

# 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  
JUN 21 2006

**EFFECTIVE: January 15<sup>th</sup>, 2006**

**EXPIRY: January 14<sup>th</sup>, 2009**

08419 (06)

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**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.

## **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. The authorization card must be completed in full by the employee (i.e. full name, birthday, complete address including apartment number, city and postal code.) It is the responsibility of the company to specify on the authorization card whether the employee is full-time or part-time, and must also specify the gender of the employee. 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 due to illness or WSIB for a full calendar month, dues are not deducted. If an employee is on leave of absence for personal reasons other than illness, dues must 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**.

Each month the union will supply the Company with a check-off list of all employees in duplicate. The company shall review the check-off list and make any changes **on** such list **as** they occur (i.e. change in name, social insurance number, address, etc.) Whenever possible, the company **shall** also indicate why dues are not remitted for the individual with an explanation (i.e. sick, vacation, termination, laid off, etc.) One copy of the check-off list will be forwarded with the cheque to the union office by the 20<sup>th</sup> of the following month.

**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.

**4.03**           Both parties agree to the formation of a joint Union-Management Committee for the purposes of discussing labour relations issues. The Committee will meet the second Tuesday of every month. The Committee will consist of one (1) Steward from the Kitchen, one (1) Steward from Commissary, and one (1) Steward from Transportation.

In addition, on a bi-annual basis, the Joint Union-Management Committee membership will be extended to include one Company representative from each Department and the Steward Committee (excluding alternates).

#### **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 STRIKES 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, CHIEF STEWARD & 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 plus one (1) Chief Steward with the following distribution:

- [1] Chief Steward
- [7] Flight Kitchen #1 – two (2) per shift in food production area and equipment handling.
- [3] Commissary – one (1) per shift.
- [2] Transportation – one (1) morning shift, one (1) afternoon shift.
- [1] Customer Service
- [1] 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 co-operate 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 or elect a negotiating committee consisting of eight (8) Stewards plus one (1) Chief Steward from the bargaining unit who must have at least eighteen (18) months seniority with the Company. The negotiating committee shall be done by elections amongst the Stewards. Failing to elect a committee, the Union will appoint a committee from the Stewards body. The negotiating committee shall take place six (6) months prior to the contract expiring. 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.

An all departments Steward election shall be conducted six (6) months preceding a ratification of collective agreement.

**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 on vacation, extended sick leave, or leave of absence.

**7.07** The Union must notify the Company of the name, or names of the alternate stewards.

**7.08** Chief Steward Election shall take place six (6) months after all Stewards election. He /she who is elected shall remain in the position until new election.

#### **(Effective next Collective Agreement)**

**7.09** To be eligible to run as a Chief Steward an employee must have served a minimum of eighteen (18) consecutive months as Steward.

### **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. In the event that the employees hired on the **same** day have part-time service, their part-time service will be considered before alphabetical determination is made, Those who have longer **part-time** service will be placed higher on the ~~list~~ with reference to their full-time seniority.

**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 three (3) 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 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 are qualified to do the work required.

a) In the event 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 are qualified to do the work required.

The classifications below will first be able to replace the most junior employees within their unit. However, in the event that an employee is not able to replace the most junior employee within their unit, they may replace the most junior employee outside of their unit provided that they are qualified to perform the work. Such an employee would be given up to five (5) consecutive days of familiarization in the new role, if required.

<u>Classification</u>	<u>Bumping</u>
1. <u>First Cook</u>	<u>2-3-13-20-22-23-25</u>
2. <u>Second Cook</u>	<u>3-13-20-22-23-25</u>
3. <u>Assistant Cook</u>	<u>13-20-22-23-25</u>
4. <u>First Baker</u>	<u>5-6-13-20-22-23-25</u>
5. <u>Second Baker</u>	<u>6-13-20-22-23-25</u>
6. <u>Assistant Baker</u>	<u>13-20-22-23-25</u>
7. <u>Commissary/Equipment Stores</u>	<u>13-20-22-23-25</u>
8. <u>Bar Builder</u>	<u>13-20-22-23-25</u>
9. <u>Commissary Clerk</u>	<u>13-20-22-23-25</u>
10. <u>Food Storesperson</u>	<u>13-20-22-23-25</u>
11. <u>Distribution Centre</u>	<u>13-20-22-23-25</u>
12. <u>Hi-Lift driver</u>	<u>13-18-19-20-22-23-25</u>
13. <u>Cleaner</u>	<u>20-22-23-25</u>
14. <u>Building Maintenance</u>	<u>13-20-22-23-25</u>
15. <u>Licensed Maintenance Tradesperson</u>	<u>13-14-20-22-23-25</u>
16. <u>Customer Service</u>	<u>13-18-19-20-22-23-25</u>
17. <u>Lead Dispatch</u>	<u>13-18-20-22-23-25</u>
18. <u>Final Assembler</u>	<u>13-20-21-22-23-25</u>
19. <u>Loader/Driver/Runner</u>	<u>13-20-22-23-25</u>
20. <u>Pot Wash</u>	<u>13-22-23-25</u>
21. <u>Galley Builder</u>	<u>13-20-22-23-25</u>
22. <u>Flight Kitchen Assistant</u>	<u>13-20-23-25</u>
23. <u>HMR assistant</u>	<u>No Bump</u>

