

SOURCE	Comp.		
EFF.	95	06	21
TERM.	98	06	20
No. OF EMPLOYEES	360		
NOMBRE D'EMPLOYÉS	360		

# **COLLECTIVE AGREEMENT**

between

**CATERAIR CHATEAU  
CANADA LIMITED**

and the

**NATIONAL AUTOMOBILE  
AEROSPACE AND GENERAL  
WORKERS UNION OF CANADA  
(CAW-CANADA)  
AND LOCAL 1990**

Effective: June 21, 1995

June 20, 1998

11047(01)

## TABLE OF CONTENTS

<b>ARTICLE 1 - Purpose</b>	<b>1</b>
<b>ARTICLE 2 - Recognition &amp; Scope</b>	<b>1</b>
<b>ARTICLE 3 - Union Security</b>	<b>2</b>
<b>ARTICLE 4 - Management Rights</b>	<b>2</b>
<b>ARTICLE 5 - Non-Discrimination</b>	<b>3</b>
<b>ARTICLE 6 - Strikes &amp; Lockouts</b>	<b>4</b>
<b>ARTICLE 7 - Seniority</b>	<b>4</b>
<b>ARTICLE 8 - New Hire Probationary Period</b>	<b>6</b>
<b>ARTICLE 9 - Lay-off and Recall from Lay-off</b>	<b>7</b>
<b>ARTICLE 10 - Job Vacancies</b>	<b>8</b>
<b>ARTICLE 11 - Union Representation</b>	<b>10</b>
<b>ARTICLE 12 - Administration of Discipline</b>	<b>12</b>
<b>ARTICLE 13 - Grievance Procedure &amp; Arbitration</b>	<b>13</b>
<b>ARTICLE 14 - Vacations</b>	<b>16</b>
<b>ARTICLE 15 - Hours of Service &amp; Overtime</b>	<b>17</b>
<b>ARTICLE 16 - Holidays</b>	<b>19</b>
<b>ARTICLE 17 - Uniforms - Safety Equipment</b>	<b>20</b>
<b>ARTICLE 18 - Benefits</b>	<b>21</b>
<b>ARTICLE 19 - Miscellaneous</b>	<b>25</b>
<b>ARTICLE 20 - Wage Rules</b>	<b>26</b>
<b>ARTICLE 21 - Security Clearance, Driving License</b>	<b>29</b>
<b>ARTICLE 22 - Leaves of Absence</b>	<b>29</b>
<b>ARTICLE 23 - Health &amp; Safety</b>	<b>32</b>
<b>ARTICLE 24 - Employee Assistance Program</b>	<b>34</b>
<b>ARTICLE 25 - Accommodation/Work Modification</b>	<b>35</b>
<b>ARTICLE 26 - Workplace Closure</b>	<b>35</b>
<b>ARTICLE 27 - Effective Dates &amp; Duration</b>	<b>35</b>
<b>Appendix A</b>	<b>37</b>
<b>Appendix B</b>	<b>38</b>
<b>Appendix C</b>	<b>39</b>
<b>Letter of Agreement #1</b>	<b>41</b>
<b>Letter of Agreement #2</b>	<b>42</b>
<b>Letter of Agreement #3</b>	<b>43</b>
<b>Memorandum of Agreement</b>	<b>44</b>

## **ARTICLE 1 - PURPOSE**

1.1 The general purpose of this Agreement is to provide an orderly collective bargaining relationship between the Union and the Company, to provide for rates of pay, hours of work, and other terms and conditions of employment, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of the Company's business.

1.2 Caterair Chateau Canada Limited (hereinafter referred to as the "Company") and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA), and its Local 1990, (hereinafter referred to as the "Union") agree that in the administration of this Agreement, and the exercise of respective rights and obligations, both parties shall do so in a fair and reasonable manner.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

2.1 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other terms or conditions of employment of employees of the Company working in its flight kitchens at Lester B. Pearson International Airport in the regional Municipality of Peel, save and except Managers, Assistant Managers, Department Heads, Supervisors and Accounting, Administration and Clerical staff.

2.2 In the event the Company physically relocates, expands or transfers its operations serving Lester B. Pearson International Airport, employees affected will have the right to transfer and perform such work as exists in their classification at the new or expanded facility, or exercise seniority in accordance with Articles 9 and 10 in this Agreement. The Union bargaining rights will continue to be in effect at the new facility and none of its rights and obligations will be varied.

2.3 It is expressly understood and agreed that when this Agreement is ratified pursuant to the Union's Constitution and By-laws and is signed by the proper parties, it will supersede any previously existing collective agreements. ,

### **ARTICLE 3 - UNION SECURITY**

3.1 All current employees who have not done so and all future employees covered by this Agreement are required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fees and shall become and remain members in good standing of the Union as a condition of employment. The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.

3.2 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary by the 15th of the month following the end of the month in which the deductions were made along with a list of the names and the amounts of each deduction. The Company will also supply a list of those members who did not have union dues deducted and the reason why no deduction took place.

3.3 The Financial Secretary of the Local Union will notify the Company in writing of any change in the amount of Union dues and/or Initiation Fee to be deducted, in line with constitutional requirements of the National Union.

3.4 The Union will indemnify and hold the Company harmless from any claim that may be made against the Company for amounts deducted in accordance with this Article.

3.5 The Company agrees to include on the employee's T-4 slip, for income tax purposes, the total Union dues paid for the year.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.1 Except to the extent expressly abridged by specific pro-

visions of this Agreement, the Company reserves and retains, solely and exclusively, the right to manage the business.

4.2 The Union recognizes the right of the Company to hire, promote, transfer, and lay-off employees; to maintain order and efficiency in its operations; to suspend, discharge or otherwise discipline employees for just cause.

4.3 The Union further recognizes that the location of operations, the schedules, methods, processes and means of operations, and the operation and management of the business, in all respects, is the sole and exclusive right of the Company.

4.4 From time to time, at its discretion, the Company may make and/or amend rules and regulations that are not inconsistent with the terms of this Agreement. The Company agrees to make available to the Union presently applicable conduct rules and regulations, and to provide the Union with copies of such rules and regulations as may subsequently be established by the Company following ratification and signing of the Agreement.

4.5 Failure of the Company to exercise rights herein reserved to it or exercising them in a particular way shall not be deemed a waiver of said rights or of the Company's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

4.6 Management will not perform bargaining unit work, except as follows:

**A.** Work which is performed as part of a management function, including but not limited to:

1. demonstrating, instructing and/or training employees
2. checking or testing materials, productions or equipment
3. experimental or developmental work

**B.** Work which requires immediate action to avoid interruption of the Company's operations and no employee in the classification is available. The Company will make every effort to

turn over the work to bargaining unit employees covered by this Agreement as soon as possible.

## **ARTICLE 5 - NON-DISCRIMINATION**

5.1 The Company and the Union agree there shall be no discrimination, interference with, restraint, coercion of, or intimidation or harassment against any employee because of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability or sexual orientation, Union membership or activity. Conduct by any employee, hereunder, that is in violation of this policy shall constitute grounds for disciplinary action up to and including discharge.

## **ARTICLE 6 - STRIKES AND LOCK-OUTS**

6.1 This Agreement provides for the orderly resolution of disputes. The Union agrees that there shall be no interruptions of work, stoppages or strike by employees of the Company, during the life of this Agreement. The Company agrees that there will be no lock-out of employees during the life of this Agreement. The words "strike" and/or "lock-out" shall be "strike" and "lock-out" as defined in the *Ontario Labour Relations Act*, as amended.

## **ARTICLE 7 - SENIORITY**

7.1 Seniority is defined as the length of an employee's continuous service with the Company. Separate Seniority Lists shall be established and maintained for all full-time and part-time employees in the bargaining unit. Upon successful completion of the new hire probation period, the employee's seniority will date back to the date of hire. The job classifications recognized under this Agreement are listed in the Wage Schedule.

7.2 Seniority is applied in determining the amount of vacation time the employee may earn each year, the order of employees' bidding available vacation in their classification, and the

order of lay-off in affected classifications in the event of a reduction in force. When job vacancies are to be filled, Company seniority will determine selection from amongst senior employees and qualifications when applicable.

