCHARGE**

- 16.01** Only one file consisting of documents pertaining to an Employee will be maintained by the Company. Documents recording any form of discipline will be removed from the file no later than eighteen (18) months from the date of issue, provided there has been no further disciplinary action of a similar nature in the aforementioned eighteen (18) months period. An Employee, or a Union representative, with the consent of the Employee, may view the file upon reasonable request to the Company.
- 16.02** The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, the discipline or discharge for cause should be preceded by a documented record of counselling, warnings (written or oral) and/or suspensions. It is further recognized that to achieve this purpose, the Union Chairperson must be present at all disciplinary meetings and be copied on all disciplinary notations. Where the Union Chairperson is not on the premises, a Vice-Chairperson or other designated Union member may be substituted.
- 16.03** Discussion with the affected Employee in the presence of the Union prior to making decision to discipline is encouraged when practical. In the event that an Employee is verbally advised of a decision to discipline, same will be confirmed in writing within five days of the verbal advice.
- 16.04** In the event that the Company considered it to be in their best interest to hold an Employee out of service pending an investigation prior to possible discipline or discharge, it may do so with pay or without pay, providing that the period held out of service does not exceed three of the Employee's scheduled working days. An Employee will only be held out of service without pay where the offence is of a serious nature. Where the result of the investigation is to discipline the suspension without pay will be considered as time served.
- 16.05 APPEAL LEVEL 1**
- 16.05.01** Appeals, if any, shall be lodged in writing, within ten (10) days of the written decision concerning the discipline, to the Production Manager or Operations Manager, with a copy to Union headquarters.

- 16.05.02 The Production or Operations Manager, or his designate, shall within ten (10) days of receipt of a written appeal, hold a hearing on the matter and render a written decision within five (5) days of completion of the hearing.

## **16.06 APPEAL LEVEL 2**

- 16.06.01 Should the decision rendered by the Production or Operations Manager not satisfy the appeal, the matter may be submitted to the Flight Kitchen General Manager, in writing, within ten (10) days of the date of such decision.
- 16.06.02 The Flight Kitchen General Manager, or his designate, shall within ten (10) days of receipt of a written appeal, hold a hearing on the matter and render a written decision within five (5) days of completion of the hearing.

## **16.07 TIME LIMITS**

- 16.07.01 All time limits mentioned in the preceding paragraphs of this Article, except Article 16.04 above, shall exclude Saturdays, Sundays and General Holidays and may be extended with mutual agreement recorded in writing.
- 16.07.02 Failure to appeal a decision by the Company within the time limits specified shall leave the Company decision final and binding. Failure by the Company to hold a timely hearing or render a timely decision will grant the appeal, however, a resolution obtained in this manner shall be without prejudice to the resolution of any other dispute between the parties.
- 16.08 Where the procedures of this Article have been exhausted without resolution, either the Company or the Union may process the case to arbitration in accordance with Article 17 of this Agreement.
- 16.09 Throughout these grievance procedures, the Company may require the grievor to attend hearings. Throughout the grievance procedure the grievor shall be represented by a Union Representative. If the attendance of witnesses who are Employees or Personnel is requested, such witnesses shall be granted time off for a period of time sufficient to permit them to appear at the hearing. The number of witnesses shall not be greater than the number which can be spared from the operation without interfering with the services of the Company. In the event that a witness cannot appear at the hearing in person, their testimony may be entered in writing.

## **ARTICLE 17 - ARBITRATION**

- 17.01 Any dispute not settled in Article 15 or Article 16 may be submitted to arbitration for a decision under the provisions herein set forth. The party requesting arbitration will serve notice of intent to arbitrate to the other

party within thirty (30) calendar days of receipt of a decision rendered at the Step Two level or Appeal Level Two.

## **17.02 SINGLE ARBITRATOR**

Within seven (7) calendar days of receipt of notice of intent to arbitrate, the recipient will contact the other party or their counsel to determine a mutually agreeable Arbitrator.

## **17.03 ARBITRATION BOARD**

Either party may opt for an Arbitration Board to consist of three (3) persons. If the party requesting arbitration so opts, it shall advise the other party in the notice of intent to arbitrate. If the party receiving the notice so opts, it shall advise the other party within seven (7) calendar days of receipt of notice of intent to arbitrate. Within ten (10) calendar days of service or receipt of advice that an Arbitration Board is desired, each party will select one (1) person each and a third party who shall be a mutually acceptable person to the other two persons.

- 17.04** If the Company and the Union cannot agree as to an Arbitrator, or if the two selected nominees cannot agree as to a third member, within seven (7) calendar days, either party shall request the Minister of Labour to appoint. In the case of an Arbitration Board the third person shall sit as Chairman of the Board.
- 17.05** The Company and the Union shall share the costs of the Arbitrator and the Chairman of the Board, but each shall pay the cost and expense of their own nominee to an Arbitration Board.
- 17.06** The Arbitrator, or the Arbitration Board, shall make every effort to complete the hearing of the case within thirty (30) calendar days and to issue a written decision to the parties within fifteen (15) days of completion of the hearing.
- 17.07** The decision of the Arbitrator or the majority decision of the Board shall be final and binding on all parties. The Arbitrator or the Chairman of the Board shall establish procedures at the hearings consistent with natural justice.
- 17.08** A decision shall not be inconsistent with the provisions of the Agreement nor shall it alter or modify it. The Arbitrator and the Arbitration Board shall have the authority to alter or reduce discipline or discharge penalties, or exonerate the Employee. In the case of monetary awards, the decision shall rest with the Arbitrator or the Arbitration Board.

## **ARTICLE 18 - UNION/EMPLOYEE/MANAGEMENT COMMUNICATIONS**

### **18.01 BULLETIN BOARDS**

- 18.01.01 The Company will provide a Bulletin Board for the sole use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the Personnel.
- 18.01.02 All such notices must be signed by the proper officer of the Union and submitted to the Manager or his representative for approval prior to posting. Such approval will not be unduly withheld.

### **18.02 ORDERS IN WRITING**

- 18.02.01 All orders and advice to an Employee involving a change in classification, promotion, demotion, dismissal, layoff, recall, disciplinary or discharge action, leaves of absence, time off, appointments and approved vacation dates shall be stated in writing, in advance, with copies to the Union as requested.

### **18.03 LETTERS OF UNDERSTANDING**

- 18.03.01 Any Letters of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A letter of Understanding shall be identified by a heading and a number, and must be signed by authorized representatives of both parties.

### **18.04 UNION-MANAGEMENT MEETINGS**

- 18.04.01 It is recognized that meetings between the Company and the Union are necessary to promote harmonious Employee/Employer relations and for the establishment for mutual confidence and trust. Such meetings shall be held at least once per quarter.
- 18.04.02 The dates for Union-Management meetings will be established at the beginning of each year but may be altered or cancelled by mutual agreement. One week prior to the meeting the parties will exchange agenda items. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties. The Company will release two representatives from the workplace to attend these meetings.
- 18.04.03 Meetings arranged with the foregoing shall not be considered as being in lieu of a grievance procedure hearing, however, they may be considered as being the discussion which is required prior to submitting the matter to a grievance procedure hearing.