24. Team Leader

13-20-21-22-23-25

25. Tray Packer

13-20-22-23

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.

d) When it becomes necessary to reduce the workforce within each unit as determined at Article 8.02, the following procedure will be followed:

i) In all cases of workforce reduction, seasonal and probationary employees will be first laid off within the unit.

ii) If the reduction of the workforce requires more layoffs, part-time employees will be laid off within the unit. However, it is understood that if there are no full-time employees available or agree to accept reduced hours pursuant to 8.05 (c) (i), less senior employees will be assigned to work these hours while there may be full time employees on layoff.

iii) If the reduction of the workforce requires more layoffs, the employees having seniority rights will than be laid off within their classification by inverse order of seniority, the employee holding the least seniority being laid off first, unless the employees that would remain at work did not possess the qualifications or skills to execute the normal work.

When applying the preceding paragraph, an employee who does not have the least seniority in the occupation affected by the reduction could accept the layoff on a voluntary basis.

In this case, after three (3) months from the beginning of the layoff, the employee could, after giving a prior written notice of at least fifteen (15) days to that affect, exercise his right to return to work and in this case clause 8.05 (d) (iii) would again be applicable.

**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) overstays 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 of the bargaining unit, he/she shall retain their bargaining unit seniority for a period of four (4) consecutive calendar months during which time they may return to the bargaining unit upon their request or at the request of the Employer with no loss of seniority. If the employee goes beyond the above time limit they would only return to the bargaining unit if there was a vacancy, and would have no seniority in the unit. Such an employee would retain Company service for the purposes of vacation entitlement only. It is agreed that an employee can only be given a position outside of the bargaining unit once (1) during the duration of the collective agreement.

Notwithstanding the foregoing, it is further agreed, upon written notice to the Union, an employee can be given a position outside of the bargaining unit on a temporary basis for purposes of participating in a special project, the term for which, shall not exceed a period of four (4) months. The Union agrees not to be unreasonable in the application of this Article.

## **ART 9 - GRIEVANCE AND A OI UR**

**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 the 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 3<sup>rd</sup> 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** a) 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** When a grievance is referred to arbitration, the party desiring arbitration shall notify the other party, in writing, of the list of acceptable arbitrators. The recipient of the notice shall, within ten (10) working days, advise the other party of acceptable arbitrators.

**9.08** If the parties are unable to mutually agree on a sole arbitrator, the party desiring arbitration shall apply to the Minister of Labour, for the Province of Ontario, for the appointment of an 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 grievance may be submitted to an Arbitrator 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.

**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 discipline, discharge, layoff, or failure to recall after layoff of a probationary employee is at the absolute discretion of the Employer and will not be subject to the Grievance Procedure. It is agreed that the probationary period is for the purpose of training employees and to allow the Employer to assess employee's suitability for continued employment. The Company agrees not to act in bad faith in the application of this Article.

**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 agreed and understood that, notwithstanding the provisions of Article 10.02 above should an employee be terminated for theft of any kind or manner from the Company, its Customers, Employees or Suppliers, and should an arbitrator make a finding of fact to this effect, then the 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. Under no circumstance shall any leave of absence continue in excess of six (6) months.

**11.02** 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 time of departure.

**11.03** The Employer 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.

**11.05** The Company will grant all Leaves of Absence pursuant to the Ontario *Employment Standards Act*.

## **ARTICLE 12 - BEREAVEMENT**

**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 and 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** Shift: start times, for bidding purposes, are defined as follows:

<u>Day Shift</u>	<u>04:00 to 11:59</u>
<u>Afternoon Shift</u>	<u>12:00 to 19:59</u>
<u>Night Shift</u>	<u><del>20:00 to 03:59</del></u>

**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 ½) 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 change 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 fifty cents (\$0.50) 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 fifty cents (\$0.50) per hour for those overtime hours.

**14.09** Employee Banking of Overtime: A full time employee working overtime may bank overtime of at least four (4) overtime hours up to a maximum of 48 regular hours. The full time employee will be permitted to use the hours in his overtime bank at a time that is mutually agreeable between the company and the employee. It is understood that employees request for vacation shall have preference over employees wanting to use the hours in their overtime bank. Providing employees give the company 30 days of notice, requests for use of banked hours shall be granted by management on the basis of seniority wherever possible. Within 30 days, if management sees fit to provide for use of banked hours, it shall be granted on a first come, first serve basis wherever possible.

If the employee has any remaining hours in his overtime bank as of December 15, such hours shall be paid out at his hourly rate on the following pay period.

Employees are required to notify the company in writing, 30 days following ratification, of their intent to participate in overtime banking. Each subsequent year, employees are required to provide written notification of their intent to participate in overtime banking no later than December 15 of the immediate year for participation in the following year.