### 7.3 SENIORITY LISTS

A. The Company shall post Seniority Lists following the implementation of this Agreement. Such lists shall be updated each January 1st, April 1st, July 1st and October 1st.

Seniority lists will show each employee's date of hire, classification and current employment status. Where two or more employees are hired on the same date, Company seniority will be determined by the last three (3) digits of the employee's Social Insurance Number. The employee with the higher last three (3) digits will be the senior employee.

B. Seniority Lists will be subject to correction upon protest for a period of thirty (30) days after posting. If no protest is received within this thirty (30) day period, the list as published will be assumed to be correct and no changes may be made except under extraordinary circumstances. Copies of Seniority Lists will be posted on the Union bulletin boards and copies will be sent to the Union.

7.4 An employee transferred or promoted to a position not covered by this Agreement shall retain accrued seniority for a period of thirty (30) days measured from the date of transfer or promotion.

### 7.5 TERMINATION OF EMPLOYMENT

Seniority rights and the employee's employment shall cease for any of the following reasons:

- (a) Resignation or retirement.
- (b) Discharge for cause and not reinstated.
- (c) Absence from work for three (3) consecutive work days without properly notifying the Company of the reason for absence, unless a satisfactory reason is given for not notifying the Company.
- (d) Failure to report for work in accordance with a notice of recall,

or within seven (7) days after a registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.

(e) Not recalled from lay-off status within twenty-four (24) months from the date of lay-off.

(f) Failure to report for work at the expiration of a leave of absence, unless a satisfactory reason is given for not reporting.

## **ARTICLE 8 - NEW HIRE PROBATIONARY PERIOD**

8.1 A newly hired employee will be considered as a probationary employee for the first ninety (90) calendar days of employment in the bargaining unit. Absences of ten (10) or more days during the probationary period will not be credited towards fulfilling the probationary period.

8.2 A new hire probationary employee may be terminated at the discretion of the Company, provided that the decision is made in good faith by the Company. This standard shall be in place of the just cause standard which applies in the case of employees who have completed their probationary period. The termination of a probationary employee shall not be subject to the grievance and arbitration procedure contained in Article 13, unless his/her dismissal was the result of an occupational injury, discrimination or union activity prohibited by Article 5 of this Agreement.

### **8.3 NEW EMPLOYEE ORIENTATION**

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the article dealing with Union Security and Dues Checkoff. A new employee shall be advised of the name and location of his/her union representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate Supervisor will introduce him/her to his/her union representative who will provide the employee with a copy of the Collective Agreement.



## **ARTICLE 9 - LAY-OFF AND RECALL FROM LAY-OFF**

### **9.1 LAY-OFF**

A. Whenever it becomes necessary to decrease the workforce lay-offs will be accomplished by classification in the following order:

1. Seasonal employees

2. Probationary employees

3. Full-time employees in inverse order of seniority

B. 1. Full-time employees affected by lay-off may elect to displace ("bump") the least senior full-time or part-time employee in their classification at another Unit covered by this Agreement.

2. If unable to displace the least senior employee in his/her classification, the employee faced with lay-off may displace a part-time employee in his/her classification, or

Displace the least senior employee in a lower rated classification in which he/she had previously worked, or displace the least senior employee in the Cleaner or Dishwasher classification.

3. A Baker or First Cook faced with lay-off may bump the least senior employee in the Second Cook classification.

A Second Cook faced with lay-off may bump the least senior employee in the Food Production Helper classification.

A Driver faced with lay-off may bump the least senior employee in the Driver's Helper classification.

A Driver's Helper or a Galley Checker faced with lay-off may bump the least senior employee in the Galley Helper classification.

A Bondroom Attendant faced with lay-off may bump the least senior employee in the Galley Checker classification.

4. An employee who exercises his/her right to bump a junior employee will work the bumped employee's shift and shall be paid at the rate for the classification as determined by seniority

C. Whenever possible, the Company will provide employees with seven (7) days written notice of layoff this notice requirement is not applicable to employees who are bumped by other employees or to Probationary, Seasonal or Part-time employees.

D. Within three (3) calendar days following receipt of a notice of layoff, an employee who is unable to bump must notify the

Company, in writing, on a form provided by the Company, of his/her desire to be notified of vacancies arising in other classifications during the lay-off period.

E. Designated Union Committee members and Shop Stewards shall not be subject to lay-off as long as sufficient work remains for them to perform within their respective classifications.

F. A laid-off employee will retain recall rights for a period of twenty-four (24) months following date of layoff.

## 9.2 RECALL FROM LAY-OFF

A. Recall to a position in which lay-off has occurred will be made in inverse order of the lay-off or displacement. An employee who had exercised his/her seniority and elected to displace a junior employee shall be eligible for reinstatement to his/her former classification in accordance with seniority.

B. An employee on lay-off status will not forfeit recall rights to the classification from which laid-off if he/she declines an offer of recall for a temporary position in another classification of less than ninety (90) days duration.

C. An employee offered recall to the classification from which he/she has been laid-off who declines shall forfeit recall rights.

D. There shall be no obligation on the Company to rehire an employee who is laid-off during the probationary period.

9.3 The Company will provide written notices to the Chairperson of the Union Committee of all lay-offs and recalls of bargaining unit employees.

## ARTICLE 10 - JOB VACANCIES

### 10.1 BIDDING AND AWARDS

A. When a new or permanent job vacancy occurs in a classification covered by this Agreement and the Company determines such opening shall be filled, prior to posting a job vacancy announcement, the vacancy must first be offered to employees who were laid-off from the classification and still retain recall rights.

B. If there is no laid-off employee in the classification, the job will be posted on the bulletin board at each work location for a period of seven (7) consecutive days.

C. Postings shall set forth the wage rate, classification, qualifications and shift(s). An employee who desires such job shall apply in writing to the Human Resources Office.

D. In filling job vacancies under this Article, full-time employees with seniority will be given preference and then part-time seniority employees.

E. 1. The most senior employee with the ability to perform the job who applies for the job posting will be awarded the job for the following classifications:

Food Production Helper	Galley Helper
Tray Assembly Helper	Driver's Helper*

\*Must be able to qualify for Transport Canada security clearance.

2. Employees who apply for a job posting not listed in 10.1 E.1, above, shall be awarded a job based upon qualifications. Where qualifications are equal the employee who applies with the most seniority will be awarded the job.

F. If there are no seniority employees bidding from the bargaining unit who are qualified candidates the Company may fill the job at its discretion.

G. The Chairperson of the Union Committee will be given a copy of each job posting, the names of the bidders, and the name(s) of the employee(s) awarded the vacancy.

10.2 The Company is not required to post vacancies which may arise in Cleaner or Dishwasher classifications.

10.3 A. The successful candidate on a job posting will be given thirty (30) calendar days within which to demonstrate his/her ability to perform the job. If in the judgement of management he/she fails to demonstrate the ability to perform the job, he/she may be reassigned to his/her former position at his/her previous rate of pay, prior to the expiration of the thirty (30) calendar day trial period.

B. If, during the thirty (30) calendar day trial period the

employee does not find the job to his/her liking, he/she may return to his/her former position at his/her previous rate of pay, prior to the expiration of the thirty (30) calendar day trial period.

**C.** An employee who does not complete the trial period and who is returned to his/her former job, will be ineligible to bid another vacancy in the classification for a period of **six (6)** months.

**10.4** An employee who successfully bids a vacancy in a higher or lower rated classification will be paid according to the rate applicable to the awarded job.

#### **10.5 TEMPORARY TRANSFERS**

**A.** In the case of a vacancy which is not expected to exceed thirty (30) days, the Company may assign a qualified employee to fill the vacancy. The Company will notify the Union of all temporary assignments. Should an extension be necessary, the Company will make a written request to the Union Chairperson.

**B.** An employee temporarily assigned to perform the duties of a higher rated classification for two (2) or more hours in a work day, shall be paid the higher rate of pay for the time so worked.