## **18.05 COPIES OF AGREEMENT**

- 18.05.01 The Company and the Union desire that all levels of Management and all Employees affected by this Agreement be familiar with the provisions herein. For this reason, all Employees and all levels of Management concerned will be provided with a copy of the Agreement and any subsequent change to this Agreement including Letters of Understanding.
- 18.05.02 As soon as practicable, the Company and the union will meet to agree to a final draft of the Collective Agreement. Should the Company and the Union agree on a printer, the parties will arrange mutually for the printing of the booklet and costs of printing will be shared equally.

## **ARTICLE 19 - HEALTH AND SAFETY**

- 19.00 Where an employee is injured at work and is unable to work the Company shall pay them for the balance of their shift.
- 19.01 The Company will make adequate provision for the safety and health of all employees during the hours of employment.

The Company will make every effort to comply in a timely manner with all legislation pertaining to Occupational Health and Safety.

The Union agrees to actively promote measures to assure the Health and Safety of all employees.

The Company agrees to provide one Health & Safety Representative with two (2) hours off per month to conduct Health & Safety related business with no loss of pay. Such time must be taken at the workplace, and scheduled, subject to service pressures and the employees hours of work.

The parties agree to set up a Joint Health and Safety Committee. Two (2) members from the Company and two (2) members from the Union. When an unsafe practice is alleged, the Chairman of the Union Safety Committee shall be informed promptly by the Safety Supervisor of his findings and actions intended. If there is a disagreement between the Chairman and Safety Supervisor as to the problem or action taken, the Chairman shall have the right to investigate the problem and failing settlement, may lodge a grievance. In addition to the duties given to committees under health and safety legislation the committee will:

- Promote compliance with pertinent legislation.
- Tour the plant to check on health and safety hazards not less than once each month.



- Investigate all accidents, safety related incidents and provide a summary to Company and Union.
- Meet at least once a month to review their findings and make recommendations to management on the elimination of health and safety hazards.
- Structure a training program of at least two hours per year for all employees on health and safety. The Company is to provide each employee with Chemical Hazard Training which includes WHMIS and Food Handlers Training, where applicable. The Union agrees to provide professional assistance wherever possible to support the Company.
- Receive prompt notification of any fatalities or serious injuries resulting from work-related accidents and in addition, to be informed of major accidents that did not result in serious injury but indicate a high potential for such.
- Review ergonomic issues arising in the workplace. The Company will give reasonable consideration to the recommendations put forth by the Committee.

19.01.01 No complaint will be initiated with the Government Agency concerned prior to it being presented to the Health and Safety Committee.

19.01.02 The Company agrees:

To provide appropriate training to the Health and Safety representatives.

No employee will be disciplined in the event that he or she has complied with the Occupational health and Safety Act as it is now written or hereafter amended.

Will disclose the identity of all known physical agents or toxic materials to which workers are exposed. Also, symptoms, medical remedies and antidotes at the request of the Union.

19.01.03 The Company agrees to supply, at no cost to the Employee, all sanitary and safety clothing and equipment that is required to be used including rubber gloves, insulated gloves where required, gloves for Drivers, hair coverings, goggles, first aid supplies must be accessible, an eye wash area shall be set up. Additionally, where in the interest of safety and because special footwear is necessary (e.g. safety toe, special support, non-slip sole), the Company will, on receipt of proof of purchase, reimburse the Employee one hundred percent (100%) of the cost of same to a maximum of ninety five dollars (\$95.00) every twelve (12) months or one hundred and ninety dollars (\$190) every twenty four (24) months, on a separate cheque. (No change to remainder.)



Coveralls will be supplied for employees who work in the freezer.

Employees who perform their regular duties outside the building will be supplied with insulated rain jackets at no cost to the employee.

- 19.01.04 All persons may be required to pass the prescribed Company medical prior to employment. When an Employee is required to take any subsequent medical for the purpose of meeting sanitary and hygienic standards, the Employee may elect to have the medical examination performed by the Company Doctor or by another Doctor of the Employee's choice. In the event the Employee elects to have the examination performed by someone other than the Company's Doctor, the Employee assumes responsibility for all costs resulting there from. Any medical examination taken by the Employee on direction from the Company shall be taken on Company time and be deemed to be time worked.
- 19.01.05 The Company shall provide a cot, or some other acceptable form of furniture, for the use of an Employee who becomes incapacitated while at work. Such facility shall be located on Company premises, in a quiet place that is not open to the public.

#### **19.01.06     Orientation and Training**

The Company and Union recognize the value of orientation programs for employees. The Company agrees to provide such orientation for new hires including:

- organization structure
- relevant policies and procedures
- duties of the position
- physical layout of the facility
- hazards pertaining to the job

When an existing employee first works in a new area, the Company shall ensure that the employee is aware of the duties of the position and any hazards pertaining to the job.

#### **19.01.07     Minute of Silence**

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of those persons who have died in industry accidents.

### **ARTICLE 20 - GENERAL**

#### **20.01 UNIFORMS**

20.01.01     The Company shall compile and publish a list of those health, sanitary, and safety components that will constitute the uniform or the standard of dress policy in a workplace at a base. Those Employees who are required to wear those components which conform to Company specifications at a base will be provided with such and, additionally, the cleaning of same shall be provided by the Company.

20.01.02     Uniform organization will be performed either by a Porter or Production Assistant. The Company will schedule, subject to adjustment, designated times for such duties which will allow sufficient time for the work.

20.01.03     The Company agrees to consider the wishes of the Employees when changes are to be made in uniform items.

#### **20.02 PARKING**

20.02.01     The conditions in effect prior to this Collective Agreement governing the provisions of parking space for Employees while at work will not be reduced during the life of this Agreement without first reaching mutual agreement with the Union.

- 20.02.02 At those places of work where the Company has provided Employees with parking space, the Company shall continue to provide such facilities and ensure they are safe for employees use (e.g., proper lighting/snow removal)

### **20.03 FOOD AND BEVERAGE**

- 20.03.01 Where meal and rest periods have been provided to Employees under this Agreement, the Company will provide a meal and/or beverage (including filtered water) without cost to the Employee. While it is recognized that the Company has the right to control the menu, the Company agrees that they will vary the menu and give due consideration to vegetarian needs. The Company will consider input from employees with regard to variety and type of food and beverages served.

- 20.03.02 Staff Cafeteria duties will be performed by a Production Assistant. The shift schedules will indicate those shifts that include Staff Cafeteria duties. The Company will schedule, subject to adjustment, designated times for such duties which will allow sufficient time for the work.

Where necessary, Staff Cafeteria duties may be re-assigned as a result of operational requirements.

Clean up of the Cafeteria will be performed by either a Porter or a Production Assistant.

- 20.03.03 Employees will be permitted to purchase catering from the Company at a discount of ten percent (10%) from outside customer prices, and the Company shall keep a current price list of catering items posted for the information of the Employees. It is understood that such purchases will be limited to the social needs of the Employee and resale is strictly prohibited.

- 20.03.04 Employees are cautioned that they are not permitted to remove any property in the care, custody or control of the Company from the flight kitchen without written permission from the Management. Any breach of this rule could result in serious discipline up to and including discharge.

