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COLLECTIVE AGREEMENT

BETWEEN

**CARA OPERATIONS LIMITED AND
AIRPORT SERVICES**

-AND-

MILK AND BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND
ALLIED **EMPLOYEES**, LOCAL UNION **647**
Affiliated with the International Brotherhood of TEAMSTERS

Received - union	<input checked="" type="checkbox"/>
Received - employer	<input type="checkbox"/>
Received - other	_____

EFFECTIVE: July 15, 1999
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COLLECTIVE BARGAINING INFORMATION

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THIS AGREEMENT made and entered Into this

day of _____, **1999**.

BETWEEN:

CARA OPERATIONS LIMITED
(hereinafter referred to as the "Employer")

- and -

MILK AND BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED
EMPLOYEES, LOCAL UNION **647**

Affiliated with the International Brotherhood of TEAMSTERS

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Collective Agreement between the Employer and the Union is to establish and maintain orderly collective bargaining relations, a procedure for the prompt and equitable handling of grievances, efficiency and economy of service, rates of pay, hours of work and other satisfactory conditions of employment,

ARTICLE 2 - RECOGNITION

2.01 The Employer agrees to **recognize** the Milk and Bread Drivers, Dairy Employees, Caterers and Allied Employees, Local No. **647** affiliated with the International Brotherhood of Teamsters as the bargaining agent for all employees of **Cara** Operations Limited in its Airport Services Division Flight Kitchen **#1**, Flight Kitchen **#2**, Home Meal Replacement, and Trucking and Commissary at Lester **B.** Pearson International Airport, in the City of **Mississauga**, save and except supervisors, persons above the rank of supervisor and office staff. In the event the facilities or part of same are moved to a new location the collective agreement and members will follow.

ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATIONS

3.01 Each month the Company shall deduct from the pay due to each employee who is covered by this Agreement commencing with the employees, first day of employment Union Dues as determined by the Secretary Treasurer of the Union. The Company agrees to a check-off of the Union Initiation Fee as determined by the Secretary Treasurer of the Union with the employees first pay such pay to be forwarded to the Union office. The Union shall supply the Company with the necessary check-off **authorization** cards. All dues shall be forwarded to the Union office by the **20th** of the following month.

3.02 In the case of an employee being off work for any reason when dues are to be deducted, said dues will be deducted fully from the first full pay upon return to work, unless otherwise instructed by the Secretary-Treasurer. Dues will be deducted from vacation **pay**.

3.03 The Union agrees to save the Company **harmless** from any suit or **judgement** arising from the above check-off arrangements.

3.04 All present employees in the bargaining unit who have acquired seniority shall become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the bargaining unit shall immediately upon the expiration of their probationary period become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment.

3.05 The Company will show the total amount of Union Dues deducted on each Employees **T-4** slip when issued. The Union Initiation fee will not be shown on the employees T4 slip.

ARTICLE 4 - RELATIONSHIP

4.01 Neither party nor representatives of the parties shall exercise or practise discrimination, interference, restraint or coercion against any employee, because of his participation or lack of participation in the Union.

4.02 The Business Representative of the Union shall be granted admission to the Company's various departments during the work hours to interview employees, after first receiving permission from the supervisor or his designate with the understanding that there will be no interruption in production

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to manage the enterprise in which it is engaged.

5.02 Without in any way restricting the generality of the foregoing, the Union further acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, transfer or promote employees;
- c) discharge, demote or discipline employees for just cause. It is understood that a claim by an employee that he has been discharged or demoted or otherwise disciplined without just cause may be the subject of a grievance and dealt with as heretofore provided.

ARTICLE 6 - NO STRIKE OR LOCKOUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that there shall not be any strikes or picketing during the life of this Agreement. The Company agrees that there shall be no lock-out during the life of this Agreement.

ARTICLE 7 - STEWARD REPRESENTATION & NEGOTIATING COMMITTEE

7.01 The Union shall through its members have the right to appoint or elect a Steward Committee which shall consist of fourteen (14) Stewards with the following distribution:

- | | |
|---|---|
| 6 | Flight Kitchen #1 - 1 per shift in food production area and equipment handling. |
| 3 | Commissary - 1 per shift. |
| 2 | Transportation - 1 morning shift, 1 afternoon shift. |
| 1 | Top up. |
| 2 | Flight Kitchen #2 |

In order to be eligible to be a Steward, an employee **must** have at least eighteen **(18)** months seniority with the Company. The number of Stewards may be altered by agreement between the parties.

7.02 It shall be the Steward's duty to represent eligible employees under the terms of this Agreement on any matter properly arising out of this Agreement and to cooperate with the Company in the administration of this Agreement. When the steward is working and on shift they will remain in their department while representing the employees unless otherwise authorized by their manager. If the Steward requires to leave their department they must first obtain approval from their supervisor and such request will not be unreasonably withheld.

7.03

The Union shall notify the Company in writing of the names and jurisdiction of each of the members of the Steward Committee and the Company shall not be required to **recognize** any such steward until it has been notified by the Union Business Representative of the name and jurisdiction of same.

7.04

The Union shall have the right to select a Negotiating Committee consisting of eight **(8)** Stewards of the bargaining unit who must have at least eighteen **(18)** months seniority with the Company. It shall be the negotiating committee's function to meet with the Company to negotiate the renewal of this Agreement. Members of the negotiating committee shall not lose a normal scheduled work day's pay exclusive of overtime for attendance at negotiation meetings with the Company,

7.05

An elected Shop Steward with eighteen **(18)** months or more seniority shall be the last employee laid off in his classification and department and shall be the first employee recalled within his classification and department, providing always he/she is capable of performing the work required.

7.06

The union may appoint a steward to replace a regular steward when they are off on vacation, extended sick leave, or leave of absence. I'

ARTICLE 8 - SENIORITY

8.01

An employee will be considered on probation and will not be placed on a seniority list until after he or she has completed the probationary period. The probationary period shall be **sixty (60) days** of work and unit seniority shall be retroactive to the first day scheduled for work or training exclusive of orientation, Employees who were hired on the same date will have their seniorities determined alphabetically.

8.02 Seniority lists based on the date on which employees commence to work for the Employer shall be established for each department within each unit and each classification in each unit and these seniority lists will be supplied to the Union. Seniority lists to be updated and posted quarterly, There shall be three (3) units, namely, Flight Kitchen #1 , Flight Kitchen #2, and Trucking and Commissary.

8.03 When an employee is transferred permanently from one unit to another unit his seniority shall also be transferred except for the hours of work and days off for a period of fifteen (15) months. As per Article 21.01 .

8.04 For the purposes of temporary transfers, the Employer may require qualified employees to perform work on any shift proceeding in order of least seniority until the necessary complement is reached.