**C.** An employee temporarily assigned by the Company to a lower rated job shall continue to receive his/her regular rate of pay for all time so worked.

**D.** Temporary assignments will not be used to avoid the normal posting and awarding of vacancies nor to improperly deny the award of a vacancy to a senior qualified candidate.

**E.** Experience gained while on temporary assignment will not be considered in determining the qualifications of a candidate to fill a job vacancy.

### **ARTICLE 11 - UNION REPRESENTATION**

**11.1** The Company hereby recognizes the Union Committee and Stewards as representing the Union and employees in processing grievances dealing with problems arising out of the Agreement and other related matters with management.

**11.2** The Company agrees that the National Representatives

of the Union may enter the Company's premises during normal office hours for the purpose of adjusting disputes and/or observing working conditions. Such visits shall be pre-arranged through Human Resources or the General Manager.

11.3 A. The Union Committee will be composed of a Chairperson and four (4) Committee Members with at least one (1) representative from unit #271. One Steward will be elected from each Sector for the a.m. shift and one Steward will be elected from each Sector from the p.m. shift. Sectors are defined as follows:

#272		
Sector 1	Sector 2	Sector 3
Galley, Transportation, Maintenance	Kitchen, Tray Assembly, Stores	Sanitation, Dishroom

#271	
Sector 1	Sector 2
Galley, Transportation, Maintenance	Kitchen, Tray Assembly Stores, Sanitation and Dishroom

B. Committee members will act as alternates for Sector Stewards.

11.4 Notices of such elections or appointments will be sent to Human Resources, in writing. Employees who have completed the probation period and who are so appointed will maintain their designation until such time as relieved in writing by the National Union.

11.5 A. A Union Committee member, Stewards or other Union officials shall obtain permission from his/her Supervisor prior to leaving his/her work assignment to attend to Union business. This authorization will not be unreasonably refused. Upon his/her return to his/her regular work assignment he/she shall give an explanation reasonably required by the Supervisor as to the duration of his/her absence. Union representatives carrying out their duties under this clause will not suffer a loss of pay.

B. An employee who feels that he/she has been unjustly treat-

ed or that the contract terms have been misapplied, may meet with his/her Steward or Union Committee person prior to lodging a Grievance with the Company, without loss of pay. He/She must obtain permission from his/her Supervisor before leaving his/her work duties. Upon his/her return to his/her regular work assignment he/she shall give an explanation reasonably required by the Supervisor as to the duration of his/her absence.

11.6 On receipt of a written request of either party the parties shall meet at least once each month until this Agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

11.7 Upon request, the Union Committee Chairperson will be assigned to the day shift.

## **ARTICLE 12 - ADMINISTRATION OF DISCIPLINE**

12.1 During their employment with the Company, employees will be governed by rules and regulations as may from time to time be established by the Company that are not in violation of the terms and conditions of employment embodied in this Agreement.

12.2 A Shop Steward or Union Committee Member shall be present at disciplinary meetings of bargaining unit employees; however, an employee may be suspended pending an investigation to determine whether action will be taken by the Company.

12.3 Whenever it becomes necessary that an employee be warned due to the quality of his/her work or the general performance of his/her duty, such warning shall be made, in writing, to the employee, with a copy provided to the Shop Steward or Committee Member. The employee will be given a reasonable length of time to demonstrate improvement before further disciplinary action is taken.

12.4 Written notices of a disciplinary nature in an employee's file shall not be considered in any disciplinary proceeding, provided there is no recurrence for twelve (12) months.

12.5 Upon request, arrangements will be made for an employee to examine his/her personnel file during office hours. With the written permission of the employee, a Union representative will be allowed to review the employee's file.

## **ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance is defined as a complaint involving the application, interpretation, administration or alleged violation of any of the provisions of this Agreement.

It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible.

### **13.1 GRIEVANCE PROCEDURE**

**A.** A grievance by an employee shall be processed in the following manner:

**STEP 1:** Within four (4) calendar days after the incident or circumstance giving rise to the grievance, or four (4) calendar days after the employee or the Union became aware or ought to have become aware of an event giving rise to a grievance, the employee with his/her Steward or Committeeperson shall discuss the issue with his/her immediate Supervisor. The immediate Supervisor shall respond to the grievance within four (4) calendar days.

**STEP 2:** If the Supervisor's reply to the grievance is not satisfactory to the employee, it shall be submitted, in writing, on a standard Grievance form by the employee and Steward or Committeeperson. The Grievance shall outline the circumstances or incident that is being grieved, state the specific clause(s) of the Contract allegedly violated and the remedy sought. The Grievance must be signed by the employee and the Steward or a Committeeperson. It must be presented to the Operations Manager, within four (4) calendar days of

being advised of the Supervisor's decision.

Within five (5) calendar days after the Grievance has been so presented, a meeting shall take place between the Operations Manager and the Steward or Committeeperson. Within five (5) calendar days from the day of the meeting, the Operations Manager or his/her designate shall give a written response on the Grievance form to the Steward or Committeeperson involved and provide a copy to the Union Office.

STEP 3: If the reply of the Operations Manager is not satisfactory to the Union, the Grievance may be presented to the General Manager by the Union Chairperson, within five (5) calendar days of the date of the Operations Manager's reply to Step 2. A meeting shall take place between the Company and the Union within five (5) calendar days after the Grievance has been so presented. Other Management officials or senior representatives from the Union, who are not employees of the Company, may be present at the request of either party at Step 3. The General Manager or his/her designate shall give a written response to the Grievance to the Union Chairperson, and provide a copy to the Union Office within five (5) calendar days from the close of the meeting.

B. Failing settlement of the Grievance at Step 3, the Union may submit the grievance to arbitration as set forth below, provided written notice is given to the Human Resources Department, within ten (10) calendar days of the date of the General Manager's decision in Step 3, above.

Within ten (10) calendar days of Notice, the Union and the Company shall exchange lists of three (3) proposed arbitrators. In the event either party cannot agree on an Arbitrator, within ten (10) calendar days after the lists have been exchanged, the Minister of Labour shall be requested to appoint an Arbitrator. The requesting party shall provide a copy of such request to the other party.

C. In the processing of a Grievance, the time limits as prescribed in the Grievance and Arbitration Procedures may be extended by verbal agreement between the parties, which



shall be confirmed in writing.

D. If the time limits or any mutually agreed upon extensions are not observed **by** the **grievor** or the Union, the Grievance shall be considered as settled and shall not be subject to further appeal. If the time limits or any mutually agreed upon extensions are not observed by the Company the Grievance shall be considered as advanced to the next step of the Grievance Procedure, including Arbitration.

E. Policy Grievance: Is defined as an alleged violation of the Agreement, concerning all or a substantial number of the employees in the bargaining unit in regard to which an individual employee could not grieve. It shall be in writing and lodged by the Steward or Bargaining Committee Chairperson, at Step 3 of the Grievance Procedure within five (5) calendar days. Failing settlement in Step 3, the Union may submit the Grievance to Arbitration in accordance with Paragraph B, above.

F. Group Grievance: Whenever possible, if two (2) or more employees have the same grievance, such grievances will be presented as one (1) Group Grievance, with the names of the affected employees shown; the Grievance will be lodged at Step 1 of the Grievance Procedure.

If, in the course of processing a particular grievance, other individual or Group Grievances are filed over the same issue, upon mutual agreement, between the Company and the Union, such grievances will be consolidated with the original grievance and dealt with as a Group Grievance.

G. Discharge or Suspension Grievance: An employee who feels that he/she has been discharged or suspended without just cause, or in the case of a probationary employee who has been discharged in bad faith as provided for in Article 8, Section 8.2, may appeal the Company's action on a standard Grievance form, within five (5) calendar days of the discharge or suspension. Such appeal shall be lodged at Step 3 of the Grievance Procedure, above.

## 13.2 ARBITRATION

A. Any issue that is arbitrable under the terms of this Agreement shall be arbitrated in accordance with the rules of Section 46 of the Ontario *Labour Relations Act*, which are then in effect. The Arbitrator for each case shall be selected in accordance with such rules, unless the Company and the Union are able to agree upon the Arbitrator.