### **20.04 PERSONAL STORAGE SPACE**

- 20.04.01 Employees shall be furnished with individual secure storage space for safe keeping of personal effects. In the event that the Company agrees to supply padlocks at a base, the Company will have the right to select the type of padlock.

### **20.05 SAVING CLAUSES**

- 20.05.01 Should any part or provision of this Agreement be rendered invalid by reason of Legislation enacted by the Government of British Columbia,

such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. By request of either party, the Company and Union shall forthwith meet to negotiate a replacement provision for the article so affected, which will be reflected as a Letter of Understanding outside the collective agreement. Failing agreement to amend the provision in question, the matter will be set aside for the next round of bargaining.

- 20.05.02 The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with another Company in which the work force is represented by another labour organization the representation rights and status quo of this Union shall be maintained until a final determination is made under the British Columbia Labour Code as to the proper representative of the combined group.

## **20.06 LIFE INSURANCE AND MEDICAL BENEFITS**

- 20.06.01 The Company will provide life insurance to all Employees who have completed three (3) months of service. The insured amount is twenty-four (24) times the equivalent monthly basic gross salary, rounded out to the closest increment of \$500.00.
- 20.06.02 The Company will provide \$10,000 Accidental Death and Dismemberment Insurance for accidental injury or death whilst travelling on Company business.

## **20.07 PREPAYMENT OF BENEFITS**

- 20.07.01 An employee who is removed from the active Employee payroll by application of Article 11 (excluding Voluntary Leave), Article 21.06 (GIDIP) and LOU No. 2 and such removal from the payroll results in an interruption to Employees' benefits, the Company will continue to pay benefits for six (6) months.

Employees will be allowed to continue coverage for an additional six (6) continuous months provided they pay 100% of cost of coverage. Payment must be made no later than the last business day of the previous month. If payment is not made on the last business day of the previous month then the employee will be deemed to have forfeited his/her right to prepay benefits coverage.

- 20.07.02 An Employee who is laid-off and does not qualify for benefits outlined in Article 10.12 will be allowed the benefit package per LOU 1.03.08 for six months.

## **20.08 HUMAN RIGHTS AND SEXUAL HARASSMENT**

The Company and the Union agree that discrimination and/or harassment of any employee because of race, colour, national or ethnic origin, religion, age, sex, sexual orientation, disability, marital or parental status, family relationship and place of residence, membership in and/or activities on behalf of the Union, political party, organizations and associations is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination, abusive and demeaning treatment, and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

20.08.01 Sexual harassment is unsolicited, one sided and coercive and shall be defined as:

Any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or threatens his/her well being. Sexual harassment might also, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion or threatens his/her well being and can be expressed in any number of ways, such as:

- unnecessary touching or patting
- suggestive remarks or other verbal abuse
- demands for sexual favours
- leering and compromising invitations
- physical assault or
- implied or actual threats to the victim or his/her job

20.08.02 A complainant may either initiate a grievance under the grievance procedure of the collective agreement or file a written complaint under this Article through the President of the Local Union. A grievance or written complaint outside the grievance procedure will be submitted to the General Manager. These procedures will not be available if an employee elects to file a complaint with the Human Rights Commission, in which case the employee (the complainant) will not also have the right to raise the matter under the grievance procedure.

20.08.03 All information concerning the case will be kept confidential and not placed on the complainant's file. Should the complaint be unsubstantiated, it will not be placed on the alleged harasser's file.

20.08.04 The alleged offender shall be given notice of the substance of such a complaint under this Article.

20.08.05 The Parties agree that complaint will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing a complaint.

- 20.08.06 Where any party to the proceeding is not satisfied with the findings, the complaint may within thirty (30) days be referred to an arbitrator or arbitration board for a final and binding decision.
- 20.08.07 The Company agrees to provide Human Rights and Anti Harassment training for all employees. The Company recognizes and may elect to use the trainer offered by the Union at no cost.
- 20.08.08 The word "spouse" in the Collective Agreement shall be deemed to include same sex partners. The Company agrees to amend all benefit plans to include same sex partners. This will be administered in the same manner as common-law spouse, with the exclusion of pension until change in the legislation.

## **20.09 KITCHEN EQUIPMENT**

The Company will provide adequate kitchen tools (e.g. knives, cutters, etc.) for Production Assistants to perform their work. The Company agrees to provide all required knife sharpening at least three times per year, for all employees who work in the kitchen.

## **20.10 ELECTRONIC MONITORING**

Electronic television or camera equipment, such as closed circuit television, installed in areas where employees covered by this Agreement are working, will not be used for surveillance of employees on scheduled duty in their assigned work areas nor will such equipment be installed in the employees' lunch rooms or rest areas.

## **20.11 VIOLENCE AGAINST WOMEN**

The Parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

## **ARTICLE 21 - BENEFITS**

The Employee Benefit Programs to be as follows:

- 21.01 Provincial Medical will be paid 100% by the Company.
- 21.02 Dental coverage will be paid 100% by the Company.

- 21.02.01 Effective May 1, 1995 the Company will increase the dental benefit coverage to 100% for basic services payable.
- 21.03** Major Medical coverage will be paid 100% by the Company.
- 21.04 Vision Care will be two hundred (\$200) every two (2) years and paid one hundred percent (100%) by the Company.
- 21.05** Group Life Insurance coverage will be paid 100% by the Company.
- 21.06** Group Disability Income Plan (GIDIP) will be paid 100% by the Employee.
- 21.06.01 The GIDIP program will take effect on the fourteenth calendar day off work.
- 21.06.02 The Company will arrange for all benefit programs with the exception of GIDIP which shall be arranged by the Union. The Company will continue to deduct benefit premiums for GIDIP and these premiums may vary during the life of the Agreement.
- 21.07** Employees covered under another Dental or Extended Health Care Plan or effective January 1, 1992 Provincial Medical Plan who chose not to be covered under the Company's plan will be reimbursed fifty percent (50%) of the cost to the Company of a single plan each month if requested.

## **21.08 PENSION PLAN**

- 21.08.01** The Company agrees to contribute effective May 01, 2008 forty eight cents (\$.48), a further four cents (\$.04) effective May 01, 2009, a further three cents (\$.03) per compensated hour for each permanent employee to the Canada Wide Industrial Pension Plan.
- 21.08.02 Pension contributions for casual workers will be in accordance with Letter of Understanding 1.03.08.

## **ARTICLE 22 - CHECK-OFF OF UNION DUES**

- 22.01** The Company shall deduct on the payroll for the last applicable pay period of each month from wages due and owing to each Employee under this Agreement such sum as may be uniformly assessed under the Union Constitution for monthly dues and initiation fees.
- 22.02** The amount to be deducted shall not be changed except to conform with a change in the Union's Constitution.
- 22.03** Membership in the Union shall be available to any Employee eligible under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants.



Membership shall not be denied for reasons of race, national origin, colour or religion.