8.05 For the purposes of lay-off or recall, the Employer recognizes that seniority, as outlined above, will be the guiding factor so long as the Employer, in recognizing seniority, is always able to maintain a working force of employees who have the skill and ability to do the work required.

a) In the event of lay-off, an employee shall be entitled to exercise his/her seniority within their unit provided they have the skill and ability and are able to do the work in a reasonable period of time, in the following manner:

1. 1st Cook
2. 2nd Cook
3. Asst. Cook
4. 1st Baker
5. 2nd Baker
6. Assistant Baker
7. Butcher

8. Boutique/Bar Builder/Assembler/
Disassembler/Commissary Clerks
9. Storeperson
10. Hi-Lift Truck Driver
11. Cleaner
12. Maintenance Mechanic
13. Bonded Storeperson
14. Lead Dispatch
15. Final Assembler/Loader/Top Up
16. Galley Builder
17. Flight Kitchen Assistants
18. Commissary Assemblers
19. Headset Refurbishing

The above classifications will be able to replace the most junior employees within their unit in the following manner. Movement in classifications 1 **1** and 9 as **listed** below will replace the most junior in Flight Kitchen 1 or Commissary:

1 can bump - 2 - 3 - 11 - 17 - 19

2 can bump - 3 - 11 - 17 - 19

3 can bump - 11 - 17 - 19

4 can bump - 5 - 6 - 11 - 17 - 19

5 can bump - 6 - 11 - 17 - 19

6 can bump - 11 - 17 - 19

7 can bump - 11 - 17 - 19

8 can bump - 18 - 11 - 19

9 can bump - 11 - 18 - 17 - 19

10 can bump - 11 - 15 - 18 - 19

11 can bump - 18 - 17 - 19

12 can bump - 11 - 17 - 19

13 can bump - 15 - 16 - 9 - 11 - 18 - 17 - 19

14 can bump - 15 - 16 - 11 - 17 - 19

15 can bump - 16 - 11 - 17 - 19

16 can bump - 11 - 17 - 19

17 can bump - 19

18 can bump 11 -- 19

- b) During the period mid-June to mid-October, should a layoff be necessary, seasonal employees shall be laid off before full-time or part-time employees.
- c)i) Should a layoff be necessary in any event, full-time employees shall be entitled to become part-time employees prior to being laid off. Such employees shall have seniority rights over classified part-time employees regardless of length of service.
- ii) Should a-recall to a full-time position occur, it shall be in inverse order to that in which the layoff occurred, subject to the skill and ability of the employees concerned to do the work required.

8.06 An employee shall lose seniority and employment shall be terminated if he:

- a) voluntarily quits;
- b) is discharged and not reinstated through the Grievance or Arbitration Procedures;
- c) is absent from work for three **(3)** consecutive working days without a valid reason;
- d) is laid off for more than twelve **(12)** months or equal to his/her seniority, whichever occurs first;

- e) fails to report for work within three **(3)** days after the date when a notice of recall to full-time work has been sent by the Employer by courier to his last address on file with the Company;
- f) overstates an **authorized** leave of absence without a valid reason;
- g) is absent due to accident or illness for twenty-four **(24)** months except, if the diagnosis and/or prognosis does not allow for a reasonable return to work date given the extent of the accident or the nature of the illness.
- h) having agreed to accept part time employment to avoid a layoff, and refuses to work on three **(3)** occasions in a four **(4)** week period;

8.07 Should an employee be given a position outside the scope of this agreement **he/she** shall be allowed a grace period of **(4) four consecutive** calendar months to decide whether or not they will stay in the position. If the employee decides to return to the bargaining unit within the time stipulated in this article they would return to the bargaining unit with full seniority to the position they held prior to the change, If the employee goes beyond the above time limit they would only return to the bargaining unit if there is a vacancy, and would **have** no seniority in the unit. The employee would retain Company service for the purpose of vacation entitlement only. This would also apply if **the** Company placed the employee back in the bargaining unit within the **appropriate** time frame,

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.01 For the purposes of this Agreement, a grievance is defined as a claim by the Employer or by the Union or by an employee that there has been a violation of this Collective Agreement. All grievances must be in writing and signed by the party aggrieved and they must be presented to the other party or person grieved against within five **(5)** working days after the occurrence of the matter which is the subject of the grievance.

9.02 If an **employee** has a complaint which relates to terms or conditions of his employment under the terms of this Collective Agreement, he **shall** first discuss his complaint with his immediate Supervisor and he may be accompanied by his Shop Steward or a bargaining unit member of their choice who can be relieved from his duties on shift if he so desires. If the complaint cannot be settled as a result of this discussion, then the employee may file a written grievance.

9.03 The grievance of an individual **employee shall be** given to the Unit Manager by the Union Steward. The unit manager and or his designee shall meet with the union steward and a representative of the union within five **(5)** working days after he receives the grievance. The Unit Manager shall provide his decision in writing within three **(3)** working following the meeting.

9.04 If the grievance is not then settled, the Union Steward will present the grievance to the Regional General Manager within three **(3)** working days after he received the written answer of the Unit Manager. The Regional General Manager shall meet with the Union Steward and a representative of the Union within five **(5)** working days after he receives the grievance. The regional manager or his designate shall provide his decision within three **(3)** working days following the meeting. The **Regional General Manager** will **only** attend **3rd Step meetings** if **they** involve loss of time and or termination and or requested **by** either **party** at other times.

9.05 If the grievance is not settled within the specified time period, then either party may notify the other party in writing within a further period of thirty **(30)** calendar days that it intends to proceed to arbitration. Any notice of the intention of either party to proceed to arbitration shall contain details of the grievance and a statement of the actual relief sought by the party, from a **single Arbitrator**. The notice must also include the name and address of the party's nominee for the proposed Arbitration.

9.06 al A grievance of the Employer or a policy grievance of the Union, which is distinguished from an individual employee's grievance, must be sent by registered mail or be personally delivered to the Regional General Manager or to the Union Representative, as the case may be, within five (5) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days after it has been received or delivered and if the parties are unable to settle the grievance within the ten (10) working days, then either party may notify the other party, in writing, within a further period of thirty (30) calendar days that it intends to proceed to Arbitration. The notice of intention to proceed to Arbitration shall contain a statement of the matter in dispute and the relief sought from a single Arbitrator.

b) The parties agree that the use of a Grievance Settlement officer can be used as an extension of the grievance procedure, prior to proceeding to arbitration, as a final attempt to settle the grievances which proceed beyond the Regional Manager. The cost of such officer will be jointly and equitably borne by each party.

9.07 The party who receives the notice of intention to proceed to Arbitration shall then notify the **other** party of the name and address of his nominee to the proposed Arbitration within ten (10) days after receiving the notice.

9.08 The two (2) nominees so appointed shall attempt to select a Chairman for the Board, but if they are unable to agree upon the selection within a period of ten (10) working days, either of the nominees shall then have the right to request the Ontario Labour Management Arbitration Commission to appoint a single Arbitrator.

9.09 Each party shall bear the expenses of its own nominee to Arbitration and the parties shall jointly and equally bear the expenses of a single Arbitrator.

9.10

No **grieva** may be submitted to an Arbitrator **dealt** with by a Board unless it has been properly carried through all of the required steps of the Grievance and Arbitration Procedures. The single Arbitrator shall have the power to determine if any matter is **arbitrable**.

9.11

The single Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor add to or amend any of the terms of this Agreement. The jurisdiction of the single Arbitrator shall be strictly confined to dealing with the issue in dispute between the parties as outlined in the notice of intention to proceed to Arbitration.

9.12

The decision of the single Arbitrator shall be final and binding upon the parties and for this purpose the decision shall be unanimous or one reached by a majority of the members of the Board, provided however, that if there is no majority decision of the Board then, the decision of the Chairman shall constitute a final and binding decision of the Board.

9.13

In the event that the single Arbitrator properly deals with the matter relating to discharge or other disciplinary action, then in that event the **Board** has the authority to reinstate an employee with or without compensation for wages lost or with or without loss of seniority as if may deem just in the event that the Arbitrator decides that there has been a violation of this Agreement by the Employer.