B. 1. The Arbitrator shall not make any decision that is inconsistent with the provisions of this Collective Agreement, nor shall he/she add to, alter, ignore, or modify any of the terms or provisions of this Collective Agreement, except as provided for in Article 20, Section 20.4, herein.

2. Where the Company has set a wage rate for a new classification and the matter is referred to Arbitration, the Arbitrator shall be limited in his/her decision to set a wage that is not inconsistent with the rates paid in Appendix A of this Agreement.

3. Subject to the foregoing qualifications and limitations, the Arbitrator's decision shall be final and binding upon the parties.

C. The Company shall bear the cost of preparing and presenting its case to the Arbitrator, which includes Company's witness fees. The Union shall bear the cost of preparing and presenting its case to the Arbitrator, including pay for any time lost by any member of the bargaining unit who appears as grievor, appellant, or witness for the Union. If either party decides to use a court reporter, the requesting party shall bear the expense. All fees and expenses of the Arbitrator shall be borne equally by the parties.

## ARTICLE 14 -VACATIONS

14.1 An employee with completed years of service, as shown below, at the beginning of the calendar year shall be entitled to vacation, with pay, in accordance with the following schedule:

- 1 Year but less than 5 years - 2 weeks at 4% of previous calendar year's earnings
- 5 Years but less than 11 years - 3 weeks at 6% of previous calendar year's earnings
- 11 Years but less than 18 years - 4 weeks at 8% of previous calendar year's earnings
- 18 Years or more - 5 weeks at 10% of previous calendar year's earnings

14.2 Employees shall receive vacation pay in the pay period before departure for vacation, if requested with proper written notice three (3) weeks prior to leaving date.

14.3 Vacation Request forms will be distributed at each work location during the month of January, each year. Such forms must be completed by employees and returned to their Department Heads within two (2) weeks. Available vacation periods are bid and awarded at each work location, by classification, in order of Company seniority. Vacations may be split, but must be scheduled in whole week segments. An employee who fails to return the Vacation Request form will be assigned vacation from the unawarded schedule.

14.4 An employee must take his/her vacation leave in the year in which he/she is entitled to it.

14.5 An employee who has scheduled his/her vacation and is forced with lay-off will be allowed to reschedule his/her vacation for a later date after he/she returns to work.

## **ARTICLE 15 - HOURS OF SERVICE AND OVERTIME**

### **15.1 OVERTIME**

A. Except as otherwise provided, time worked on proper authority on any day in excess of eight (8) shall be considered overtime and paid for on the actual minute basis at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay.

B. Regularly assigned employees required to perform work not continuous with, before or after their regular work period,

shall be allowed a minimum of four (4) hours at one and one-half (1 1/2) times their hourly rate.

C. Time worked in excess of the regularly assigned hours due to the application of seniority rules or change in shifts, will be paid for at the hourly rate.

D. 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 on duty in order of the greatest seniority. If sufficient volunteers cannot be obtained in this manner, the employer may require qualified employees on duty to perform the work in order of least seniority until the necessary complement is reached.

E. Scheduled overtime is defined as an overtime assignment for four (4) or more continuous hours of overtime, more than twelve (12) hours in advance of the work. When the Company determines there is a need for scheduled overtime, the Company will offer the work to qualified employees in the classification in order of seniority, the most senior first as follows:

1. A senior qualified employee normally performing the shift required and on schedule day(s) off will be given priority.
2. If no qualified employee is available in Step 1, the Company will proceed to obtain another senior qualified employee who is on scheduled day(s) off, however, from a different shift.
3. If no employee is available in Step 1 or 2, the Company may require qualified employees of least seniority until the necessary compliment is reached.

The Company has the right to take into consideration the safety aspect of scheduling overtime.

The Company will attempt to contact the senior employee, however, if he/she is unavailable to receive the communication personally, the Company will proceed as per the Seniority List.

When overtime is required the employee accepting the overtime must be able to attend the overtime request in a timely manner and at the commencement of the assignment.

## 15.2 SCHEDULES

A. All schedules to be posted for two (2) pay periods. No schedules can be changed unless in cases of emergency. Schedules will be posted for forty-eight (48) hours prior to the commencement of the new schedule. During the schedule, replacements for vacated positions will be assigned by management.

B. Where practical, regular assigned employees will be assigned two (2) consecutive days off each week. In cases of emergency, loss of hours or lay-off, such days may be re-assigned with not less than forty-eight (48) hours notice.

C. Choices for hours of work and available days off as posted on the two (2) pay period schedule will be bid on in accordance with seniority and qualifications.

D. There shall be no bumping from shift to shift during the duration of a posted schedule, unless an employee suffers loss of work or hours due to a lay-off.

E. If required to work on a regularly assigned day off employees will be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay on the actual minute basis for the number of hours constituting the employee's normal regular schedule.

## 15.3 MINIMUM CALL

A regularly assigned employee who reports on time for duty who has not been previously notified not to report, shall be entitled to eight (8) hours pay at his/her regular rate unless he/she decides to lay-off of his/her own accord, in which case he/she shall be paid at his/her regular rate for the time worked.

## ARTICLE 16 - HOLIDAYS

16.1 An employee who has completed his/her probationary period and works the scheduled shifts immediately prior to and following the holiday, shall be paid holiday pay at his/her regular hourly rate for a number of hours equivalent to the employee's regular work day.

---

New Years	Good Friday	Easter Monday
Victoria Day	Canada Day	Civic Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

16.2 Where a statutory holiday occurs during an employee's vacation then the employee shall be entitled to one day's pay or one extra day's vacation at the Company's discretion. Employees who are absent from work for any reason for a period in excess of seven (7) days, including the statutory holiday shall not be entitled to statutory holiday pay.

16.3 An employee required to work on one of the above mentioned holidays shall be paid in the normal case, one and one-half (1 1/2) times his normal hourly rate plus his holiday pay (a total of two and one-half (2 1/2) times regular pay).

16.4 When both the employee and management agree, one and one-half (1 1/2) times his/her normal hourly rate plus a day off in lieu with pay at a time set by mutual agreement by the employee and Management (a total of two and one-half (2 1/2) times regular pay).

16.5 If an employee is scheduled to work on a paid holiday and accepts the assignment but fails to report for work on the date of the holiday, the employee shall not receive any holiday pay.

16.6 If an employee is scheduled or assigned to work on a paid holiday on his/her scheduled day off, the Company will pay twice the regular rate of pay plus a lieu day.

## **ARTICLE 17 - UNIFORMS-SAFETY EQUIPMENT**

### **17.1 UNIFORMS**

A. Uniforms, where required, will be furnished at no cost to the employees by the Company. Employees are required to wear Company issued uniforms and to give reasonable and proper care to uniforms issued. Employees shall comply with

appropriate food handling standards.

B. The Company will supply summer and winter uniforms at no cost to employees who perform their regular duties outside the building. Employees must be in possession of summer uniforms by May of each year, and winter uniform during October of each year.

C. Employees who perform their regular duties outside the building will be supplied rain wear, gloves, winter jackets and windbreakers at no cost to the employees.

#### 17.2 SAFETY EQUIPMENT

A. The Company will pay one hundred per cent (100%) of the cost of safety boots or shoes, that meet Canadian Safety Association standards, to a maximum of eighty dollars (\$80.00) per year. Employees must present both receipt and new safety footwear to Management in order to receive reimbursement. New employees will receive reimbursement upon satisfactory completion of the probation period. As a condition of employment, such footwear must be worn at all times.

B. Drivers, Drivers Helpers and Outside Checkers and employees assigned to work on airside operations will be provided, at no cost to the employee, sound protection ear muffs while on duty.

#### 17.3 UNIFORM RETURNS AND REPLACEMENTS

A. Employees must return all issued uniforms when leaving the Company service, or when requesting replacements.

B. Employees losing or destroying uniform issue, winter jackets or windbreakers may be charged the cost of replacement.

### **ARTICLE 18 - BENEFITS**

#### 18.1 EMPLOYEE PENSION PLAN

Bargaining Unit employees are entitled to participate in the Caterair Chateau Canada Limited Pension Plan subject to the eligibility requirement and provisions of the Plan.