The Company will agree to meet with representatives of the union with the aim of reviewing the effectiveness of the Overtime Banking process.

**14.10** Phone calls made to employees for overtime purposes will be documented on the computer printout, a copy of which will be available to the Chief Steward on daily basis.

**14.11** The Company agrees to offer training to employees on all jobs by means of a voluntary sign up list. Preference, in terms of the scheduling of training, will be given to full-time employees by seniority.

Employees who choose to be trained on different jobs than they are currently assigned to, may be required to vary their scheduled start times for purposes of the initial training and for a period of three (3) weeks thereafter.

After the initial training, the Company reserves the right to schedule the employees, from time to time but not in excess of two (2) days per month without the consent of the employee, on the jobs for which they were initially trained in order to stay current with airline specifications/menus. The Employer will provide the aforementioned employees with seventy-two (72) hours notice.

**14.12** Vacation relief schedules to be posted with the shift bid for all departments. A Training schedule may be posted to the extent the Employer has such information available.

## **AR 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.

**15.02** Meal periods will be scheduled pursuant to the Ontario *Employment Standards Act*.

## **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 unit 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, skill and ability to perform the **job** task.

*Example: A grade 22 teammate is not required on the flex line for B shift although he/she has the seniority to work in Food Production. We would schedule the teammate in Food Production (this teammate would have to be advised of the start time and department) and give the most junior person in Food Production an extra day off. The junior teammate in Food Production would then be allowed to exercise his seniority to displace the most junior Grade 22 teammates on another shift.*

**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.

**16.06** The parties agree to the formation of a committee with a view to resolving issues around scheduling changes for drivers. **The** intent of this committee would be to explore the feasibility of ensuring that changes are limited to unforeseencircumstances and ensuring that only junior employees are affected. The union may appoint two members of its choice, and the Company will do the same.

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

Employees called into **work** on their day (s) off will be guaranteed a minimum of eight (8) hours work or pay 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 Ontario *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** Employees 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 <b>Holiday</b>	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.

**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.

## **IT 20 - INDIVIDUAL AGREEMENTS**

**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.

d) Should a need arise to fill a permanent vacancy on a temporary basis, the temporary assignment shall not exceed 2 weeks. Should a grievance arise regarding the application of this article, the grievance shall be referred directly to the General Manager.

## **ARTICLE 22 - HEALTH AND 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 six (6) months\* of continuous employment.**

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

<u>Effective January 15, 2006</u>	<u>Five cents (\$0.75) per hour.</u>
<u>Effective July 15, 2006</u>	<u>Five cents (\$0.80) per hour.</u>
<u>Effective January 15, 2007</u>	<u>Five cents (\$0.85) per hour.</u>
<u>Effective July 15, 2007</u>	<u>Five cents (\$0.90) per hour.</u>
<u>Effective January 15, 2008</u>	<u>Five cents (\$0.95) per hour.</u>
<u>Effective July 15, 2008</u>	<u>Five cents (\$1.00) per hour.</u>

\*(This **will** only **apply** to **new employees** hired after the date of ratification, **February 10, 2006**)

**23.02** When a part-time employee becomes a full-time employee, the company will be responsible for completing an enrolment card supplied by the pension administrators. The enrolment card will be completed in full, providing also the name of the beneficiary. The enrolment card will be dated and signed by the employee. The enrolment card will be forwarded to the pension administrators along with the pension contributions. Should a company error result in a **loss** of interest due to missed company contributions, the company agrees to pay for the interest owed on those company contributions.

### **ARTICLE 24 - BULLETIN BOARDS**

**24.01** The Company 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.

In addition, the Company will also provide a bulletin board in the main entrance for job postinas.

## **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<sup>2</sup> for all employees wishing to bring their car to work.

## **ARTICLE 27 - UNIFORMS**

**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 two (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 one hundred and ten dollars (\$110.00) 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 one hundred and ten dollars (\$110.00).

Employees 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.

**29.04** The company will agree to pay for requested Doctor's notes (\$20.00 Maximum) providing presentation of a receipt. This amount includes any required W.I. Claims.

## **ARTICLE 30 - WAGES**

**30.01** The wage rates which shall apply during the term of this Agreement are outlined in Schedules "A", "B", "C" attached hereto and which form 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 OF 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 Supervisors or Managers will not be permitted to perform work that is normally done by members of the bargaining unit. This restriction will not apply during emergency or training situations. In the event that it is established that Supervisors or Managers perform work normally done by the members of the bargaining unit, the Company agrees to remedy the affected employee in question by paying them their regular wage rate or the wage rate of the employee who normally performs the task (whichever is highest). For the purposes of this article, emergency is defined as conditions or circumstances beyond the control of the Company.

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 license (i.e. AZ, D.Z.) the Company will provide for training at their cost.

It is agreed that no employee will suffer loss of wages for purposes of renewing their AVOP or security clearance.

**32.05** All disciplinary letters on file, if the offence is not repeated, will be removed after twelve (12) months.

Employees shall have the right to request the removal of outdated disciplinary letters from their file provided that they give twenty-four (24) hours that they wish to review their file.