9.14

Time limits set forth in this Article may be extended only by written agreement between the parties.

9.15

All time limits set out in this Article are mandatory. Should any of these time limits be exceeded, the grievance shall be deemed to be abandoned.

ARTICLE 10 - DISCHARGE CASES

10.01 The Union acknowledges that the probationary employees may be dismissed for reasons less serious than would justify a dismissal of an employee with seniority.

10.02 A claim by a permanent employee who has acquired seniority that he has been unjustly discharged, shall be treated as a grievance if the written statement of such grievance, signed by the employee, is lodged with the Regional General Manager or his designated representative within five **(5)** working days after the employee ceases to work. Therefore, all preliminary steps of the Grievance Procedure, as outlined in Article 9 of this Collective Agreement, shall be omitted in such case. It is understood that an employee who is dismissed shall have the right to interview his Shop Steward for a reasonable period of time before leaving the premises of the Employer. If his /her shop steward is not available he / she will have the right to request any other shop steward on shift and failing that if there is no shop steward available they can request a bargaining unit employee of their choice.

10.03 The discharge grievance may be settled by the parties by confirming the Employer's action or by reinstating the employee with or without full compensation for time lost or by any other arrangement which is considered just and equitable.

10.04 If a discharge grievance is not settled within a period of three **(3)** working days after it has been presented or within a longer period of time as may be mutually agreed upon by the parties, then at the request of either party the grievance may be referred to arbitration as previously outlined in Article 9 of this Agreement.

10.05 It is **agre** and understood that, **notwithstandir** he provisions of Article **10.02** above should an employee be terminated for theft of any kind or manner from the Company, it's Customers, Employees or Suppliers, and should a Board of Arbitration or Single Arbitrator make a finding of fact to this effect, then the Board of Arbitration or Single Arbitrator in question shall have no jurisdiction to alter, vary, modify or rescind the termination imposed by the Company.

It is agreed and understood by the parties that with respect to Article **10.05** of this Agreement. Theft shall be defined as: The wrongful removal of the goods of another from the premises. The act of stealing. The unlawful seizure of any article or articles with the intention of depriving the lawful owner or owners. It is further agreed that "theft" will be deemed to include fraud and embezzlement.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Employees may, at the discretion of the Employer, be granted a leave of absence without loss of seniority. Permission to obtain a leave of absence must be requested in writing and the Employer must confirm the granting of a leave of absence in writing. A copy of the **confirmation` shall** be sent to the Union. The granting of a leave of absence will not be unreasonably withheld.

The **Company** shall also **grant an employee who applies for a position** with the Union an unpaid leave of absence for a **period of five (5) years. During this leave the employee's seniority will not accumulate and benefit coverage does not apply. Employee will maintain his / her seniority date upon his / her time of departure.**

11.02 Under no circumstance shall any leave of absence continue in excess of six **(6)** months.

11.03 The **Emplo** shall grant maternity leave subject to the fact that it may require the employee to commence leave following three **(3)** months after the commencement of pregnancy. In no case shall the duration of such leave exceed the time allocations as defined in the Employment Standards Act of Ontario. The seniority of anyone affected by this clause shall not be changed when the employee returns to work,

11.04 Any employee who is granted a leave of absence shall be responsible to maintain his regular monthly dues for such period of time. If the employee does not personally submit the dues to the Union office they shall be deducted at the rate of one (1) month per pay on return to work.

ARTICLE 12 - BEREAVEMENT PAY

12.01 Employees who suffer bereavement in their immediate family shall receive bereavement leave of absence without loss of pay up to a maximum of three **(3)** working days. For the purposes of this Article, the immediate family shall include mother, father, husband, wife, son, daughter, brother or sister, mother-in-law, father-in-law, grandchildren a n d grandparents.

ARTICLE 13 - JURY DUTY/CROWN WITNESS

13.01 Any employee who is required to serve as a juror/crown witness shall be paid the difference between the amount paid for such services and his/her normal pay computed at his/her normal hourly rate for hours lost from work up to forty **(40)** hours in a week subject to the following provisions:

- (a) Employee must notify the branch manager within three **(3)** days of receipt of notice of selection for jury duty/crown witness.

13.02 In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served, and the amount of money received.

ARTICLE 14 - HOURS OF WORK, OVERTIME, SHIFT PREMIUM

14.01 Normal hours of work will be forty **(40)** hours per week on the basis of five **(5)** consecutive days at eight **(8)** hours (exclusive of the **meal** period) per day with the two **(2)** consecutive days off each work week. It is understood that the Employer does not guarantee to provide any hours of work on any day subject to the other terms of this Collective Agreement.

14.02 As a general guideline, shifts will be defined as follows:

Day Shift	04:00 to 12:00
Afternoon Shift	12:01 to 23:59
Night Shift	24:00 to 03:59

14.03 The Employer and the Union **recognize** that because of the nature of the Employer's business it may be necessary for overtime work to be scheduled and it is understood that employees will co-operate in the performance of overtime as required.

14.04 An **employee** who has already worked eight **(8)** hours in the day will only be expected to work additional hours that day in accordance with the following procedure. The overtime will be offered to the employees normally **performing** the work in order of the greatest seniority. If sufficient volunteers cannot be obtained in that manner, the Employer may require qualified employees to perform the work, beginning with the students (if any) on shift, and proceeding in order of least seniority until the necessary complement is reached.

14.05 Overtime at the rate of time and one half shall be paid after eight **(8)** hours of work on any day.

14.06 a) In the event that an employee works on his scheduled day off, then the employee shall be paid at the rate of time and a half (1 1/2) for all hours worked on that day.

b) In the event an employee has worked his first scheduled day off and is required to work his second scheduled day off, he shall be paid 2 times his/her regular rate providing this does not violate any legislation in the assignment of overtime or violate any Ministry of Transportation regulations.

c) When overtime is required for a full shift, it shall be done by rotation from employees who are available on the overtime list by seniority. Those employees who refuse or are unavailable for overtime will be charged on the overtime list as if they had worked. Once the overtime list has been exhausted and the Company still requires an employee for overtime the Company will make a second attempt to contact employees starting again at the top of the list. The overtime list will be posted every 28 days. If an employee decides to remove themselves from the list or be added to the list for overtime purposes, they will be slotted into the list based on their seniority and will be granted overtime based on the natural rotation and eligibility. Employees must wait until the end of the 28 day cycle in order to exercise a chance to the list. It is understood that a junior employee may end up working an overtime shift over a senior employee. The employer only has to call the employee at their primary residential number to determine if they are available for overtime.

14.07 For the purposes of computing hours of work, it is understood that rest periods shall be included but the meal period of an employee is not included.

14.08 Employees who are scheduled and who work the midnight shift shall receive a shift premium of forty-five cents (\$0.45) per hour provided the employee works four (4) hours between the hours of 12:00 a.m. to 8:00 a.m., and this shift premium shall be included when calculating any overtime pay if an employee, upon completion of his

midnight shift, works overtime. Employees working on the afternoon shift who are required to work overtime beyond midnight shall be paid a shift premium of forty-five cents (\$0.45) per hour for those overtime hours.

ARTICLE 15 - REST PERIODS

15.01 Employees shall be granted two (2) rest periods of ten (10) minutes each which shall, as far as is practicable, be allocated at the mid-point of each half shift during normal hours of work.