## 18.2 MEALS AND BEVERAGES

At each facility covered by this Agreement, the Company will provide a Cafeteria for the employees. Meals and beverages will be provided and the employees will be assessed a fee of fifty-five cents (55¢) for the maintenance of the meal service.

## 18.3 TUITION REIMBURSEMENT PLAN

A. The Company agrees to maintain a Tuition Reimbursement Plan to refund to regular, full-time employees fees they have paid for tuition, books (up to \$20 per subject), lab and registration fees for continuing education courses. In general, courses should benefit the employee in the work he/she is now performing or which he/she may perform for the Company in the future. Study must be undertaken at a college or university, high school, technical or vocational training school.

B. Employees are eligible to participate in the Plan after completion of twelve (12) months of service with the Company.

C. Employees must secure approval, in advance, of the subject being studied. Costs such as transportation and meals are not eligible for reimbursement under the plan. When the subjects of study are approved, the Company will reimburse the employee for up to forty percent (40%) of the covered expenses, upon submission of a paid receipt. Payment for the balance of eligible fees will be made upon the employee's submission of satisfactory completion of the studies.

D. Tuition reimbursement will not be made for courses started prior to employment with the Company, or completed after the individual has been terminated.

E. Application for approval of the courses and reimbursement of the charges incurred is made to the Human Resources Department.

## 18.4 HEALTH AND WELFARE PLANS

A. The Company will pay the premium costs to purchase the insurance coverages listed below:

- Basic Life Insurance
- Accidental Death and Dismemberment



- Short Term Disability

- Major medical (includes extended health, prescription drugs, semi-private hospital, vision care and dental) 25

B. Employees may elect to buy additional group life insurance.

C. Full-time employees will be eligible for health and welfare benefit coverages, subject to the terms and conditions of the insurance policies, the first of the month following the completion of the probationary period.

D. If an employee with one (1) or more years of seniority is laid-off from work because of a reduction in workforce, he/she will retain health and welfare benefits for the month in which he/she is laid-off and one (1) subsequent month.

E. If an employee is terminated or resigns or has less than one (1) year of seniority upon lay-off, his/her health and welfare benefits will cease upon termination of employment.

F. 1. An employee on an approved leave of absence as defined in Article 22 may retain benefit coverage provided he/she pays fifty percent (50%) of the cost of the premium prior to the commencement of the leave. Such premiums must be paid in advance for the following month. Failure to make proper payment of premiums in advance will result in a cancellation of the benefit coverage.

2. Employees who do not elect to continue benefits while on a leave of absence will have their benefits reinstated effective the first of the month following their return.

G. HEALTH CARE AND GROUP INSURANCE BENEFITS  
Effective July 1, 1995, the health care and group insurance benefits will be as follows:

Coverage and Eligibility:

Upon completion of the probationary period, full-time employees are eligible for benefits.

The Company is responsible for paying the premiums for health care and group insurance benefits.

Same sex partners will be included in the definition of common-law spouse.

Full-time employees who have completed the probationary

period are covered for benefits. Benefit coverage will continue for employees for up to 17 weeks for pregnancy leave, 18 weeks for parental leave, and 52 weeks for WCB. \*

During period of layoff, employees with one or more years' seniority will have benefit coverage for the month in which he/she is laid off and the one (1) subsequent month.

Extended Health:

- Co-insurance of 90% on major medical and drugs.
- Provide semi-private hospital coverage to a maximum of \$100 per day.
- Paramedical coverage for audiologist, podiatrist, chiropractor, osteopath and physiotherapist. The \$200 annual individual max is increased to \$300. (The \$7 cap per treatment to be eliminated.)
- Speech Therapy and clinical psychology up to an individual maximum of \$1,000 per calendar year.
- Provide Out-of-Country coverage (as per discussion: 100% emergency out of country with \$5,000 maximum; 100% coverage for Out-of-Province within Canada for referral and emergency).
- The life time maximum for extended health, vision, and drugs will be \$200,000.
- Up to \$7,500 of private duty nursing care by a registered nurse or registered nursing assistant which is prescribed by a doctor and provided the nurse is not a member of the employee's family or ordinary resident of the home. Subject to prior approval by the insurer.
- Professional ambulance service, after OHIP pays their portion.
- Blood-plasma, artificial limbs and eyes, casts, splints, trusses, braces and crutches, rental of wheelchair, iron lung, and other durable therapeutic equipment.
- X-rays and laboratory examinations for diagnostic purposes.
- X-ray, radium, radioactive isotope therapy.

Vision Care: Increase individual 24-month maximum to \$100.

Dental Care: Maintain routine care at 100% with check-ups every 6 months, endodontic and periodontal coverage at 80%, and major restorative at 50%. Increase individual annual

maximum from \$1,000 to \$1,200.

Drug Plan: Provide drug card with 10% co-pay for all drugs covered (i.e., drugs requiring a prescription) with \$7 cap on the dispensing fee.

Group Insurance Benefits:

Life insurance and AD&D remain at \$10,000. The Company to provide options for employees to buy additional life insurance in increments of \$10,000 to maximum of \$200,000.

Increase STD benefit maximum from \$375 to the UI maximum in effect at date of disability. STD will continue to cover 2 weeks at 75% of regular weekly pay and be payable day 1 for accident and hospital and day 3 of sickness. LTD remains the same: 10 weeks at 50% to a maximum of \$200.

## **ARTICLE 19 - MISCELLANEOUS**

### **19.1 LOCKERS**

Lockers are provided for the convenience of employees. The person to whom the locker is issued is totally and solely responsible for the contents. Lockers, handbags, and other items in possession of the employee are subject to inspection by the Company. When the Company intends to conduct an inspection, a Steward shall attend.

### **19.2 BULLETIN BOARDS**

The Company will provide an enclosed and secure Bulletin Board in or near the employee cafeteria at each facility for use by the Union Committee. All notices placed on such Bulletin Boards shall relate solely to Union business and shall be signed by the Operations Manager or Human Resources Manager and the Union Committee Chairperson or his/her designate. If the Union locks the Bulletin Board, it shall provide the Company with the key.

### **19.3 CONTRACT BOOKLET**

The Company will provide at no cost each employee with a copy of this Agreement printed in a convenient booklet.

#### **19.4 TECHNOLOGICAL CHANGE**

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 employees. The Union and the Company will meet to discuss the impending technological change and its impact on the bargaining unit as soon as possible.

#### **19.5 MINUTE OF SILENCE**

Each year, on April 28th at 11:00 am, one minute of silence will be observed in memory of those persons who have died in industrial accidents. Employees working in the Driver, Driver's Helper and Checker classifications will be exempt from the above minute of silence when it conflicts with the work flow and operational requirements.

### **ARTICLE 20 -WAGE RULES**

20.1 A. The rates of pay in Appendix A & B are applicable to employees of the Company working in the classifications shown in the tables. No job will be adjusted, either upward or downward, during the life of this Agreement except by mutual agreement.

B. No employee shall suffer a reduction in his/her wage rate of pay as a result of the new wage Schedule in this Agreement.

20.2 An employee who successfully bids a vacancy in a lower rated classification shall be paid according to the respective classification.

#### **20.3 SHIFT PREMIUM**

Employees who work the majority of hours between 23:00 and 7:30 will be paid a premium of forty-five cents (45¢) per hour for all hours worked.

#### **20.4 NEW JOBS**

When a new bargaining unit job is created, the Company will meet with the Union to establish a rate of pay. If no agreement is reached within ten (10) days of commencing

negotiations on the rate to be paid, the matter may be submitted to Arbitration, pursuant to the provisions of Article 13.2.A, provided such notice of intent to arbitrate is sent by the Union to the Human Resources Department in accordance with the provisions of Article 13.1.B.

## 20.5 PAY EQUITY

The Company and the Union agree to maintain pay equity in accordance with the requirements set forth in the *Pay Equity Act*

## 20.6 PAY DAY

Employees covered by this Agreement will be paid on a bi-weekly basis and will be provided with a statement of deductions made therefore. In the event of an error in an employee's pay is discovered the Company shall correct the error as soon as possible.