**ARTICLE 33 - DURATION OF AGREEMENT**

**33.01** This Agreement shall become effective on the 15<sup>th</sup> day of January 2006, and shall remain in full force and effective until the 14<sup>th</sup> day of January 2009, and shall continue in effect from year to year thereafter, **unless** either party gives written notice not more than ninety (90) days and not **less** than thirty (30) days prior to the expiration date of its desire to amend this Agreement.


DATED AT MISSISSAUGA, THIS 21<sup>st</sup> DAY OF APRIL 2006.

FOR THE EMPLOYER:

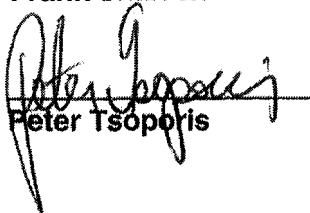
  
Peter Simon

  
Martin LeBlanc

  
Lisa Bruce

  
Karen Scanlan

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Frank Charron

  
Peter Tsoporis


FOR THE UNION:

  
Liam Tran

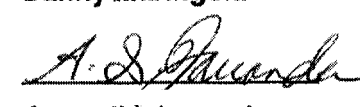
  
Erminio Molinaro

  
Marlon Martinez

  
Sam Macri

  
John Romanelli

  
Danny Maringola

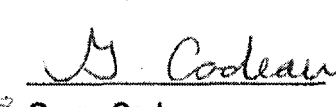
  
Amandip Jawanda

  
Anna Palmieri

  
Rashpal Brar

  
Peter Savorino

  
Ida Singh

  
Gerry Cadeau

  
Ricardo Machado

LETTERS OF UNDERS

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

Leadhands

The leadhand position will be a classification within each of the classifications outlined 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  
Annie Lines  
Elvira Izzo  
Kata Talic  
Dianne Costa  
Felicia Lartey

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

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

#3

**Sous Chefs:**

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 Driver Lay-Off:**

Should a driver be laid off in accordance with article 8:05, he will be allowed to bump into classification 19 and perform the van delivery function of that classification provided they have the seniority.

**#5 Meal Issues:**

The parties agree to each designate an individual who will 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 Y & Z Premiums:**

The Employer agrees to continue paying the premiums known as Y and Z which amount to \$0.54 and \$0.72 per hour respectively, only to employees currently receiving them.

**#7 Lead Dispatch:**

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.

**#8 Part-time Employees:**

When it is identified that a part-time employee has worked, and continues to work, in excess of twenty-four (24) hours per week for three (3) consecutive weeks, the Company will post for a full-time position. If there are employees on layoff at the time, article 8.05 c) ii) will apply. If there are no employees on layoff, all Part-time and new employees would be entitled to bid on &@ posting. Only the successful candidate on the full time posting would become full time.

**#9 Payment of Benefit Claims:**

The Company agrees that drug claims will be processed within fifteen (15) days.

**#10 Chief Steward:**

The Chief Steward will be permitted to work five (5) shifts per week (maximum 40 hours) to conduct union business. The Chief Steward will **be** appointed by the Union and the hours will be paid by the Company.

**#11 Work Schedules:**

- a) 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.

- b) Both parties agree to the formation of three (3) Scheduling Committees (i.e. Transportation, Kitchen, and Commissary) whose mandate is to explore and implement, on a cost neutral basis to the Company, a new scheduling of work hours. The Scheduling Committees will report back and/or make recommendations within thirty (30) days after ratification. It is further agreed where both parties have developed and agreed upon a new scheduling of hours, the implementation of the new scheduling systems will not take effect until thirty (30) days after such agreement is reached.

Notwithstanding the above, either party may, upon providing thirty (30) days written notice to the other, cancel the new scheduling system(s). Upon cancellation of the new scheduling system(s), both Parties agree that the scheduling of hours will revert to the scheduling of hours of work that existed prior to the new implementation.

**#12 Workplace Units:**

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”.

**#13 W.S.I.B. Assistance:**

The Company and the Union agree to establish a joint team that will meet on a regular basis to assist all employees on W.S.I.B.. The team will help assist that all forms and documents are filled out accurately and that the employee and company 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.”

**#14 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.

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

**#16 Uniforms:**

“Proper uniforms (which may include jackets, gloves and hats) for all employees.

**#17 Parking:**

The Company will commit with a view of ensuring that there will be enough parking space available for employees free of charge.

**#18 Early Retirement:**

An Employee with any combination of years of service and age which equal ninety (90), may opt into this program. The Company will provide to pay two hundred dollars (\$200.00) every two weeks up to a maximum of three (3) years.

The Company will provide continued benefit coverage for Major medical and dental at the current levels up to and including the months of his 65<sup>th</sup> birthday.

The employee will provide Company with letter of resignation dated and effective on the effective date and agrees that the company by providing the weekly payment and limited benefit coverage does not have a continued employer/employee relationship,

**#19 Respect and Dignity:**

The Employer and the Union recognize the importance of establishing and maintaining a positive relationship at the workplace based on the principles of mutual respect and dignity. It is recognized that bargaining unit members and management representatives have different roles but it is also recognized that they should treat each other in a respectful manner if carrying out their roles.