ARTICLE 16 - WORK SCHEDULES

16.01 The Employer shall post the work schedule every Period as outlined in Article 16.03. An employee shall be given seventy-two (72) hour notice of any changes in their schedule, with the exception of circumstances beyond the control of the employer. In the event of such changes, classification seniority in each department and in each shift shall apply. Employees shall adhere to the posted work schedule unless there has been mutual agreement between the employee and the employer to deviate from the schedule.

(a) In event of a temporary lay off of 2 days or less, classification seniority in each department in each shift shall apply. If an employee is affected by temporary lay offs, he shall be allowed to exercise his seniority to another shift provided they have the seniority, skills and ability.

16.02 In the week in which the work schedule is to be posted, for the following period as outlined in article 16.03, it shall be posted 10 days in advance of the week, so if any discrepancies or changes to the schedule are necessary, they can be completed and the schedule posted by the Sunday.

16.03 Four times per year the Company will implement shift preference and start times within the same job classification, provided the employee has the appropriate seniority. All shift preference and start time sheets must be handed into the supervisor 30 days prior to the effective date of each period. For clarification shift preferences are A, B, and C.

16.04 (a) Shift Exchange Privileges - Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification by submitting their request to management in writing three (3) days prior to the commencement of the said shift and subject to business conditions, the Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (b). Once the approval has been granted the responsibility of the shift will be on the employee who is supposed to cover the shift. Failure to show up for a shift once approval has been granted may result in loss of shift exchange privileges.

(b) - No employee may shift exchange into overtime, change of status, i.e., full-time, part-time, premium pay etc...

16.05 A vacation relief / spare driver that has been scheduled will operate the block that he is replacing and shall maintain all aspects of that block i.e., days off and hours of work etc... Vacation relief / spare driver shall also have the right to bid twice (2) yearly. In the event, during this period, there are weeks not required for vacation relief, then seniority will prevail as to who stays as vacation relief.

ARTICLE 17 - REPORTING FOR WORK PAY

17.01 The Employer agrees that an employee reporting for work at the commencement of his regular shift, unless previously notified not to report, shall be entitled to eight (8) hours work with pay at his basic hourly wage rate or payment in lieu thereof if sent home prior to the completion of eight (8) hours work. An employee so affected will

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perform such temporary ~~ated~~ or department work as is **avail** in order to qualify for payment, The foregoing shall not apply if failure to supply work is due to conditions beyond control of the Company.

Employees called into work on their day (s) off will be guaranteed a minimum of eight (8) hours work or Day at time and one half, unless reduced shift is mutually agreed upon.

ARTICLE 18 - VACATIONS

18.01 For the purposes of computing the term of employment and the amount of vacation pay to which an employee is entitled, it is **recognized** that service anniversary shall apply.

18.02 For the purposes of vacation pay calculation, the previous year's vacation pay shall be included as earnings.

18.03 Employees who have been employed less than one **(1)** year **shall** be paid vacation pay equal to **four** percent **(4%)** of gross earnings in accordance with the Employment Standards Act.

18.04 Employees who have completed one **(1)** year of service but less than five **(5)** years in any year shall receive two **(2)** weeks vacation with pay. Vacation pay for these employees is to be calculated at four percent **(4%)** of gross earnings.

18.05 Employees who have completed five **(5)** years of service but **less** than eleven **(11)** years in any year shall receive three **(3)** weeks vacation with pay. Vacation pay for those employees is to be calculated at six **(6%)** percent of gross earnings.

18.06 **Employee** with eleven **(11)** years but less than **seventeen (17)** years of service in any year shall receive four **(4)** weeks' vacation **with** pay. Vacation pay for those employees shall be calculated at eight percent **(8%)** of gross earnings,

18.07 Employees with seventeen **(17)** years or more of service in any year shall receive five **(5)** weeks vacation with pay. Vacation pay for these employees is to be calculated at ten percent **(10%)** of gross earnings.

18.08 Employees with twenty-five **(25)** years or more of service in any year shall receive six **(6)** weeks vacation with pay. Vacation pay for these employees is to be calculated at twelve percent **(12%)** of gross earnings.

18.09 The Employer shall post a vacation request list not later than February **28th**, of each year and the employees will signify the dates they desire for vacation in accordance with the unit vacation policy. The completed list shall be posted not later than April **1**, in each year.

(a) **Vacation** shall be granted in accordance with the seniority of the employees and the unit vacation policy.

(b) Vacation schedules may be changed only upon **the** mutual agreement of two employees affected with the consent of the Employer which shall not be unreasonably **withheld**.

(c) Should an employee initiate a transfer to a new shift under Article **16.03**, vacation will be allocated at the time of transfer based on availability. If the company initiates a transfer to a new shift under article **16.03**, the employee will retain original choice of vacation.

(d) **Any employee not completing his vacation choice on time will be given vacation chosen by the company. All employees must take the time off, i.e. they shall not draw money in lieu of time off.**

ARTICLE 19 - PAID HOLIDAYS

19.01 All employees who are covered by the terms of **this** Collective Agreement and who have completed the probationary period outlined herein shall receive the following holidays with pay. Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular hourly rate.

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

19.02 For the paid holidays as defined above work performed on the holiday shall be paid at the rate of one-and-one-half times the employee's regular hourly rate for all hours worked plus holiday pay.

19.03 If a paid holiday is observed during an employee's annual vacation period, payment for such **holiday** will be made as provided in **19.01**, or the employee may have a day in lieu with pay at the end of the vacation period in which the holiday occurred.

I.

19.04 Employees shall qualify for holiday pay only if they have worked on the day immediately prior to the holiday and on the day immediately after the holiday unless one of these days was the regularly scheduled day off for the employee. if an employee is off work owing to verified illness the day before or the day after or both they shall receive the payment for the paid holiday.

19.05 If an employee is scheduled to work on a paid holiday but **fails** to report for work on the day of the holiday he or she shall not receive any holiday pay unless proper medical evidence is provided.

ARTICLE 20 - INDIVIDUAL AGREEMENTS

3

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

ARTICLE 21 - JOB VACANCIES

21.01 a) Should a permanent new position or permanent vacancy occur in any classification the Employer will **post** a notice in the staff cafeterias for a period of seven **(7)** **calendar** days. This notice will state the classification, rate of pay, whether the position is part-time or full time, and the normal shifts to be worked. In addition, it will show the final date for application which must not be less than seven **(7)** days after posting the notice, Each application will be considered by the Employer who will consider the length of service, skill and ability for the vacant position, When all factors are relatively equal, seniority shall be the governing factor.

b) A copy of the job posting and awards will be given to the Shop Steward in the department involved. Names of people awarded jobs through bidding to be posted and all Union Stewards will be provided a copy.

c) Employees are permitted to apply for as many new positions or permanent vacancies that become available. If an employee has applied for one of these positions, and if successful, must remain in their new Position for at least six **(6)** months before they can apply for any new positions or vacancy that becomes available.

- 24 -

ARTICLE 22 - HEALTH & WELFARE

22.01 Employer shall pay one hundred percent (**100%**) of the monthly, **premium** cost of the Ontario Health Insurance Plan, wherever an employee covered by this Collective Agreement is eligible for such coverage. It is understood that an employee shall not be eligible for such coverage if same is provided for a married employee through the spouse's employment. This is to prevent a duplication of coverage.

22.02 The Employer agrees to continue to pay the monthly premium cost of the Ontario Health Insurance Plan for employees who are absent due to illness for up to six (**6**) months from the date of commencement of illness.