## WAGE RATES

20.7 Effective upon ratification, all employees (seniority and probationary but not seasonal) will receive a \$300 signing bonus.

In addition to the signing bonus, all Schedule A employees will receive additional bonus payments and the Schedule A wage rates will be increased as follows:

- Effective June 23, 1995, a \$300 lump sum bonus.
- Effective June 23, 1996, an increase of \$0.20 in the base rate.
- Effective June 23, 1997, a \$416 lump sum bonus payment.

The wage rate for Schedule B employees will be increased as follows:

- Effective June 23, 1995, an increase of \$0.50 for all job classes.
- Effective June 23, 1996, each job class will be adjusted to equal 90% of the rate for the same Schedule A job class.
- Effective June 23, 1997, each job class will be adjusted to equal 94.5% of the rate for the same Schedule A job class.

Some job classes and lead hands received wage rate increases through pay equity. Where applicable, the new pay equity rates will be used as the base rate.

Some employees are receiving a merit pay in addition to their basic wage rate. To address this situation:

- No employee will receive a reduction in their actual wages for their job class as a result of the new wage rates.
- The merit pay amount will be frozen on the effective date of the Agreement. Employees with merit pay will receive the wage rate increase for their job class in addition to their merit pay. For example, a Galley Checker on Schedule B would receive the following:

	Increase	Actual Rate	Base Rate
	\$	\$	\$
Current		12.11	11.11
June 23, 1995	0.50	12.61	11.61
June 23, 1996	0.19	12.80	11.80
June 23, 1997	0.59	13.39	12.39

In addition to the signing bonus, the \$17.94 rate for a Schedule B Mechanic will be increased as follow in each year of the agreement: \$0.50/\$0.20/\$0.20 for 1995/1996/1997.

The Schedule A Lead Hand rate will continue at \$1.15 for Tray Assembly Helper Lead Hand and the Food Production Helper Lead Hand. All other Lead Hands will continue to receive \$0.65. The seasonal wage rate will be equal to 59% of the Schedule B Driver rate.

#### NEW HIRES

20.8 New Hires start at 80% of the Schedule A rate and move up 5% for each year of employment (i.e., New Hires will be at 100% of the Schedule A rate at the end of 4 years).

The regular wage rate shall be the rate in effect for the job class to which the employee is assigned at the date the employee is hired or has reached 1 or more years of employment.

An employee with seniority who was laid-off and subsequently rehired within one year of his/her date of lay-off shall have his/her hiring-in rate based on the number of months of employment completed prior to the lay-off.

At least three days must be worked in a week to have that week count as a week of employment. Periods of WCB, vacation, and holidays shall count towards weeks of employment.

An employee must have 52 weeks of employment to count for one year.

## **ARTICLE 21 - SECURITY CLEARANCE, DRIVING LICENSE**

21.1 An employee working in a classification that requires security clearance (as defined by airport security authorities regulated by Transport Canada or Customs), or a valid driver's license is required to maintain such qualifications on a current basis.

21.2 If the employee should lose such qualifications, and a vacancy exists in a lower rated classification, the employee may bid for such vacancy in accordance with the provisions of Article 10 of the Agreement. If no vacancy exists, or if the employee's job bid is unsuccessful, he/she shall be placed on unpaid leave of absence when agreed between the Union and the Company.

21.3 The employee may bid vacancies arising during the twenty-four (24) month leave of absence period.

21.4 If the employee's qualifications are restored within the twenty-four (24) month period following the leave of absence he/she will be allowed to fill a vacancy in his/her former classification.

21.5 The Committee Chairperson will be advised whenever an employee loses his/her credentials.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **22.1 PERSONAL LEAVE**

A. When the requirements of the service will permit, a regular full-time employee who has completed the probationary period may be granted an unpaid personal leave of up to four (4) months. Requests must be submitted to the Operations Manager, on the appropriate form, as far in advance of the leave as possible. If the request for Personal Leave is denied, the employee will be provided with a written explanation.

B. An employee may not engage in other employment while on leave.

## 22.2 BEREAVEMENT LEAVE

A. In the event of the death of the employee's spouse (including same sex partner), parents, step-parents, brothers, sisters, children, grandchildren, grandparents, or mother/father-in-law, up to three (3) consecutive days leave with pay at the employee's hourly rate, including shift differential, if applicable, is available each year, to a regular full-time employee who has completed his/her probation period. Such leave is granted at the time of death for the purpose of arranging and attending the funeral and for other such related requirements that would reasonably have necessitated time off duty. Acceptable verification of death must be submitted in order to receive pay for the lost time.

B. If additional time is needed, the employee may request a Personal Leave of Absence, up to three (3) weeks.

## 22.3 JURY DUTY

A. A regular, full-time employee receiving a summons to jury duty (including grand jury or coroner's jury) shall immediately notify his/her Supervisor so that arrangements can be made to ensure uninterrupted Company operations.

B. Employees serving as jurors shall receive their hourly rate of pay, inclusive of shift differential, if applicable, for lost time, less the amount of the fee received for jury service, for a period of up to sixty (60) days. A Certificate of Service from the Jury Clerk's Office, showing the number of days served and the amount paid for jury service, must be submitted to the Human Resources Department when claiming pay for the period of absence.

C. The employee must return to work if released from jury duty when four (4) or more hours remain on his/her scheduled workshift. An employee who fails to report for work in accordance with the foregoing shall be paid only for the time actually detained by the Court.

D. Employees who are required to serve as Jurors will receive a minimum of ten (10) hours rest after having worked, prior to



the report time for the Jury service.

#### 22.4 PREGNANCY AND PARENTAL LEAVE

The Company will grant to eligible employees Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act of Ontario*, as amended.

Should time in excess of the statutory provision be desired, the employee may apply for Personal Leave of Absence in accordance with Article 22.1.

#### 22.5 LEAVE FOR UNION BUSINESS

A. The Company shall grant a leave of absence to Union Representatives upon request made by the President of Local Union or the Committee Chairperson or his/her designate at least five (5) working days prior to commencement of the requested leave for the purpose of attending to Union business. The five (5) working day notice may be waived by the Company if an emergency situation makes it impossible for such advance notification to be provided. Such leave shall not be granted to more than three (3) employees at any one time from Unit 272, nor more than two (2) at any one time from Unit 271.

B. Upon written request submitted by the Union to the Director of Human Resources Canada, an employee may be granted a leave of absence, without pay, up to twelve (12) months to be employed exclusively by the Union. During such leaves an employee's benefits will cease, but seniority will continue to accrue.

#### 22.6 RETURN FROM LEAVE

An employee returning to work at the expiration of a Leave of Absence will be returned to his/her former position, if it still exists, otherwise he/she may exercise seniority and displace the most junior employee, in accordance with Article 9.1.

#### 22.7 SENIORITY ACCRUAL/BENEFITS

A. During leaves of absence, an employee shall continue to accrue seniority.

B. The employee on leave of absence may elect to be continued in the health and welfare plan provided application is

made and one-half of the premium is paid by the employee in advance of the commencement of the leave.

## **22.8 MEDICAL CERTIFICATION**

A. 1. The Company may require medical certification in cases of absences due to illness of three (3) or more days duration. In such event, the Company shall reimburse the employee for the cost of obtaining the certification, up to a maximum of twenty dollars (\$20.00).

2. The Company may also require a medical certification attesting to the employees' fitness to return to work.

B. 1. The Company reserves the right to appoint its own doctor in order to verify the length of absence due to illness or injury. Such examination shall be made without loss of earnings to the employee.

2. In the event a dispute arises over the findings of the Company designated physician and the opinion of the employee's doctor, the Union representative and Director of Human Resources shall confer and agree upon a neutral physician to examine the employee and make his/her findings known to the Company and Union, and all parties will be governed accordingly.

## **22.9 COURT APPEARANCES**

A. An employee who is required by the Company to attend court or other public investigation shall receive his/her hourly rate, including shift differential, if applicable, for lost time and shall be reimbursed reasonable expenses when away from home.