In order to enhance the existing work relationship at the workplace, the Employer and the Union agree to the establishment of a committee on mutual respect and dignity. The first committee meeting of four representatives of the Employer and four representatives of the Union will be held within one month of the signing of the collective agreement.

The purpose of the committee meetings will be to determine the means for improving the various relationships throughout the workplace. It will also deal with the roles of lead hands/team leaders and with issues surrounding the flight kitchen facilities.

**#20 Parking:**

The parties agree that there is one common parking area for all employees and managers working at the Toronto Flight Kitchen. Certain employees and managers with special physical needs or security requirements may be provided with alternate parking arrangements from time to time as required.

**#21 Emergency Phone Calls:**

The parties recognize the importance of all employees receiving emergency phone call messages on a timely basis. With this in mind, the company will commit to ensuring that all such messages or calls delivered to employees as soon as reasonably possible.

**#22 Meals Committee:**

The parties agree to the formation of Meals Committee to discuss the quality of staff meals and to recommend menu changes. The committee will be made up of four (4) employees to be selected by the union, and no more than four (4) individuals to be appointed by management. The committee will meet monthly for the first six (6) months following the date of ratification and then will begin quarterly meetings for the duration of the agreement.

**#23 Allocation of Overtime:**

1) Scheduled Overtime (Overtime required eight (8) hours or more):

Scheduled Overtime requirements will be filled by eligible employees on the basis of seniority as per current practice outlined in Article 14. Employees who are offered overtime on their first day off in that week, will then be moved to the bottom of the overtime eligibility list.

2) Unscheduled Overtime ( All other overtime requirements):

In the event that unscheduled overtime of less than eight (8) hours is required, it will be assigned on the basis of seniority to those qualified individuals performing the task required and finishing their shift when the overtime is required.

**#24 Garbage:**

Standard operating procedures which outline the handling of loose garbage on specific airlines will be posted.

**#25 Testing:**

The percentage threshold for success in testing will be established by job function. All applicants who pass this threshold will be subject to the provisions of Article 21 and other relevant articles of the collective agreement.

**#26 Licensed Maintenance Tradespeople:**

Teammates employed in maintenance roles and holding a certificate of journeyman electrician or industrial maintenance mechanic with provincial license will be paid pursuant to Schedule "A".

**#27 Team Leaders and Lead Hands:**

The parties agree that, under no circumstances, will Team Leaders or Lead Hands be permitted to discipline other teammates. Within 30 days of signing the agreement, the parties will meet to further discuss any specific issues with the role of lead hands or team leaders.

**#28 Tool Allowance:**

Subject to management approval, and upon presentation of a receipt, the Company agrees to provide up to two hundred dollars (\$200.00) per year for the cost of replacement tools.

**#29 Dental and Vision Benefits:**

Should Cara Corporate Salaried Policy become amended to increase the maximum benefit for both dental and vision care, the bargaining unit policy shall be amended to reflect this change.

SIGNED AT MISSISSAUGA, ONTARIO, THIS 21<sup>ST</sup> DAY OF APRIL, 2006.

FOR THE EMPLOYER:

  
Peter Simon

  
Martin LeBlanc


  
Lisa Bruce

  
Karen Scanlan

  
Frank Charron

  
Peter Tsoporis

FOR THE UNION:

  
Liem Tran

  
Erminio Molinaro

  
Marlon Martinez

  
Sam Macri

  
John Romanelli

  
Danny Maringola


  
Amandip Jawanda

  
Anna Palmieri

  
Rashpal Brar

  
Peter Savonino

  
Ida Singh

  
Gerry Cadeau

  
Ricardo Machado

## **APPENDIX "A" – FLIGHT KITCHEN #1**

### **Kitchen Overtime Rotation:**

Scheduled overtime will be based on seniority from the scheduled overtime list within each classification.

## **APPENDIX “B” – FLIGHT KITCHEN #2**

### **Kitchen Overtime Rotation:**

Scheduled overtime will be based on seniority from the scheduled overtime list within each classification.

## **APPENDIX “C” – TRANSPORTATION & COMMISSARY**

### **Transportation Overtime Rotation:**

Overtime rotation in the Transportation department will be pursuant to Article 14.06 of the Collective Agreement.

### **Commissary Overtime Rotation:**

Employees who have completed eight (8) hours of overtime eligibility will then be moved to the bottom of the overtime eligibility list until rotations are completed.

If during a schedule bid additional rotations are required they should be done as per above.