22.03 All parties acknowledge the right of the Company to establish a fair and equitable Absenteeism Policy. The Company in this endeavour will establish the Absenteeism Policy and the parties **will** work towards decreasing absenteeism.

The Company when appropriate will terminate employees who have excessive amounts of time off or recurring or repetitive time off (except **W.C.B.**, certified illness or other leaves **granted** by the Company). All records of counselling will be communicated to both the union and employee.

ARTICLE 23 - PENSION PLAN

23.01 The Employer agrees to contribute to the Milk and Bread Drivers Dairy Employees, Caterers and Allied Employees, Local Union **647** Pension Fund on behalf of its full-time employees subject to the condition that the contribution shall be made for all hours worked by each full-time employee who has completed his/her probationary period.

The full-time employees shall contribute by **payr** **deduction** an amount equal to the amount contributed by the Employer. The level of contribution for each of the Employer and employee shall be:

Effective July 14, 1999 Thirty cents (\$0.30) per hour.

Effective July 14, 2000 Thirty-five cents (\$0.35) per hour.

Effective July 14, 2001 Forty cents (\$0.40) per hour.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Employer will provide a bulletin board in each Flight Kitchen and Commissary for the convenience of the Union in posting notices of Union activity. All such notices must be signed by an officer of the Union and submitted to the Unit Manager or his **authorized** representative for approval.

ARTICLE 25 - MEALS

25.01 Employees who work for four **(4)** hours or more in any work day shall be charged seventy cents **(\$0.70)** per day for meals.

ARTICLE 26 - PARKING

26.01 The Employer agrees that it will provide free parking for employees covered by the terms of this Agreement, provided, however, that it is understood that this parking will be available for the employees only to the extent that parking spaces controlled by the Employer are available on the property used by the Employer for its operations.

26.02 The Company agrees to provide the free parking at Flight Kitchen 2 for all employees wishing to bring their car to work.

ARTICLE 27 - UNIFORM!

27.01 The Employer shall provide sufficient number of uniforms, hats and **hairnets** for the use of employees during working hours. Uniforms shall be maintained and laundered by the Employer.

27.02 a) The Employer shall provide winter jackets to truck drivers and final assembler/loaders and equipment handling where necessary. The Employee shall be responsible for cleaning this jacket and must turn in his old jacket each time a new one is issued.

b) All winter uniform issues must be supplied by October of each year when supplied.

c) A transportation employee in his first year of service will receive 2 pairs of shorts. Every year thereafter, an employee will receive one pair of shorts if required. The employee is responsible for the maintenance of said garment.

27.03 The **Employer** shall provide rain apparel for employees who normally work outside.

27.04 Employees shall be reimbursed for the purchase of Company approved safety footwear to a maximum of ninety dollars (**\$90.00**) per year. Employees must present both the receipt and the new safety footwear to the Company in order to receive reimbursement. Such footwear is a condition of employment and must be worn at all times while on duty and shall remain on Company premises. New Employees shall purchase their own safety footwear and upon completion of one (**1**) continuous year of service, will be reimbursed by the Company upon presentation of the receipt up to maximum of ninety dollars (**\$90.00**).

Employee whose job is to work primarily outside or in the dishroom will be permitted to request an additional pair of shoes / boots and it will be at the sole discretion of the Company. Such request will not be unreasonably withheld.

27.05 Uniforms and rain apparel will remain the property of the Company.

ARTICLE 28 - LOCKERS

28.01 All employees who have completed the probationary period and who are regularly employed shall be provided with a locker.

28.02 The parties agree that locker and company vehicle searches may be conducted by the employer under the following conditions.

1. Searches will be conducted at random times.
2. Either the **union business** agent or bona fide shop steward shall be present during such searches. it is understood that the union shall appoint **and/or** elect a sufficient number of stewards to ensure the **availability of an authorized** Union Representative at all times.
3. Anyone operating a company vehicle to be present when their company vehicle is being searched by security or Police.

ARTICLE 29 - MEDICAL EXAMINATIONS

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

29.02 It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged for by the Employer. Employees will not be asked to attend a medical examination on their regular days off. Employees who require a medical examination on off hours will be scheduled to attend the examination during their shift at a local 24 hour walk-in clinic.

29.03 If an employee disputes the contents of a medical report which is supplied to the Employer by the Medical Practitioner designated by it under Article **29.01** then the employee reserves the **right**, at his own expense, to consult his own physician who shall supply a medical report to the Employer and this further medical report shall be given reasonable consideration.

ARTICLE 30 - WAGES

30.01 The wage rates which shall apply during the term of this Agreement are outlined in Schedule "A" attached hereto and which forms part of this Collective Agreement.

30.02 Should rates of pay be required over and above the wages outlined in Schedule "A", for a new employee requiring special skills, the Company agrees to meet with the Union to discuss the new rate of pay.

ARTICLE 31 - PRINTING AGREEMENTS

31.01 The Employer agrees to provide for the printing of the Collective Agreement in booklet form with the cost of same to be shared equally by the parties.

ARTICLE 32 - GENERAL

32.01 In the event an employee is transferred from one job to another at the request of management they shall be paid the higher of the rate for the job or his/her own regular rate for all hours worked at the higher rated job.

32.02 a) it is agreed that supervision can not do any work that is regularly performed by employees except in the case of emergencies or circumstances beyond the control of the Company, and for the purposes of training under any circumstances.

b) The above does not apply to supervisors replacing clerks for breaks or lunches.

32.03 Union will not actively seek clerks or load **control** clerks in Flight Kitchen or bring it to the attention of Labour Board.

32.04 In the event the Company requires employees to have upgrading of licence (i.e.: AZ, **D.Z.**) the Company will provide for the training at their costs.

32.05 All **warning** letters on file, if offence is not repeated, will be removed after **eighteen (18) months.**


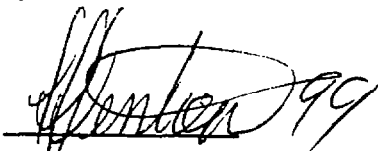
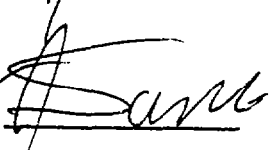
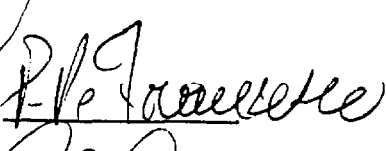
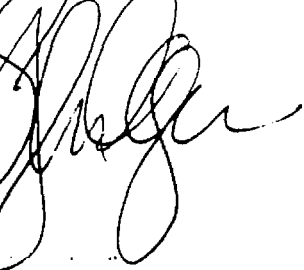
ARTICLE 33 - DURATION OF AGREEMENT