B. Absences occasioned by court appearances required of the employee for any other reason are not compensable under this program.

## **ARTICLE 23 - HEALTH AND SAFETY**

23.1 The Company will provide safe, sanitary and healthful conditions in the facilities covered by this Agreement. The Union and the employees recognize their responsibility to assist in maintaining the cleanliness of the workplace, and

to cooperate in ensuring safe, sanitary and healthful working conditions.

23.2 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.

### 23.3 JOINT HEALTH AND SAFETY COMMITTEE

A. The Union and the Company agree to establish a Joint Health and Safety Committee, consisting of three (3) members each from the Company and the Union, for each facility covered by this Agreement. The Committee shall meet once a month at each facility covered by this Agreement.

B. The Company will compensate the Union members of the Committee, who are employees of the Company, at the appropriate rate, for all hours reasonably required to carry out their duties.

C. The Union agrees to provide professional assistance wherever possible to support the Company.

### 23.4 ROLE OF THE JOINT HEALTH AND SAFETY COMMITTEE

It is the responsibility of all members of the Joint Health and Safety Committee to meet each month:

- a. To work constructively and cooperate towards the promotion of safe work practices.
- b. To review on-the-job accident reports and make recommendations for preventing recurrence.
- c. To ensure the employees receive chemical hazard training and to identify the need for Health and Safety training.
- d. To make recommendations to ensure compliance with applicable laws and generally accepted safety practices.
- e. Tour facilities to check on the Health and Safety hazards not less than once each month.

### 23.5 REPORTING UNSAFE WORKING CONDITIONS

Employees shall report unsafe working conditions to the

Health and Safety Committee prior to initiating a complaint with a Government Agency.

### **23.6 FIRST AID**

A. First Aid facilities will be provided by the Company and conform to legislation.

B. There shall be qualified First Aid Attendants holding Standard First Aid Certificates present on all shifts.

C. The Company will pay for fees, textbooks and training costs and pay for lost time of first aid attendants attending training.

### **23.7 INJURY ON THE JOB**

An employee injured on the job and unable to continue work will be paid his/her regular earnings for the balance of the shift.

### **23.8 REPORTING ACCIDENTS**

A. An employee involved in or witnessing an accident involving Company personnel or equipment shall report such event to the appropriate Supervisor and cooperate in the investigation related to the accident.

B. An employee injured while at work shall report the injury to the appropriate Supervisor as soon as possible.

## **ARTICLE 24 - EMPLOYEE ASSISTANCE PROGRAM**

24.1 The Company will continue to provide a comprehensive, confidential Employee Assistance Program (EAP) to employees experiencing personal problems, including substance abuse. Assistance will include information and referral services to appropriate assessment, counselling or treatment facilities.

### **24.2 SUBSTANCE ABUSE**

Substance abuse is recognized to be a serious medical and social problem that can pose a serious risk to an employee's health and well-being. The Company and the Union have a

mutual interest in encouraging early treatment and assisting employees towards rehabilitation.

X

### **24.3 EMPLOYEE ASSISTANCE PROGRAM COMMITTEE**

An Employee Assistance Program Committee will monitor the program; the Committee will consist of one (1) representative from the Company and one (1) representative from the Union. The Union representative will be provided such time off as necessary to monitor the program, without loss of pay.

### **ARTICLE 25 - ACCOMMODATION/WORK MODIFICATION**

The Company and the Union will work cooperatively to accommodate the special needs of employees with disabilities. A Joint Company and Union Committee will make recommendations for such accommodations to help workers return to productive employment and ensure the Company's conformance with the Workers' Compensation regulations. All exceptions to the seniority provisions of this Agreement must be mutually agreed to by the parties.

### **ARTICLE 26 - WORKPLACE CLOSURE**

The Company shall notify the Union as soon as practical of a partial or total cessation of the Company's operations at the Lester B. Pearson International Airport. Representatives of the Company and the Union will meet as soon as possible to discuss the closure.

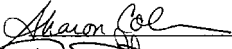
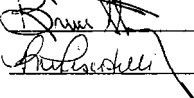
### **ARTICLE 27 - EFFECTIVE DATES AND DURATION**

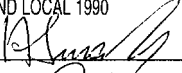
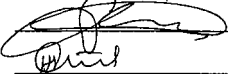
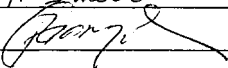
This Agreement shall become effective on June 21, 1995, and shall remain in full force and effect through midnight the 20th day of June, 1998, and each year thereafter unless written notice of intent to terminate or desired modification is sent by Certified Mail at least thirty (30) days but not more than ninety (90) days prior to expiration date by either of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 9th day of August, 1996.

FOR CATERAIR

FOR NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF  
CANADA (CAW-CANADA)  
AND LOCAL 1990

  
  
B. Sans  
H. Luss  


## APPENDIX "A" WAGE SCHEDULE

applies to employees hired prior to February 1, 1988.

<b>CLASSIFICATION</b>	<b>JUNE 23 1995</b>	<b>JUNE 23 1996</b>	<b>JUNE 23 1997</b>
<b>FOOD PREPARATION</b>			
BAKER	15.45	15.65	15.65
1ST COOK	15.29	15.49	15.49
2ND COOK	14.27	14.47	14.47
FOOD PROD. HELPER	11.76	11.96	11.96
<b>TRANSPORTATION</b>			
DRIVER	15.29	15.49	15.49
DRIVER'S HELPER	12.47	12.67	12.67
<b>GALLEY ASSEMBLY</b>			
BONDROOM ATTENDANT	15.29	15.49	15.49
GALLEY CHECKER	12.91	13.11	13.11
GALLEY HELPER	11.76	11.96	11.96
<b>WAREWASH</b>			
DISHWASHER	12.13	12.33	12.33
<b>TRAY ASSEMBLY</b>			
TRAY ASSEMBLY HELPER	11.76	11.96	11.96
<b>STORES</b>			
STOREKEEPER	12.47	12.67	12.67
<b>MAINTENANCE</b>			
MAINTENANCE PERSON	17.33	17.53	17.53
MAINTENANCE HELPER	11.76	11.96	11.96
<b>SANITATION</b>			
CLEANER	12.13	12.33	12.33
<b>SEASONALS</b>	8.08	8.22	8.63

Food Production Helper Leadhand and Tray Assembly Helper Leadhand will receive \$1.15 over the basic rate of the classification. All other Leadhands shall receive \$0.65 per hour over the basic rate of the classification. Employees with merit pay, that is the difference between the base rate and actual pay prior to ratification, will have merit pay frozen.

**APPENDIX "B" WAGE SCHEDULE**

applies to employees hired after February 1, 1988.

<b>CLASSIFICATION</b>	<b>JUNE 23 1995</b>	<b>JUNE 23 1996</b>	<b>JUNE 23 1997</b>
<b>FOOD PREPARATION</b>			
BAKER	13.84	14.09	14.79
1ST COOK	13.70	13.94	14.64
2ND COOK	12.80	13.02	13.67
FOOD PROD. HELPER	10.60	10.76	11.30
<b>TRANSPORTATION</b>			
DRIVER	13.70	13.94	14.64
DRIVER'S HELPER	11.61	11.80	11.97
<b>GALLEY ASSEMBLY</b>			
BONDROOM ATTENDANT	13.70	13.94	14.64
GALLEY CHECKER	11.61	11.80	12.39
GALLEY HELPER	10.60	10.76	11.30
<b>WAREWASH</b>			
DISHWASHER	10.60	11.10	11.65
<b>TRAY ASSEMBLY</b>			
TRAY ASSEMBLY HELPER	10.60	10.76	11.30
<b>STORES</b>			
STOREKEEPER	11.22	11.40	11.97
<b>MAINTENANCE</b>			
MAINTENANCE PERSON	15.49	15.78	16.57
MAINTENANCE HELPER	10.60	10.76	11.30
VEHICLE MECHANIC	18.44	18.64	18.84
<b>SANITATION</b>			
CLEANER	10.60	11.10	11.65
<b>SEASONALS</b>			
	8.08	8.22	8.63

Leadhands in all classifications shall receive \$0.65 per hour over the basic rate of the classification.