## SCHEDULE "A" - WAGES

Employees on the payroll who have not achieved the 36-month rate will be paid as follows:

Effective January 15, 2006

	Classification	Start Rate	12-Months	24-Months	36-Months
1	1st Cook or 1st Garde-Manger	\$11.57	\$13.65	\$15.72	\$19.43
	Lead Hand	\$12.17	\$14.25	\$16.32	\$20.03
2	2nd Cook or 2nd Garde-Manger	\$10.85	\$12.83	\$14.80	\$18.41
	Lead Hand	\$11.45	\$13.43	\$15.40	\$19.01
3	Assistant Cook or Assistant Garde-Manger	\$10.32	\$12.22	\$14.12	\$17.65
	Lead Hand	\$10.92	\$12.82	\$14.72	\$18.25
4	1st Baker	\$11.71	\$13.54	\$15.36	\$19.64
	Lead Hand	\$12.31	\$14.14	\$15.96	\$20.24
5	Sous Chef	\$15.72	\$16.03	\$16.35	\$16.68
6	Assistant Baker	\$9.82	\$11.65	\$13.47	\$16.93
	Lead Hand	\$10.42	\$12.25	\$14.07	\$17.53
7	Commissary/Equipment Stores	\$10.20	\$12.09	\$13.96	\$17.48
	Lead Hand	\$10.80	\$12.69	\$14.56	\$18.08
8	Boutique/Bar Builder/Assembler/ Dissassembler/Soil Return	\$10.20	\$12.09	\$13.96	\$17.48
	Lead Hand	\$10.80	\$12.69	\$14.56	\$18.08
9	Commissary Clerk	\$10.20	\$12.09	\$13.96	\$17.48
	Lead Hand	\$10.80	\$12.69	\$14.56	\$18.08
10	Food Storesperson	\$10.20	\$12.09	\$13.96	\$17.48
	Lead Hand	\$10.80	\$12.69	\$14.56	\$18.08
11	Distribution Centre	\$10.20	\$12.09	\$13.96	\$17.48
	Lead Hand	\$10.80	\$12.69	\$14.56	\$18.08
12	Hi-Lift Truck Driver	\$14.79	\$15.74	\$16.70	\$19.79
	Lead Hand	\$15.39	\$16.34	\$17.30	\$20.39
13	Cleaner	\$10.00	\$11.85	\$13.70	\$17.19
	Lead Hand	\$10.60	\$12.45	\$14.30	\$17.79
14	Building Maintenance	\$14.79	\$15.76	\$16.73	\$19.33
	Lead Hand	\$15.39	\$16.36	\$17.33	\$19.93
15	Licensed Maintenance Tradesperson	\$24.48	\$25.25	\$25.81	\$26.11
	Lead Hand	\$25.08	\$25.85	\$26.41	\$26.71
16	Customer service	\$11.50	\$13.57	\$15.63	\$19.33
	Lead Hand	\$12.10	\$14.17	\$16.23	\$19.93
17	Lead Dispatch	\$11.11	\$13.12	\$15.13	\$18.77
	Lead Hand	\$11.71	\$13.72	\$15.73	\$19.37
18	Final Assembler	\$10.54	\$12.46	\$14.39	\$17.95
	Lead Hand	\$11.14	\$13.06	\$14.99	\$18.55
19	Loader/Driver/Runner	\$10.54	\$12.46	\$14.39	\$17.95

	Lead Hand	\$11.14	\$13.06	\$14.99	\$18.55
20	Pot Wash	\$10.00	\$11.85	\$13.70	\$17.19
	Lead Hand	\$10.60	\$12.45	\$14.30	\$17.79
21	Galley Builder	\$10.00	\$11.85	\$13.70	\$17.19
	Lead Hand	\$10.60	\$12.45	\$14.30	\$17.79
22	Flight Kitchen Assistant	\$9.39	\$11.16	\$12.92	\$16.32
	Lead Hand	\$9.99	\$11.76	\$13.52	\$16.92
23	HMR Assistant	\$9.18	\$10.81	\$12.44	\$15.71
	Lead Hand	\$9.78	\$11.41	\$13.04	\$16.31
24	Team Leader	\$11.52	\$13.25	\$14.99	\$18.36
	Lead Hand	\$12.12	\$13.85	\$15.59	\$18.96
25	Tray Packer	\$9.39	\$11.16	\$12.92	\$16.32
	Lead Hand	\$9.99	\$11.76	\$13.52	\$16.92