- 22.04** Deductions shall commence on the payroll for the last applicable pay period of the first full calendar month of service.
- 22.05** If the wages of an Employee payable on the payroll for the last applicable pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such Employee by the Company in such month. The Company shall not, because the Employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 22.06** Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deduction for provident funds shall be made from wages prior to the deduction of dues.
- 22.07** The amount of dues so deducted from wages accompanied by a statement of monthly dues check-off list including additions, deductions, employee's name and number and location shall be remitted by the Company to the Union.
- 22.08** The Company shall not be responsible financially or otherwise, either to the Union or to any Employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances; however, in any instance in which an error occurs in the amount of any deduction of dues from an Employee's wages, the Company shall adjust it directly with the Employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.
- 22.09** In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls, or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel fees are incurred these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES**

- 23.01** The Company will give the Union as much advance notice as possible of any impending technological change which will affect a change in working conditions with adverse effects on the employee. Such notice will not be less than ninety (90) days

## **ARTICLE 24 - CONTRACTING OUT**

- 24.01** In the event the company engages in contracting out work normally performed by members of the bargaining unit, such contracted out work shall not be performed by the contractor on the company premises.
- 24.02** Should any layoff result from sub-contracting, the Company agrees to inform the Union and consider no-cost alternatives to reduce the number of employees affected by the layoffs through other programs, e.g. leave of absence, etc.

From date of ratification up to and including April 30, 2014, the provisions of this article will be suspended.

The company will not contract out dishwashing, Galley Building, Cutlery, Starbucks, Bakery, and overall functions or significant amounts of food production work during the term of this agreement (from date of ratification to April 30, 2014). For clarity, this does not include work that has been historically outsourced as part of normal business practice.

## **ARTICLE 25 - DURATION**

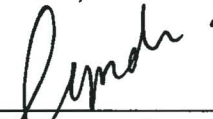
- 25.01** This Agreement shall become effective January 14<sup>th</sup>, 2011 except as otherwise provided herein and shall continue in full force and effect until April 30<sup>th</sup>, 2014, and may be varied by mutual agreement in writing between the parties hereto. It shall remain binding thereafter from month to month unless notification in writing to reopen the Agreement is served by either party hereto on or before ninety (90) days prior to the expiry date, or on any continuation of expiry date on a month to month basis subject always to Article 25.03 below.
- 25.02** Where notice to bargain collectively has been given, the Union and the Company shall without undue delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
- 25.03** This Agreement shall remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Provincial laws have been met and no agreement has been reached.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

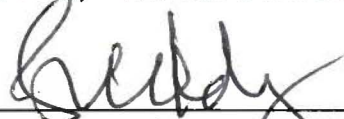
For the Company:  
CLS Catering Services Ltd.

  
\_\_\_\_\_  
David Wainman, Director of Operations


  
\_\_\_\_\_  
Cindy Dicaire, Human Resources

  
\_\_\_\_\_  
Lyndon D'Souza, Executive Chef

\_\_\_\_\_  
Maria Wall, Financial Controller

  
\_\_\_\_\_  
Suneel Reddy, Operations Manager

For the Union:  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada) and  
Its Local 2002

  
\_\_\_\_\_  
Harry Achari, Chairperson

  
\_\_\_\_\_  
Kathy Prpick, Committeeperson

  
\_\_\_\_\_  
Lillian Chen, Committeeperson

  
\_\_\_\_\_  
Alan Sun, Committeeperson

\_\_\_\_\_  
Ron DiPasquale, Executive Assistant

  
\_\_\_\_\_  
Mike Byrne, National Representative

## **LETTER OF UNDERSTANDING NO. 1**

### **RE: CASUAL EMPLOYMENT**

L1.01 The Company will endeavour to staff its operation with Employees on a full time basis, whenever a reasonable degree of Employee utilization can be achieved. It is recognized however, that employment of Casual Workers may be desirable due to varying work loads or to relieve temporary absences of Employees. When Casual workers are employed it will not result in the deterioration of the working conditions and scheduling of permanent full-time employees.

L1.02 The provisions of the collective agreement shall apply to Casual workers unless modified herein Letter of Understanding #1.

L1.03 Casual workers employment will be consistent with the following:

L1.03.01 Casual workers in a classification will be laid off prior to permanent full-time employees. In the event of a significant economic downturn in the business, such as the loss of a customer or the elimination of a scheduled sector serviced by the Company, the Company and the Union will meet to implement ways and means of addressing the problem through rescheduling and reallocation of permanent staff to flexible shift scheduling and days off. Where this is not possible employees will be laid off in accordance with Article 10.

The Union agrees that it will not unreasonably withhold agreement in the event that it becomes necessary to implement this provision.

Where a permanent employee, affected by this clause, elects to accept casual work in their classification, they will go to the top of the casual list and be offered shifts in seniority order and will retain their permanent full time pay rate and benefits under Article 21.

L1.03.02 Casual workers in the Production Assistant and Operations Assistant and Porter classifications shall receive the hourly rate of pay as outlined in Article 5. Upon completion of one thousand five hundred (1500) hours they shall be paid the starting rate of the classification. Casual workers in other classifications shall receive the hourly rate of pay equal to the starting rate of pay for their classification, upon completion of each one thousand nine hundred and fifty (1950) hours in the classification he/she shall be moved up the scale for that classification by one increment.

L1.03.02.01 Casual workers who have been in the employ of the Company prior to May 1, 1987, will be paid the hourly rate of pay, including applicable shift premiums of the classification in which the work was performed, as set out in the Agreement.

- L1.03.03 Subject to LOU #10, work opportunities shall be offered to Casual Workers on a seniority basis. Casual employees shall not refuse work opportunities without valid reason. If a Casual Worker refuses an assignment without valid reason he/she shall be deemed to have resigned.

Casual employees will be allowed at least 8 hours between shifts.

- L1.03.04 Casual Worker may request in writing to local management for permanent employment in their classification and shall have preference over new hires subject to ability and merit being sufficient. Preference shall be given to the Casual Worker(s) in the order of seniority.

- L1.03.05 Should a casual worker status change to permanent full-time, his/her accumulated hours of work shall be converted to months of Company service (162.5 hours = 1 month of Company service) and be carried with them for the purpose of vacation entitlement only.

A Casual Employee who changes status to permanent full-time in the Production Assistant, Production Coordinators, Operations Assistant/Porter, Storeman/Receiver classifications will move to the start rate of the permanent rates of pay. For a status change to permanent full-time in any other classification, he/she will be credited with hours worked in that classification and hours worked in any higher rated classification.

- L1.03.06 Casual employees may request vacation time off without pay as follows:

- a) Two weeks in the calendar year following the commencement of employment, and in subsequent years.
- b) Three weeks in the calendar year following the fifth anniversary of employment, and in subsequent years.

Requests received at least fourteen (14) days before the commencement of the vacation will, whenever possible and subject to operational requirements, be approved or denied seven (7) days prior to the commencement of the vacation.

Vacation pay will be paid on each pay cheque for a pay period in accordance with the following:

- a) Under 5 years 4% of gross earnings
- b) 5 years or more 6% of gross earnings

Note: For this clause 1950 hours = 1 year of service.

**L1.03.07     Statutory Holiday Pay**

Casual workers will be compensated for work on a general holiday in accordance with the British Columbia Employment Standards Act.