Employees with merit pay, that is the difference between the base rate and actual pay prior to ratification, will have merit pay frozen.



## **APPENDIX C - PART-TIME AND SEASONAL EMPLOYEES**

A. An employee is considered to be Part-time when he/she is not regularly scheduled to work more than twenty-four (24) hours in a work week. An employee is considered to be Seasonal when his/her period(s) of employment are defined as occurring between May 1 and September 30 each year, and during the Christmas period from December 13 and January 5 and Spring Break period from February 15 and March 31.

B. New hire Part-time employees and Seasonal employees will serve a probation period of ninety (90) calendar days of employment. Absences of ten (10) or more days during the probationary period will not be credited towards fulfilling the probationary period.

C. Part-time employees will be permitted to bid such part-time shifts (and days off) as may be available at the work location based upon seniority and classification. Seasonal employees will be assigned their work schedules.

D. There will be a separate Seniority List for Part-time employees showing classification, date of hire in the bargaining unit and current status. No Seniority will be accorded Seasonal employees.

E. Part-time employees will receive pro-rated wage progression increases in accordance with the Wage Schedule. Seasonal employees will be paid the rate specified in the Wage Schedule.

F. Part-time employees who have successfully completed the probation period and who are laid-off as a result of a reduction in force shall retain recall rights for a period of twelve (12) months from date of lay-off. Seasonal employees retain no right to recall following lay-off.

G. There shall be one (1) rest period of fifteen (15) minutes for each four (4) hours worked in a workday.

H. Part-time employees who have completed the probation period shall be allowed to bid full-time vacancies in accordance with Article 10 of this Agreement. Upon assuming the full-time position, they shall receive seniority credit of one (1) month for each two (2) months on the Part-time seniority list.

I. Part-time and Seasonal employees will not be called to work for less than four (4) hours of work.

J. Holidays: Part-time and Seasonal employees shall be eligible for Holiday pay in accordance with the provisions in Article 16 in this Agreement.

Vacation: Part-time and Seasonal employees shall receive vacation pay only in accordance with the *Employment Standards Act of Ontario*, as amended.

Health and Welfare: Part-time employees shall not **be** entitled to benefits under the Health and Welfare Plan.

K. As a condition of employment Part-time and Seasonal employees are bound by the Union Security provisions.

## LETTER OF AGREEMENT #1

between CAW - Canada and Caterair Chateau Canada Limited  
June 21st, 1995.

### 1. FINAL CONTRACT

As soon as possible, the Company and the Union will meet to agree to correct any errors and finalize a draft and of the Collective Agreement but not later than thirty (30) days after ratification.

### 2. COPIES OF AGREEMENT

The Company agrees to supply the Local Union with copies of the Collective Agreement at no cost to the Union.

### 3. DATA TO THE UNION

The Company agrees to supply the Local Union with updated seniority lists once every three (3) months.

### 4. BENEFITS SUMMARY

The Company will provide the Local Union and all eligible employees with a summary of the benefit plans.

### 5. TOOL ALLOWANCE

The Company agrees to continue its current practice of reimbursement for tools to employees working in the Maintenance Person and Vehicle Mechanic classifications.

### 6. TEN (10) HOUR SHIFTS



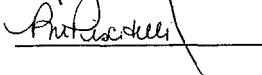
The Company will continue its practice of scheduling ten (10) hour shifts for selected positions for Transportations and others.

### 7. SAME SEX BENEFITS

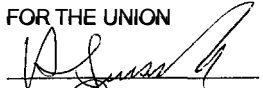
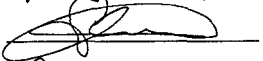
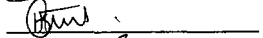
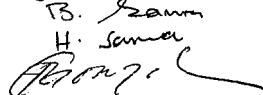
Same sex benefits will apply to health and welfare benefits and bereavement. Same sex partners will be defined the same as common-law spouses are defined.

Made this 21st day of June, 1995 at Mississauga, Ontario.

FOR THE COMPANY

 Sharon Col *Aug 9/96*  
  


FOR THE UNION

  
  
  
B. Zamm  
H. Sanna  


## LETTER OF AGREEMENT #2

between CAW - Canada and Caterair Chateau Canada Limited

June 21st 1995

Transition Period-Health Care and Group Insurance Benefits

The Company agrees to provide the health and group insurance benefits effective July 1, 1995.

The Company will continue to reimburse the Union 50 cents per employee hour plus the applicable taxes until July 1, 1995.

The Company will reimburse the Union in the lump sum amount of \$70,000 for the shortfall in benefits during the April 7, 1994 - July 1, 1995 period.

The Company will also make up for past errors in contributions to the benefits payments with respect to payments for employees on pregnancy, parental, and WCB leaves.

### PENSION PLAN

The current pension plan will continue to be open to eligible employees in the bargaining unit.

### SOCIAL JUSTICE FUND (SJF)

\* Effective June 22, 1996, the Company will pay 1/2 cent per hour worked to the CAW-Canada National Office for the CAW-Canada Social Justice Fund. The Company will make the payments on a monthly basis.

The Union will contact the Company on the administration process.

### PAID EDUCATION LEAVE (PEL)

\* Effective June 22, 1995, the Company will pay 1 cent per hour worked to the CAW-Canada National Union to provide paid education leave. Effective June 22, 1996, the contribution shall increase to 1.5 cents per straight time hour worked. Payments will be made monthly.

The address for payments is:

CAW Paid Education Leave Program,

CAW Family Education Centre,

R. R. #1, Port Elgin, Ontario NOH 2C5.

**LETTER OF AGREEMENT #3**  
between  
CAW - Canada  
and  
Caterair Chateau Canada Limited

August 9 1995 <sup>62</sup>

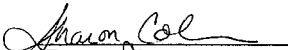

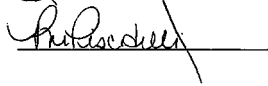
The parties agree to the following:

When a meal period is allowed on an assignment, it shall not be less than (30) minutes nor shall it be longer than one (1) hour.

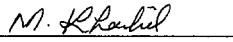
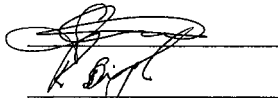
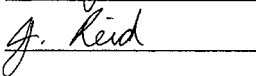
Employees shall be granted two (2) rest periods of fifteen (15) minutes each which shall, as far as is practicable, be allocated at the mid-point of each half shift during normal hours of work.

An employee unable to report for their scheduled shift or assignment commencing between the hours of 10:01 to 24:00 must notify their department head three (3) hours prior to the shift commencement. Shifts commencing between the hours of 00:01 - 10:00 must notify their department head two (2) hours prior to the shift commencement.

FOR THE COMPANY

  
  
  
\_\_\_\_\_

FOR THE UNION

  
  
  
\_\_\_\_\_

MEMORANDUM OF AGREEMENT

46

Made this 21st Day of June 1995  
between CAW - Canada and Caterair Chateau Canada Limited

Subject to ratification by the Union membership, the Union and the Company agree to the following terms and conditions in settlement of all outstanding matters:

- 1. All language issues as attached and marked "A"
  - 2. All monetary issues as attached and marked "B"
  - 3. The Company will withdraw the Court Application without costs to either party, provided that this Memorandum of Agreement is ratified by the Union membership by 6:00pm, Wednesday June 21, 1995.
  - 4. The Union Committee agrees to unanimously recommend to the bargaining unit complete acceptance of this settlement.
- Made this 21st day of June, 1995 at Mississauga, Ontario

FOR THE COMPANY

FOR THE UNION

*Maureen Cole* \_\_\_\_\_ *Aug 9/94*  
~~*Bruce St...*~~ \_\_\_\_\_  
*Antiscidelli* \_\_\_\_\_

*A. G...* \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
*B. [Signature]* \_\_\_\_\_  
*H. [Signature]* \_\_\_\_\_  
*[Signature]* \_\_\_\_\_