**Effective January 15, 2007**

	Classification	Start Rate	12-Months	24-Months	36-Months
1	1st Cook or 1st Garde-Manger	\$11.80	\$13.92	\$16.03	\$19.82
	Lead Hand	\$12.40	\$14.52	\$16.63	\$20.42
2	2nd Cook or 2nd Garde-Manger	\$11.07	\$13.09	\$15.10	\$18.79
	Lead Hand	\$11.67	\$13.69	\$15.70	\$19.38
3	Assistant Cook or Assistant Garde-Manger	\$10.53	\$12.46	\$14.40	\$18.00
	Lead Hand	\$11.13	\$13.06	\$15.00	\$18.60
4	1st Baker	\$11.94	\$13.81	\$15.67	\$20.03
	Lead Hand	\$12.54	\$14.41	\$16.27	\$20.63
5	Sous Chef	\$16.03	\$16.35	\$16.68	\$17.01
6	Assistant Baker	\$10.02	\$11.88	\$13.74	\$17.27
	Lead Hand	\$10.62	\$12.48	\$14.34	\$17.87
7	Commissary/Equipment Stores	\$10.40	\$12.33	\$14.24	\$17.83
	Lead Hand	\$11.00	\$12.93	\$14.84	\$18.43
8	Boutique/Bar Builder/Assembler/ Dissassembler/Soil Return	\$10.40	\$12.33	\$14.24	\$17.83
	Lead Hand	\$11.00	\$12.93	\$14.84	\$18.43
9	Commissary Clerk	\$10.40	\$12.33	\$14.24	\$17.83
	Lead Hand	\$11.00	\$12.93	\$14.84	\$18.43
10	Food Storesperson	\$10.40	\$12.33	\$14.24	\$17.83
	Lead Hand	\$11.00	\$12.93	\$14.84	\$18.43
11	Distribution Centre	\$10.40	\$12.33	\$14.24	\$17.83
	Lead Hand	\$11.00	\$12.93	\$14.84	\$18.43
12	Hi-Lift Truck Driver	\$15.09	\$16.05	\$17.03	\$20.19
	Lead Hand	\$15.69	\$16.65	\$17.63	\$20.79
13	Cleaner	\$10.20	\$12.09	\$13.97	\$17.53
	Lead Hand	\$10.80	\$12.69	\$14.57	\$18.13
14	Building Maintenance	\$15.09	\$16.08	\$17.06	\$19.72
	Lead Hand	\$15.69	\$16.68	\$17.66	\$20.32
15	Licensed Maintenance Tradesperson	\$24.97	\$25.76	\$26.33	\$26.63

	Lead Hand	\$25.57	\$26.36	\$26.93	\$27.23
16	Customer service	\$11.73	\$13.84	\$15.94	\$19.72
	Lead Hand	\$12.33	\$14.44	\$16.54	\$20.32
17	Lead Dispatch	\$11.33	\$13.38	\$15.43	\$19.15
	Lead Hand	\$11.93	\$13.98	\$16.03	\$19.75
18	Final Assembler	\$10.75	\$12.71	\$14.68	\$18.31
	Lead Hand	\$11.35	\$13.31	\$15.28	\$18.91
19	Loader/Driver/Runner	\$10.75	\$12.71	\$14.68	\$18.31
	Lead Hand	\$11.35	\$13.31	\$15.28	\$18.91
20	Pot Wash	\$10.20	\$12.09	\$13.97	\$17.53
	Lead Hand	\$10.80	\$12.69	\$14.57	\$18.13
21	Galley Builder	\$10.20	\$12.09	\$13.97	\$17.53
	Lead Hand	\$10.80	\$12.69	\$14.57	\$18.13
22	Flight Kitchen Assistant	\$9.58	\$11.38	\$13.18	\$16.65
	Lead Hand	\$10.18	\$11.98	\$13.78	\$17.25
23	HMR Assistant	\$9.36	\$11.03	\$12.69	\$16.02
	Lead Hand	\$9.96	\$11.63	\$13.29	\$16.62
24	Team Leader	\$11.75	\$13.52	\$15.29	\$18.73
	Lead Hand	\$12.35	\$14.12	\$15.89	\$19.33
25	Tray Packer	\$9.58	\$11.38	\$13.18	\$16.65
	Lead Hand	\$10.18	\$11.98	\$13.78	\$17.25

**Effective January 15, 2008**

	Classification	Start Rate	12-Months	24-Months	36-Months
1	1st Cook or 1st Garde-Manger	\$12.04	\$14.20	\$16.36	\$20.22
	Lead Hand	\$12.64	\$14.80	\$16.96	\$20.82
2	2nd Cook or 2nd Garde-Manger	\$11.29	\$13.35	\$15.40	\$19.16
	Lead Hand	\$11.89	\$13.95	\$16.00	\$19.76
3	Assistant Cook or Assistant Garde-Manger	\$10.74	\$12.71	\$14.69	\$18.36
	Lead Hand	\$11.34	\$13.31	\$15.29	\$18.96
4	1st Baker	\$12.18	\$14.09	\$15.98	\$20.43
	Lead Hand	\$12.78	\$14.69	\$16.58	\$21.03
5	Sous Chef	\$16.36	\$16.68	\$17.01	\$17.35
6	Assistant Baker	\$10.22	\$12.12	\$14.01	\$17.62
	Lead Hand	\$10.82	\$12.72	\$14.61	\$18.22
7	Commissary/Equipment Stores	\$10.61	\$12.58	\$14.52	\$18.19
	Lead Hand	\$11.21	\$13.18	\$15.12	\$18.79
8	Boutique/Bar Builder/Assembler/ Dissassembler/Soil Return	\$10.61	\$12.58	\$14.52	\$18.19
	Lead Hand	\$11.21	\$13.18	\$15.12	\$18.79
9	Commissary Clerk	\$10.61	\$12.58	\$14.52	\$18.19
	Lead Hand	\$11.21	\$13.18	\$15.12	\$18.79
10	Food Storesperson	\$10.61	\$12.58	\$14.52	\$18.19
	Lead Hand	\$11.21	\$13.18	\$15.12	\$18.79
11	Distribution Centre	\$10.61	\$12.58	\$14.52	\$18.19