**L1.03.07.01** To be eligible for statutory holiday pay a casual employee must be employed for at least thirty (30) calendar days.

**L1.03.07.02** Casual employees who have worked on at least fifteen (15) of the thirty (30) days prior to a statutory holiday are entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by the number of days worked.

**L1.03.07.03** If a casual employee has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday they are entitled to pro-rated statutory holiday pay calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).

**L1.03.07.04** Vacation days count as days worked when determining entitlement to statutory holidays and vacation pay counts as wages earned when calculating the amount of statutory holiday pay.

**L1.03.07.05** When a casual employee works on a statutory holiday, in addition to the above, they receive time and one half for the first eleven (11) hours worked and double time thereafter.

**L1.03.08** Upon completion of nine hundred and seventy five (975) hours in a twelve (12) month period the Company will give the Casual worker the option of the following benefit plans:

1. Provincial Medical Coverage and Pension Plan paid 100% by the Company.
2. Provincial Medical Coverage and Benefits outlined in Article 21 (Dental, Major Medical, Vision Care, Group Life) on a fifty percent (50%) cost share basis with the Company and Pension Plan paid 100% by the Company.

**L1.03.09** Paid meal and rest periods based on a proration of those accorded to permanent full-time employees will be granted to Casual Worker based on the hours worked in a day.

**L1.03.10** While on probation Casual Worker will be represented by the Union. Upon having worked nine hundred and seventy-five (975) hours in a classification they will have completed their probationary period and be considered permanent employees for the purpose of grievance and/or arbitration procedures. If a Casual employee becomes permanent full-time prior to completion of nine hundred and seventy-five (975) hours all time worked will be applied per provision of Article 9.01.



- L1.03.11 All Casual Workers are required to pay Union dues and such will be deducted in accordance with the Collective Agreement.
- L1.03.12 The terms of Article 6, 7.06, 10.07 – 10.12 inclusive, 11.05, 11.07 and 11.08 shall not apply to Casual Workers. With respect to Article 11.07 (Compassionate Leave), a casual employee with two years and 3900 hours worked is entitled to three (3) days of paid leave on the death of a member of the employee's immediate family.
- L1.04 Utilization of Casual Worker employment will be consistent with the following:
- L1.04.01 To perform work which results from the temporary intermittent increase in workload. Monthly hourly utilization under this Article will not exceed sixteen percent (16%) of the total scheduled hours credited to permanent full time employees in the preceding months. The sixteen percent (16%) will be a rolling average calculated monthly over a twelve (12) month period.
- L1.04.02 To replace permanent full-time Employees for the following reasons:
1. temporarily absent due to a voluntary leave of absence to a maximum of ninety (90) calendar days.
  2. on maternity leave, and adoption leave, not to exceed the length of the leave.
  3. on time off for Union business.
  4. absent due to sickness or accident not expected to continue for more than ninety (90) days.
  5. temporarily fill vacancies for the period required to fill a permanent vacancy with an Employee in accordance with Article 12.
  6. absent for vacation and bank time not covered by relief (Article 6.06.01.02).
- L1.04.03 In the event the Company exceeds the allowable number in L1.04.01 they will meet with the Union at a headquarters level to discuss and resolve the issue. Where the problem continues the Company will create permanent full time positions and offer to Casual workers in order of seniority.
- L1.05 At the end of each month the Company agrees to provide the Union with the total scheduled hours credited to permanent full-time employees and to Casual Workers and a list of Casual Workers who worked and the reason for the requirement. The Company will also provide each month the individual hours worked by each Casual Worker on an individual basis.



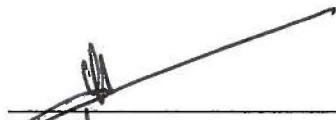
L1.06 Pursuant to L1.04.1, it is agreed that during the peak summer months (June 01 to September 15) the Company may employ additional casual employees based on operational requirements not to exceed twenty percent (20%) of the total scheduled hours credited to permanent full time employees of the preceding month from October to May 30.

The nature of this work is temporary. Employees who wish to return in the following and subsequent years must notify the Company by April 15 of each year. Seniority will be calculated based on his/her accumulated hours of work converted to months.

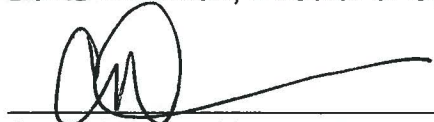
Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
CLS Catering Services Ltd.

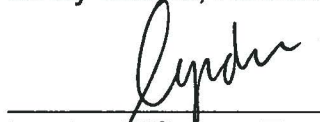
For the Union:  
National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada) and  
its Local 2002

  
\_\_\_\_\_  
David Wainman, Director of Operations

  
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Harry Achari, Chairperson

  
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Cindy Dicaire, Human Resources

  
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Kathy Prpick, Committeeperson

  
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Lyndon D'Souza, Executive Chef

  
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Lillian Chen, Committeeperson

  
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Maria Wall, Financial Controller

  
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Alan Sun, Committeeperson

  
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Suneel Reddy, Operations Manager

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Ron DiPasquale, Executive Assistant

  
\_\_\_\_\_  
Mike Byrne, National Representative

## **LETTER OF UNDERSTANDING NO. 2**

### **RE: OFF DUTY STATUS**

- L2.01 The purpose of this Letter of Understanding is to set forth the terms and conditions that will apply in the event of an industrial dispute involving any group of people who are not covered by this Collective Agreement, but whose action causes a reduction in the Company's service.
- L2.02 All provisions of the Collective Agreement not specifically modified or waived by this Letter will remain in effect. Any dispute arising from the terms and conditions of this letter will be referred to the Headquarters level as soon as possible without prejudice to the Union's rights to initiate a formal grievance.
- L2.03 Only those Employees who are not required to work during the period the Company's services are affected shall be placed on "Off-Duty Status".
- L2.04 Casual Workers at a base will be placed on "Off-Duty Status" before any Employees are affected.
- L2.05 The Company will determine the number of Employees required at each base and shall place only those Employees not required on "Off-Duty Status" in inverse order of seniority within each classification at each base.
- L2.06 The Company may also offer leaves of absence in order of seniority in increments of one week although such leaves may affect E.I. benefits.
- L2.07 The Company shall provide notice of "Off-Duty Status" to only those Employees who are not required for duty. When the Company has received sufficient warning of the disrupting occurrence, it will give each applicable Employee a minimum of forty-eight (48) hours notice of impending "Off-Duty Status". When the Company has received no notice of such occurrence, a minimum of twenty-four (24) hours notice will be given to each Employee before being placed on "Off-Duty Status". Such notice shall be in writing to the Employee and shall include the following information.
- L2.07.01 The effective time and date of the start of "O.D.S.". This date may be deferred by verbal advice to the Employee.
- L2.07.02 Information concerning the continuation of Company benefits.
- L2.07.03 A summary of E.I. procedures to be followed by the Employee.
- L2.08 No Employee's shift schedule will be altered with regard to days off. However, individual shifts of those required to work may be altered to conform with major changes in the normal working hours of work

requirements at a base. The Company shall notify an Employee at least twenty-four (24) hours in advance of any alteration of a shift starting time. Such notice may be verbal but written notice will be provided as soon as possible.