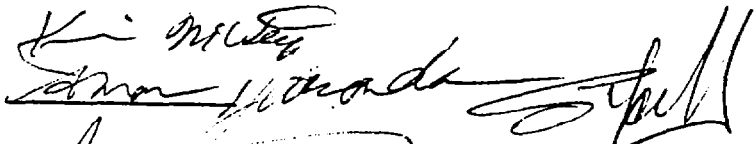
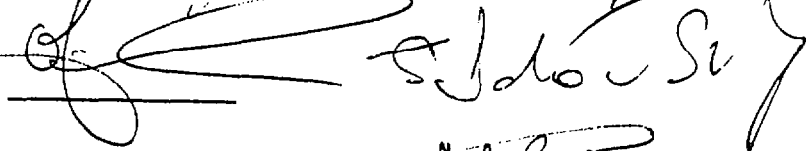
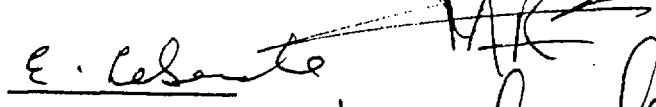
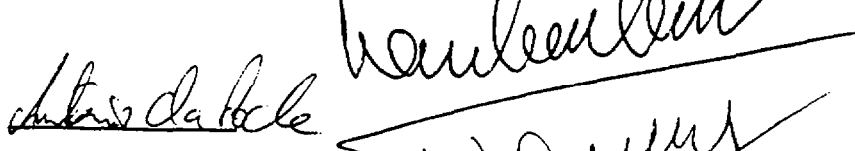

33.01 This Collective Agreement which supersedes all others, written, expressed or implied, shall continue in effect from the 15th day of July 1999 to the 14th day of January 2003, inclusive, unless either party gives notice in writing to the other party during the period of not more than ninety (90) and not less than thirty (30) days prior to the expiration date of this Agreement or it shall be automatically renewed until January 14th, 2003 and so on from year to year thereafter, unless proper notice in the period mentioned above is given prior to a succeeding anniversary date.

DATED AT TORONTO, THIS DAY OF 1999 .

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE "A" - WAGES

Employees on the payroll as at **September 19th, 1999** will receive increases in each year of the Collective **Agreement** as follows:

July 14, 1999	\$0.35 per hour
July 14, 2000	\$0.40 per hour
July 14, 2001	\$0.40 per hour

Lead hand Premium is **\$0.60** per hour, over Job Rate for the applicable classification. Seasonal employees will **be** paid the applicable Start Rate.

Employees, hired after September 19th, 1999 will be paid in accordance to the following wage schedule:

EFFECTIVE SEPTEMBER 19, 1999

		Start Rate	12-Months	24-Months	36-Months
1	1st Cook or 1st Garde-Manger	\$ 11.34	\$ 13.38	\$ 15.41	\$ 17.45
2	2nd Cook or 2nd Garde-Manger	\$ 10.64	\$ 12.58	\$ 14.51	\$ 16.45
3	[Assistant Cook or Assistant Garde-Manger	\$ 10.12	\$ 11.98	\$ 13.84	\$ 15.70
4	1st Baker	\$ 11.48	\$ 13.27	ii 15.06	\$ 16.85
5	2nd Baker	\$ 10.12	\$ 11.98	\$ 13.84	\$ 15.70
6	Assistant Baker	\$ 9.63	\$ 11.42	\$ 13.21	\$ 15.00
7	Butcher	\$ 10.82	\$ 12.78	\$ 14.74	\$ 16.70
8	Boutique/Bar Builder/Assembler/ Dissassembler/Commissary Clerk/Soil Return	\$ 10.00	\$ 11.85	\$ 13.69	\$ 15.54
9	Store Person	\$ 10.00	\$ 11.85	\$ 13.69	\$ 15.54
10	Hi-Lift Truck Driver	\$ 14.50	\$ 15.43	\$ 16.37	\$ 17.30
11	Cleaner	\$ 9.80	\$ 11.62	\$ 13.43	\$ 15.25
12	Maintenance Mechanic	\$ 14.50	\$ 15.45	\$ 16.40	\$ 17.35
13	Bond Store Person	\$ 11.27	\$ 13.30	\$ 15.32	\$ 17.35
14	Lead Dispatch	\$ 10.89	\$ 12.86	\$ 14.83	\$ 16.80
15	Final Assembler/Loader/Top Up/Driver	\$ 10.33	\$ 12.22	\$ 14.11	\$ 16.00
16	Galley Builder	\$ 9.80	\$ 11.62	\$ 13.43	\$ 15.25
17	Flight Kitchen Assistant	\$ 9.21	\$ 10.94	\$ 12.67	\$ 14.40
18	Commissary Assemblers	\$ 9.80	\$ 11.62	\$ 13.43	\$ 15.25
19	Headset Refurbishing	\$ 7.20	\$ 8.48	\$ 9.77	\$ 11.05
20	HMR Assistant	\$ 9.00	\$ 10.60	\$ 12.20	\$ 13.80

SCHEDULE "B"

PART-TIME AND SEASONAL EMPLOYEES

1. Company agrees that interested part-time employees shall be given the opportunity to fill full-time positions, before the Company considers applicants from outside the bargaining unit.
2. Within each department, full-time employees shall be given an opportunity for a full schedule of work as defined in Article **21.01** before part-time employees or seasonal employees are scheduled or called into work.
3. Part-time employees will accumulate seniority in the same manner as full-time employees. Progression through the wage scale will also take place in the same manner as full-time, Their full-time start date will be considered to be the date upon which they commenced to work more than **24** hours per week.

Persons employed for not more than twenty-four (**24**) hours per week and who may be employed in excess of twenty-four hours per week during the school vacation periods who are referred to as part time employees and persons employed during the period from June 1st to mid-October who are referred to as seasonal employees shall be covered by the terms of this Agreement except as noted below:

4. ARTICLE 8 - SENIORITY

8.02 and **8.03** do not apply. There shall be a separate seniority list for part time **employees** based on the date on which employees commence work for the Employer.

In the event of a layoff in the unit, full-time employees shall be entitled to become part-time employees prior to being laid off. Such employees shall have seniority rights over classified part-time employees **regardless** of length of service.

There shall be no accumulation of seniority for seasonal employees. termination of such an employee shall be deemed to be for just cause and furthermore there shall be no recourse to the grievance procedure.

5. ARTICLE 15 - REST PERIODS

There shall be one rest period of ten (**10**) minutes for each four (**4**) hours worked.

6. ARTICLE 16 - WORK SCHEDULES

Does not apply.

7. ARTICLE 12 - BEREAVEMENT PAY

Does not apply.

8. ARTICLE 19 - PAID HOLIDAYS

In accordance with the **Employment** Standards Act of Ontario, plus one additional paid **holiday**, which will be the Civic **Holiday** for those **employees** who have **completed** their **probationary period**.

9. ARTICLE 14 - HOURS OF WORK, OVERTIME SHIFT PREMIUM

Does not apply except for **14.03, 14.04** and **14.07**.

10. ARTICLE 17 - REPORTING FOR WORK PAY

Does not apply.

11. ARTICLE 18 - VACATIONS

Vacation pay only; pro-rated in accordance with length of service.

12. ARTICLE 22 - HEALTH AND WELFARE

Does not **apply**.

13. ARTICLE 23 - PENSION PLAN

Does not apply.

SCHEDULE "C"

BENEFITS

Eligibility

All full-time employees who have completed six **(6)** months of continuous employment with the Company.

Life Insurance

In the event of the death of an employee, the employee's beneficiary or estate will receive an amount equal to the employee's current annual salary. Effective September 27th, 1999, Life Insurance will be increased to \$25,000.00.

Accidental Death and Dismemberment Insurance

In the event of an employee's death from accidental causes within **365** days as a result of injuries sustained in an accident, the employee's beneficiary or estate will receive an amount equal to two times the life insurance value.

Payment may be made to an employee who suffers dismemberment due to injury. The amount of payment varies in accordance with the injury,

Hospital Accommodation

Pays the difference in cost between hospital ward accommodation and a semi-private room in Canada for employees and their eligible dependants.