L2.09 The Company will investigate the possibility of training during the dispute to reduce the number of Employees on "Off-Duty Status".

L2.10 Employees on vacation will remain on vacation and will be placed on "Off-Duty Status", if applicable, upon their scheduled return to work. Employees kept on duty or on "Off-Duty Status" will begin their vacations as scheduled. Employees may elect to take vacations scheduled for later in the year in lieu of being placed on "Off-Duty Status". The number of days of vacation entitlement taken at this time shall reduce the total entitlement. Employees will be paid for vacation days as follows:

$$1/N \times \text{Vacation Pay} \quad N = \text{Vacation Entitlement}$$

Thus, an Employee with 14 days' vacation entitlement who elects to take five days vacation in lieu of "Off-Duty Status" shall be paid 5/14ths of his vacation.

L2.11 Employees who are absent due to illness will continue to receive sickness benefits in accordance with Article 11.04 provided their seniority standing is sufficient to retain a position. When their seniority standing is not sufficient to retain a position, notice of "Off-Duty Status" will be given and sickness benefits will cease until the Employee is recalled. With the exception of the foregoing, all other Employee benefits shall remain in effect for those Employees on "Off-Duty Status". Company Service affecting Employee benefits (e.g., vacations, sick leave, pensions, incremental raises) will continue to accrue while an Employee is on "Off-Duty Status".

L2.12 Employees receiving disability insurance benefits will continue to receive those benefits until they are scheduled to return to work at which time they will be placed on "Off-Duty Status", if applicable. Employees whose illness commenced before the reduction of operations and who have not yet completed the waiting period will receive disability insurance benefits as scheduled subject to proof of disability.

L2.13 There shall be no overtime or recall at any base where Employees are on "Off-Duty Status". Overtime will only be worked in situations requiring immediate action which could not have been reasonably planned for and under no circumstances will overtime exceed one (1) hour for an individual shift. All other overtime requirements or increased staff requirements shall be filled by recalling Employees on "Off-Duty Status" in order of seniority.

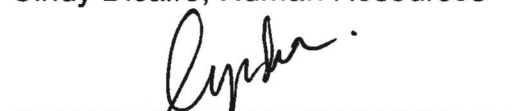
- L2.14 All Employees whom the Company is unable to contact to advise of "Off-Duty Status". However, written notice will still be sent to the Employee in accordance with L2.07.
- L2.15 To ease the financial burden caused by being placed on "Off-Duty Status", an Employee may remove up to minus sixty-eight (-68) hours from his time bank providing such removal does not result in a total undertime credit in excess of minus 85% of the time lost due to being placed on "Off-Duty Status". It is recognized that undertime credits must be regarded as a loan from the Company which is fully recoverable in the event of termination of employment with the Company. Further, any such undertime in excess of minus ten (-10) hours must be repaid within one (1) year from the termination of the dispute.
- L2.16 When the labour dispute which caused the disruption of service is settled, the Company will recall all Employees on "Off-Duty Status" in order of seniority by classification at the base. During the first twenty-four (24) hours after settlement, Employees who were scheduled to work that day may be recalled to shifts determined by the Company, and the notice requirements referred to in Article L2.08 shall not apply. Employees not scheduled to work will be credited at recall rates. Following that period, all Employees will resume their regular shift schedule.
- L2.17 The notice for return to work may be verbal but must also be confirmed later in writing. Employees who have left their home base while on "Off-Duty Status" will be allowed a reasonable length of time to return to work.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
CLS Catering Services Ltd.

  
\_\_\_\_\_  
David Wainman, Director of Operations

  
\_\_\_\_\_  
Cindy Dicaire, Human Resources

  
\_\_\_\_\_  
Lyndon D'Souza, Executive Chef

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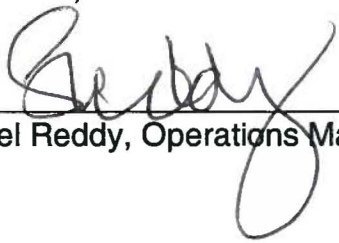
  
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Harry Achari, Chairperson

  
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Kathy Prpick, Committeeperson

  
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Lillian Chen, Committeeperson

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Maria Wall, Financial Controller



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Suneel Reddy, Operations Manager



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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant



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Mike Byrne, National Representative



## LETTER OF UNDERSTANDING NO. 3

### RE: NEW CLASSIFICATIONS

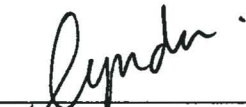
L3.01 The parties agree that should the Company's operation expand to include other Employees than those already described in Article 4 of this Agreement and provided such Employees are not clerical or Management they will be covered by this Agreement.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

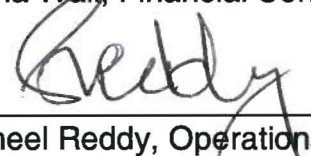
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Ron DiPasquale, Executive Assistant

  
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Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 4

### RE: PRODUCTION ASSISTANT WORK AREA RESTRICTIONS

L4.01 Notwithstanding Article 4.04, which, effective with Collective Agreement Number 3, permits Production Assistants to perform duties within the Baking Area and the Cooking Area, the Company agrees that Production Assistants shall not work in either the Baking Area or Cooking Area while any of the Apprentice/General/First Baker or while any of the Apprentice/General/First Cooks who are identified in L6.02 are on laid off status.

L4.02 Those employees referred to in L6.01, who are in the Baker and Cook classifications are:

#### **BAKER**

##### Apprentice

-----

##### General

Paterson, Reta  
Ng, Judy  
Malhi, Balwinder  
Achari, Arumugam

##### First

Hahn, Dorinda  
Lin, Lily

#### **COOK**

##### Apprentice

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##### General

Chow, Lai Kuen

##### First

Ng, Sun Fong

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
CLS Catering Services Ltd.

  
\_\_\_\_\_  
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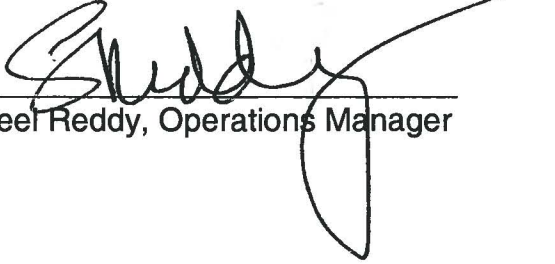
  
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Maria Wall, Financial Controller

  
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Alan Sun, Committeeperson

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Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 5

### RE: LAID OFF EMPLOYEE PERMANENT WORK

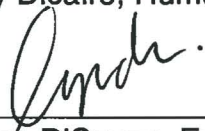
L5.01 The Company agrees to offer a permanent position to a laid off Employee in accordance with Article 10.07 whenever continuous work in the Employee's classification will be available for a consecutive period of four weeks or more.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

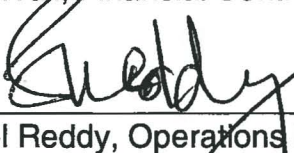
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Ron DiPasquale, Executive Assistant

  
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Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 6

### RE: APPRENTICE PROGRAM

L6.01 Employees are encouraged to enrol in a Company-approved Apprentice Cook or Apprentice Baker program at a recognized vocational institute. The Company will pay for the tuition subject to the number of Employees enrolling in the program. Every effort will be made to either grant a leave of absence to attend or to arrange alternate shift schedules to the extent possible to assist the Employee in completing the program.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

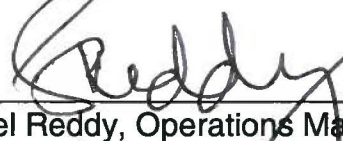
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## LETTER OF UNDERSTANDING NO. 7

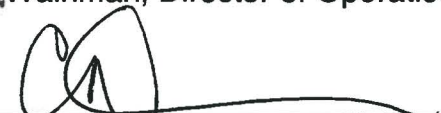
### RE: QUALIFICATIONS


L7.01 Within thirty (30) days of ratification of Agreement the Company will, after discussions with the Union, post a list of qualifications for each classification. The qualifications listed shall be those considered under Article 12. The qualifications will not be changed without mutual agreement from the Union.

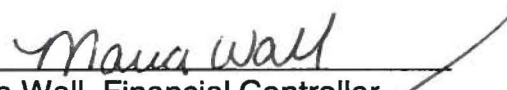
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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant

  
\_\_\_\_\_  
Mike Byrne, National Representative



## LETTER OF UNDERSTANDING NO. 8

### RE: AIRSIDE TRAINING

In recognition of the desire of both the Company and the Union to improve training airside, the Company will institute the following:


1. The establishment of an airside training module.
2. The training and instruction of all employees required to work airside.
3. Records will be maintained listing staff who have completed the training module.

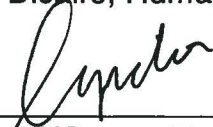
The training module will be developed by the Company with input from the Union and training will commence by September 30, 1999 for all current employees required to work airside. All new employees will receive the same instruction. Certain employees who are qualified by experience may not be required to undertake formal training.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

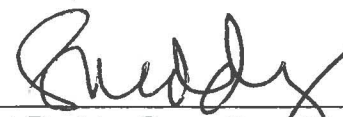
For the Company:  
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Lillian Chen, Committeeperson

  
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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant



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Mike Byrne, National Representative

## **LETTER OF UNDERSTANDING NO. 9**

### **RE: TRANSITION OF GALLEY BUILDING WORK**

During bargaining the parties agreed to move Galley Building from the Production Assistant classification to OA/Porter, providing the ability for Drivers to also work in Galley. In order to allow for a transition of this work it is agreed:

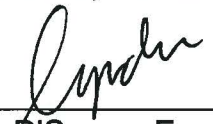
1. Full time positions in the OA/Porter and/or Driver classification which are created due to this change will be posted and filled in accordance with Article 12.
2. No permanent Production Assistants will be laid off as a result of this move in the six months following the date of ratification. In addition, three permanent full time positions will be retained in Cutlery for the same period of time. Beyond this period of time operational requirements will dictate the schedule.
3. Implementation will take place upon ratification. Shifts will be rebid in affected classification; Production Assistants, OA/Porter and Drivers.

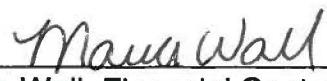
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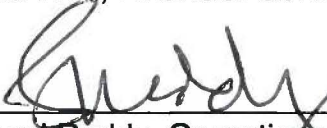
For the Company:  
CLS Catering Services Ltd.

  
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David Wainman, Director of Operations


  
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Ron DiPasquale, Executive Assistant



  
Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 10

### RE: COOKS HELPER

During bargaining the Company and Union discussed work flow of the Cooks and Production Assistants in the Cold Kitchen. The parties agreed they would establish a work area within in the Cold Kitchen called Cooks Helper. The Cooks Helper will be a Production Assistant and the position/shift will be bid in accordance with Article 6.

The Cooks Helper will work as a team with a Cook to prepare and set up flights. The parties acknowledge that in order for this system to work, the PA should be trained to enable them to properly perform the assigned tasks and should work with a Cook on a regular basis. It is recognized that there may be some cross over in traditional work, however the Helper will not be required to perform cooking duties.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
CLS Catering Services Ltd.

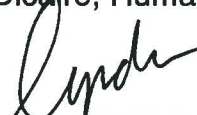
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Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 11

### RE: DRIVERS' LICENCES

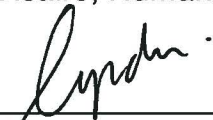
A number of High Lift Vehicle Drivers were hired when a commercial driver's licence was a requirement of the job. Although there is no longer a requirement the Company agrees to grandfather the employees who continue to maintain their commercial licence and reimburse them for related costs, e.g. doctor charges, provincial administration fee, and agrees to permit them time off when necessary every two (2) years to fulfill the medical requirement.


Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

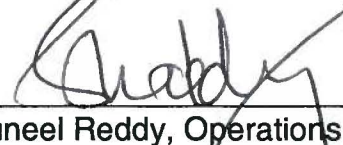
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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant

  
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Mike Byrne, National Representative

## **LETTER OF UNDERSTANDING NO. 12**


### **RE: SELECTION PROCESS**

1. It is agreed that the Company and the Union will meet within ninety (90) days of the ratification to develop a criteria for the filling of vacancies.
2. Both Parties agree to work towards standardizing the process and determining an objective method, which will be used for selecting the successful candidates when filling positions identified in the Article 12.01.03 and 12.01.04.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

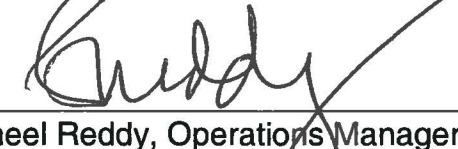
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Lyndon D'Souza, Executive Chef

  
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Maria Wall, Financial Controller

  
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Suneel Reddy, Operations Manager

For the Union:  
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Its Local 2002

  
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Kathy Prpik, Committeeperson

  
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Lillian Chen, Committeeperson

  
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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant

  
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Mike Byrne, National Representative



## **LETTER OF UNDERSTANDING NO. 13**

### **RE: BENEFIT PLANS**

The Company advised that the contract for the Benefit Plans has expired and they will be putting it out to tender.

It is agreed that in changing Benefit providers there will be no reduction of benefits nor increase in deductible amounts for CAW members.

Green Shield Canada will be one of the companies invited to bid on the Plans. The Company agrees to review the bids with the Union prior to awarding the contract. Provided there is no additional cost to the overall benefit program, the Company will include a prescription card.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
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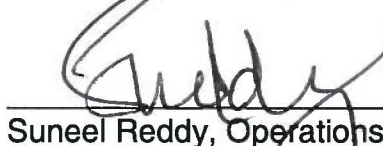
  
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## LETTER OF UNDERSTANDING NO. 14

### RE: LEADS AND OPEN VACATION

#### Leads

The Company advised that they intend to review and revise the Lead program in conjunction with establishing objective selection criteria for positions filled in accordance with Article 12. A revision to the Lead program may include a change in responsibilities and result in a new selection process for Leads.