Extended Health Care Plan

This benefit provides an employee and eligible dependants with important and necessary hospital and medical services and supplies that are not incorporated in the Provincial hospital and **medicare** plans.

The insurer will pay **100%** of eligible expenses as follows:

1. Prescription drugs and medicines:
2. Prescribed private duty nursing care by a registered graduate nurse:
3. Local ambulance services (**not** covered by Provincial Insurance and life threatening).
4. Emergency out-of-country or out-of-province hospital and medical expenses (up to the limitations of the Plan). The Company agrees to provide an out-of-country insurance card.

Dental Plan

Effective January of each year, the previous year's **ODA** fee schedule will apply.

Employees and their eligible dependants will be provided with a dental plan as follows:

100% of the previous year Ontario Dental Association Fee Schedule for the following services prescribed by a dentist:

- Diagnostic services such as examination and x-rays (twice in a calendar year).
- Preventive services such as cleaning and scaling of teeth and topical fluoride application (twice in a calendar year).
- Extractions and fillings.
- Periodontal (treatment of gums).
- Oral surgery.
- **Space** maintainers for missing primary teeth and habit breaking appliances.
- Endodontics (root canal therapy).

50% Coverage for Restoration Services such as:

- Crowns, Inlays, bridges, dentures.
- Repair or replacement of bridges or dentures.
- Certain **procedures** involving the use of gold.

50% Coverage for Orthodontic Services such as:

- Orthodontic treatment and orthodontic appliances **for** services performed **by** a dentist

Maximum combined Dental Coverage is as follows:

- Effective July **14, 1999** **\$1600.00** per year
- Effective July **14, 2000** **\$1750.00** per year
- Effective July **14, 2001** **\$2000.00** per year

Weekly Indemnity

On One Occasion per Year	1-1-4	30 days London Life 15 weeks UIC Remainder to 52 weeks London Life
If a Second Occasion is Necessary	1-1-4	15 days London Life 15 weeks UIC Remainder to 52 weeks London Life
The Third Occasion and all others	1-1-8	15 days London Life 15 weeks UIC Remainder to 52 weeks London Life.

*** WEEKLY INDEMNITY COVERAGE WILL NOT EXCEED SERVICE ***

Claims

For benefits to become payable, written notice and proof satisfactory to London Life of the incurring of an expense for which benefits are claimed hereunder must be received by London Life not later than **90** days following the end of the calendar year in which the expense was incurred.

Proof satisfactory to London Life may be required to verify statements made to establish insurability.

No action or proceeding under this policy may be commenced against London Life within sixty days nor after one-year from the expiration of the time when proof of claim is required hereunder.

This material is intended only to provide a description of the benefit coverage. The contract between the Company and its insurer will determine the eligibility and payment of benefit claim.

Vision Care

Employees will be reimbursed up to **\$150.00** every two (2) years for each dependant excluding for cosmetic purposes.

LETTERS OF UNDERSTANDING

BETWEEN:

**CARA OPERATIONS LIMITED AND
AIRPORT SERVICES**

(hereinafter called the "Employer")

AND:

**MILK AND BREAD DRIVERS, DAIRY EMPLOYEES, CATERERS AND ALLIED
EMPLOYEES, LOCAL UNION 647**

Affiliated with the International Brotherhood of TEAMSTERS

(hereinafter called the "Union")

#1 The **leadhand** position will be a classification within each of the classifications outline in Article **8:05a**. With respect to layoffs, recalls, shift preference and or transfers from one shift to another, the employee must have the skills and ability to do the job required. The company will provide the union with the number of leadhands in each department.

#2 Bakeshop/Hot Prep/Bonded Stores

The following employees will be red circled during the term of the collective agreement:

Bruce **Elmazi**
Connie **Saflor**
Maude Muck
Annie Lines
Elvira Izzo
Kata Talic
Dianne Costa
Felicia Lartey

Abdul Shaik
Larry **Guidolin**
Angie **Cimbron**
Vince Chin
Sam **Nava**
Joe **Rodrigues**
Vilma Clemente

For bumping purposes in the event of a layoff, **employees** will retain their original classification.

#3 It is understood that **sous** chefs shall fall within the scope of this Collective Agreement.

It is further understood that all incumbent **sous-chefs** shall continue to receive their present total compensation package which includes salary and benefits. The incumbents shall not participate in the Union Pension Plan.

A wage rate shall be established for the classification at the time that any new employees are hired into the classification.

Sous Chefs will not have the right to discipline and will not replace an employee who is on temporary layoff.

#4 Should a driver be laid off in accordance with article **8:05**, he will be allowed to bump into classification **15** and perform the van delivery function of that classification provided they have the seniority.

- #5** The parties **agree** each designate an individual who meet on monthly basis for the purpose of discussing meal issues. All employees will be given the option to bring their own meals providing they notify the Company and follow Company procedures regarding storage and consumption. It is clearly understood that employees are still required to pay the meal deduction and any applicable **taxes.**
- #6** The parties agree to meet within **30** days following ratification to establish joint union management team for the purpose of reviewing the implementation of a process allowing job rotation within the work place.
- #7** The Employer agrees to continue paying the premiums known as Y and 2 which amount to **\$0.54** and **\$0.72** per hour respectively, **only** to employees currently receiving them.
- #8** The Parties agree that the following lists attached as Appendix "A" and "**B**" and "**C**" are for the purpose of defining departmental seniority in each of the three units.
- #9** It is agreed and understood between the parties with reference to Schedule "A" - Wages of this Agreement that: If an employee in a Lead Dispatch position is designated as a **Leadhand** the **Leadhand** rates of pay will apply.

Similarly, if an employee in a Final Assembler/Loader position is designated as a Leadhand, as has been the past practise, he moves in to the Lead Dispatch classification.

- #10** Employees who have **continuously** worked more than **24** hours per week as at October **15** of each **year**, will be considered to be full-time **employees**. Their full time start date will be considered to be the date upon which **they** commenced to work more than **24** hours per week.
- #11** Payment of Benefit Claims – The **company agrees** that no later than **January 15th, 2000**, that **drug** claims will be **processed** within **15 days**.
- #12** Chief Steward - The Chief Steward will be permitted to work two (**2**) shifts per week (maximum **16** hours) to conduct union business. The Chief Steward will be **appointed by** the Union and the **16** hours will be paid **by** the **Company**.
- #13** Work Schedules – Article **16.00** - With respect to the **changes** in Article **16.00**, the Union and the **Company agree** to form a **joint** team with a view to test and implement what was discussed with **regards to scheduling**, which includes **developing** the appropriate forms and documents to administer the new **scheduling system**, and determine dates for **scheduling** periods. Both **parties acknowledge** that this is a **significant** shift from **previous scheduling practices** and that the purpose of the team is to provide the **necessary support** and **guidance** for the successful implementation of the new **scheduling** process.
- #14** Wherever it refers to "**3** units **namely Flight Kitchen #1, Flight Kitchen #2, Transportation and Commissary**" it should now read "**4** Units, **namely Flight Kitchen # 1, Flight Kitchen #2, Transportation and Commissary** and Home Meal Replacement".

#15 The Company and Union agree to establish a joint team that will meet on a regular basis to assist all employees on W.I.S.B. . The team will help assist that all forms and documents are filled out accurately and that the employee and compnay each will have a copy of the completed forms. The team will help ensure that management and employees are made aware of potential restrictions and that they are adhered to."