#### Open Vacation Slots

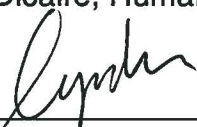
The Company and Union will develop a process for bidding vacation slots that become available throughout the year, such as a Vacation Bid Book, so that there is a simplified method of awarding open slots.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

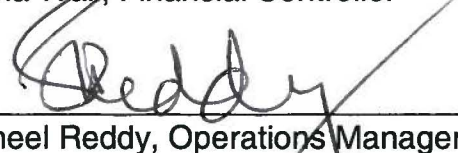
For the Company:  
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Ron DiPasquale, Executive Assistant

  
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Mike Byrne, National Representative

## LETTER OF UNDERSTANDING NO. 15

### RE: EI REBATE

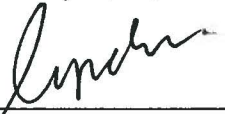
The Employer and Union will meet each year to determine how to spend the EI rebate for the benefit of the employees.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

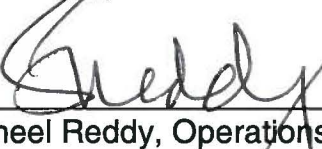
For the Company:  
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Mike Byrne, National Representative



## MEMORANDUM OF UNDERSTANDING NO. 1

### RE: APPROVED APPRENTICE BAKER AND APPROVED APPRENTICE COOK PROGRAMS

M1.01 A Joint Committee of two people shall be established for the purpose of agreeing to those programs that shall be deemed to be the approved Apprentice Baker Program and the approved Apprentice Cook Program.


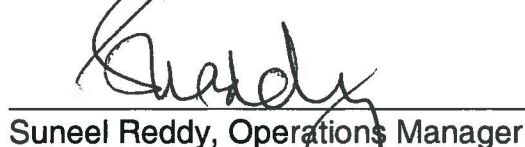
M1.02 The Joint Committee shall comprise one person designated by the Company and one person designated by the Union at the Headquarters level.

M1.03 The parties hereto shall exchange the names of their respective designees as soon as practicable so as to ensure the first committee meeting is held within ninety (90) days of signing this Agreement.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
CLS Catering Services Ltd.

For the Union:  
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Mike Byrne, National Representative

## **MEMORANDUM OF UNDERSTANDING NO. 2**

### **RE: SHIFT SCHEDULES FOR THE HIGH LIFT VEHICLE DRIVER, PORTER/RECEIVER AND CUSTOMER SERVICE COORDINATOR**

M2.01 Notwithstanding Article 6.02, 6.03 and 6.04, when the operational requirements due to new business acquired after April 16, 1987 dictate, the Company may establish shift schedules for the High Lift Vehicle Driver, Porter/Receiver and Customer Service Coordinator classifications where shifts have work days greater or less than eight (8) consecutive hours (including meal time) providing that:

- no more than thirty seven and one half (37-1/2) hours work is scheduled in a week and the week shall not be greater than five (5) working days.
- no work day shall be scheduled at less than seven and one half (7-1/2) hours or greater than ten and one-half (10-1/2) hours excluding meal time.

Shift starting times may vary during the week.

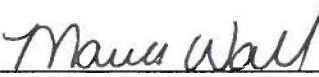
Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

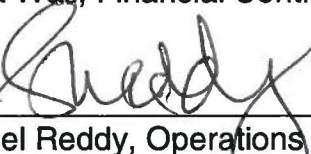
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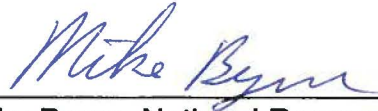
  
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Alan Sun, Committeeperson

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Ron DiPasquale, Executive Assistant

A handwritten signature in blue ink that reads "Mike Byrne". The signature is fluid and cursive, with the first name "Mike" and last name "Byrne" clearly distinguishable.

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Mike Byrne, National Representative

## MEMORANDUM OF UNDERSTANDING NO. 3

### RE: EMPLOYEES OF PWA AND EAGLE FLIGHT CATERING

M3.01 The Company agrees to recognize the past service of those Employees who had worked for Pacific Western Airlines in the Catering Department and who continued to work for Eagle Flight Catering Ltd. This recognition is applicable to, but not limited to, seniority and vacation entitlement.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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\_\_\_\_\_  
Mike Byrne, National Representative



## **MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**CLS CATERING LTD.**

**AND**

**CAW-CANADA AND ITS LOCAL 2002**

The provisions of this negotiated settlement which includes all provisions of the previous collective agreement, except those items modified and agreed by the parties as of April 11, 2005 or detailed in the following, are subject to ratification by the Union membership which shall be completed as soon as possible.

The Union agrees to fully recommend complete acceptance of the tentative agreement to its members. Once ratified, the collective agreement will be effective as of the date of advise of ratification, except as denoted in the collective agreement or as specified herein, and will continue in full force and effect until April 30, 2008 subject to Article 25.


Editorial changes to the collective agreement are subject to mutual agreement.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

For the Company:  
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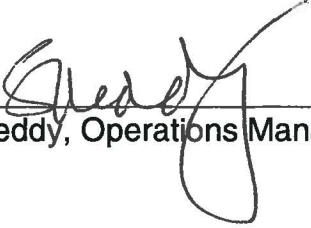
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Alan Sun, Committeeperson



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Suneel Reddy, Operations Manager

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Ron DiPasquale, Executive Assistant



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Mike Byrne, National Representative

## LETTER OF INTENT

### 10.06(E)

In the application of Article 10.06 (e), it is recognized that anyone working outside the Scope of this Agreement at the time of ratification will retain their seniority for a period of not more than six months.

### CASUALS

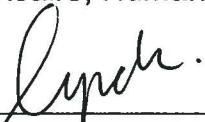
Following ratification, the parties will meet to review the scheduling of Casual Workers based on feasibility and business requirements.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

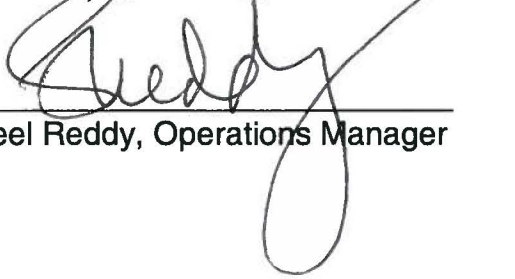
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## LETTER OUTSIDE THE AGREEMENT


### RE: SAFETY SHOE REPLACEMENT

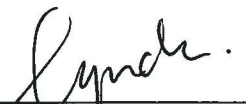
The Company commits that in addition to the provisions of Article 19.01.03, the Company will continue its practice of replacing safety shoes that are worn out within two (2) years.

Signed at Vancouver, BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

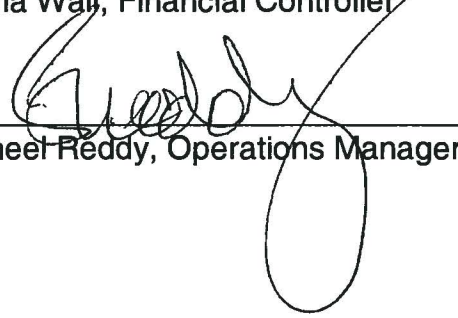
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