#16 Classification Structure for New Flight Kitchen - In the event that the Company approves to build a new Flight Kitchen Facility, both the Union and Company agree to meet and discuss any potential impact this may have on classification, departments and operating units. with a view of ensuring a smooth transition.

#17 Emergency Situations - "It is agreed and understood by both parties that generally emergency situations may include, but not limited to, such things as: adverse weather conditions, last minute changes to flight schedules, absenteeism, mechanical failure, and major fluctuations in business volume."

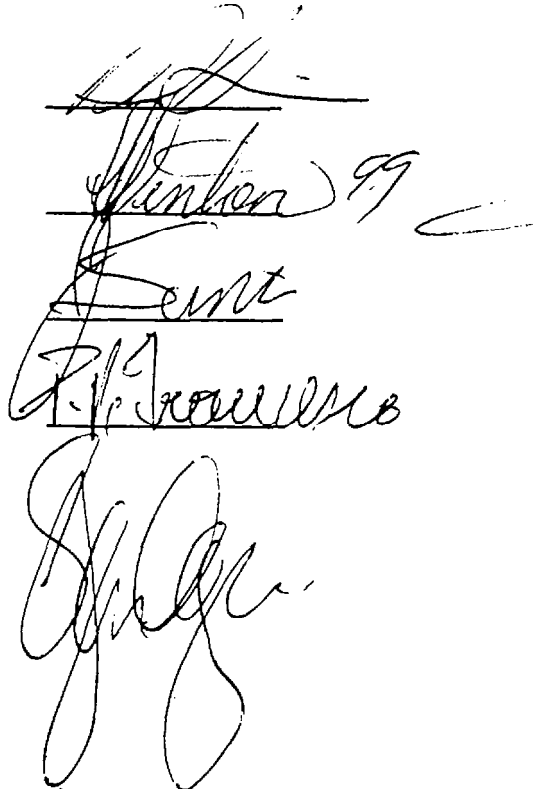
#18 Agreement reached on the meal issue to remain i.e. master blocks, food, drivers team (Transportation Drivers - Arbitration).

#19 "Proper uniforms (which may include jackets, gloves and hats) for all employees in the new facility."

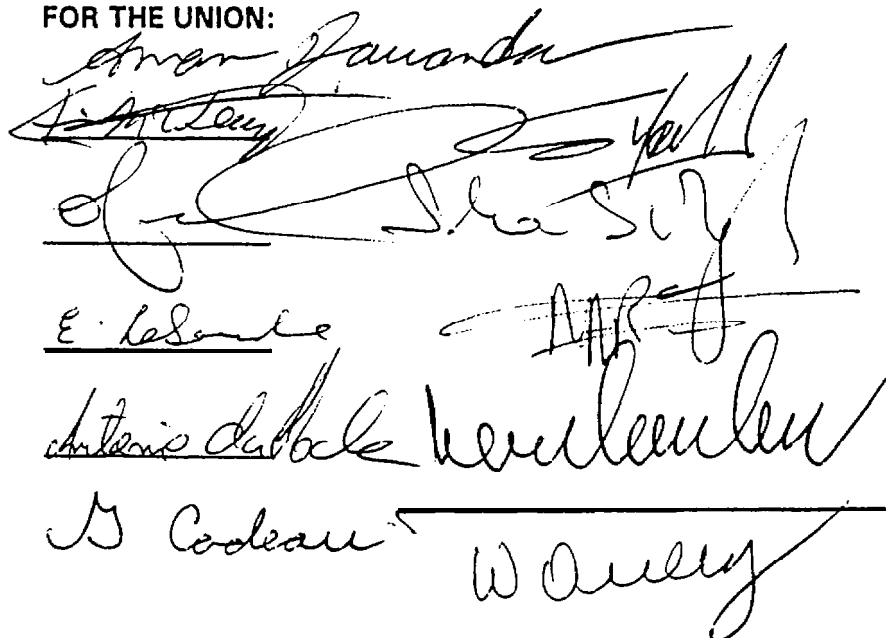
#20 "Effective the date the new Flight Kitchen opens (approximately March 2001) the Company will commit with a view of ensuring that there will be enough parking space available for employees free of charge."

SIGNED AT TORONTO, ONTARIO, THIS DAY OF , 1999 .

FOR THE EMPLOYER:

A series of handwritten signatures for the Employer, including names like 'Went', 'P. J. ...', and a large signature at the bottom.

FOR THE UNION:

A series of handwritten signatures for the Union, including names like 'Domen ...', 'E. ...', 'D. Codeau', and 'W. ...'.

APPENDIX "A"

Flight Kitchen # 1

DEPARTMENT #1	FOOD PRODUCTION Classifications 1,2,3,4,5,6,7,17
DEPARTMENT #2	TRAY ASSEMBLY Classifications 17
DEPARTMENT #3	EQUIPMENT HANDLING Classifications 17
DEPARTMENT #4	GALLEY BUILDING Classifications 16
DEPARTMENT #5	BOND/EQUIPMENT STORES at FK#1 & FK#2 Classifications 9,13,17,19
DEPARTMENT #6	CLEANERS / SANITATION Classifications 11
DEPARTMENT #7	M A I N T E N A N C E Classifications 12
DEPARTMENT #8 -	FOOD STORES Classifications 9
DEPARTMENT #9	FINAL ASSEMBLER / LOADER Classifications 14,15,17

REFER TO SCHEDULE "A" FOR CLASSIFICATION DESCRIPTION

APPENDIX "B"

FLIGHT KITCHEN #2

DEPARTMENT #1

CARAFLEX

Classifications **15, 16, 17**

DEPARTMENT #2

CLEANERS / SANITATION

Classifications **11**

DEPARTMENT #3

MAINTENANCE

Classifications **12**

DEPARTMENT #4

BOND I EQUIPMENT STORES at FK#1 & FK#2

Classifications **9,13,17,19**

REFER TO SCHEDULE "A" FOR CLASSIFICATION DESCRIPTION

APPENDIX "C"

TRANSPORTATION AND COMMISSARY

DELETE DEPARTMENT #4

RENUMBER DEPARTMENT #5 AS #4

REFER TO SCHEDULE "A" FOR CLASSIFICATION DESCRIPTION

APPENDIX "D"

FLIGHT KITCHEN #1 - NEW BUILDING

DEPARTMENT #1	FOOD PRODUCTION Classifications 1,2,3,4,5,6,7,17
DEPARTMENT #2	CARAFLEX Classifications 15,16,17
DEPARTMENT #3	BOND / EQUIPMENT STORES at FK#1 & FK#2 Classifications 9,13,17,19
DEPARTMENT #4	CLEANERS / SANITATION Classifications 11
DEPARTMENT #5	MAINTENANCE Classifications 12
DEPARTMENT #6	FOOD STORES Classifications 9,17

REFER TO SCHEDULE "A" FOR CLASSIFICATION DESCRIPTION

APPENDIX "E"

HOME MEAL REPLACEMENT

DEPARTMENT #1	FOOD ASSEMBLY AND PACKAGING Classifications 17
DEPARTMENT #2	CLEANERS / SANITATION Classifications 11
DEPARTMENT #3	MAINTENANCE Classifications 12
DEPATMENT #4	FOOD STORES Classifications 9,17

REFER TO SCHEDULE "A" FOR CLASSIFICATION DESCRIPTION