12	Lead Hand	\$11.21	\$13.18	\$15.12	\$18.79
	Hi-Lift Truck Driver	\$15.39	\$16.38	\$17.37	\$20.59
13	Lead Hand	\$15.99	\$16.98	\$17.67	\$21.19
	Cleaner	\$10.40	\$12.33	\$14.25	\$17.88
14	Lead Hand	\$11.00	\$12.93	\$14.85	\$18.48
	Building Maintenance	\$15.39	\$16.40	\$17.41	\$20.11
15	Lead Hand	\$15.99	\$17.00	\$18.01	\$20.71
	Licensed Maintenance Tradesperson	\$25.47	\$26.27	\$26.85	\$27.16
16	Lead Hand	\$26.07	\$26.87	\$27.45	\$27.76
	Customer service	\$11.96	\$14.12	\$16.26	\$20.11
17	Lead Hand	\$12.56	\$14.72	\$16.86	\$20.71
	Lead Dispatch	\$11.56	\$13.65	\$15.74	\$19.53
18	Lead Hand	\$12.16	\$14.25	\$16.34	\$20.13
	Final Assembler	\$10.97	\$12.96	\$14.97	\$18.68
19	Lead Hand	\$11.57	\$13.56	\$15.57	\$19.28
	Loader/Driver/Runner	\$10.97	\$12.96	\$14.97	\$18.68
20	Lead Hand	\$11.57	\$13.56	\$15.57	\$19.28
	Poi Wash	\$10.40	\$12.33	\$14.25	\$17.88
21	Lead Hand	\$11.00	\$12.93	\$14.85	\$18.48
	Galley Builder	\$10.40	\$12.33	\$14.25	\$17.88
22	Lead Hand	\$11.00	\$12.93	\$14.85	\$18.48
	Flight Kitchen Assistant	\$9.77	\$11.61	\$13.44	\$16.98
23	Lead Hand	\$10.37	\$12.21	\$14.04	\$17.58
	HMR Assistant	\$9.55	\$11.25	\$12.94	\$16.34
24	Lead Hand	\$10.15	\$11.85	\$13.54	\$16.94
	Team Leader	\$11.99	\$13.79	\$15.60	\$19.10
25	Lead Hand	\$12.59	\$14.39	\$16.20	\$19.70
	Tray Packer	\$9.77	\$11.61	\$13.44	\$16.98
	Lead Hand	\$10.37	\$12.21	\$14.04	\$17.58

**Those employees who have already achieved the 36 month job rate, as of February 10, 2006, will see their increases reflected in the following job rate wage arid:**

	<b>Classification</b>	<b>January 15, 2006</b>	<b>January 15, 2007</b>	<b>January 15, 2008</b>
1	1st Cook or 1st Garde-Manger	\$19.43	\$19.82	\$20.22
	Lead Hand	\$20.03	\$20.42	\$20.82
2	2nd Cook or 2nd Garde-Manger	\$18.41	\$18.78	\$19.16
	Lead Hand	\$19.01	\$19.38	\$19.76
3	Assistant Cook or Assistant Garde-Manger	\$17.65	\$18.00	\$18.36
	Lead Hand	\$18.25	\$18.60	\$18.96
4	1st Baker	\$19.64	\$20.03	\$20.43
	Lead Hand	\$20.24	\$20.63	\$21.03
5	Sous Chef	\$21.01	\$21.43	\$21.86
6	Assistant Baker	\$16.93	\$17.27	\$17.62
	Lead Hand	\$17.53	\$17.87	\$18.22
7	Commissary/Equipment Stores	\$17.48	\$17.83	\$18.19
	Lead Wand	\$18.08	\$18.43	\$18.79
8	Boutique/Bar Builder/Assembler/ Dissassembler/Soil Return	\$17.48	\$17.83	\$18.19
	Lead Hand	\$18.08	\$18.43	\$18.79
9	Commissary Clerk	\$17.48	\$17.83	\$18.19
	Lead Hand	\$18.08	\$18.43	\$18.79
10	Food Storesperson	\$17.48	\$17.83	\$18.19
	Lead Hand	\$18.08	\$18.43	\$18.79
11	Distribution Centre	\$17.48	\$17.83	\$18.19
	Lead Hand	\$18.08	\$18.43	\$18.79
12	Hi-Lift Truck Driver	\$19.79	\$20.19	\$20.59
	Lead Hand	\$20.39	\$20.79	\$21.19
13	Cleaner	\$17.19	\$17.53	\$17.88
	Lead Hand	\$17.79	\$18.13	\$18.48
14	Building Maintenance	\$19.33	\$19.72	\$20.11
	Lead Hand	\$19.93	\$20.32	\$20.71
15	Licensed Maintenance Tradesperson	\$26.11	\$26.63	\$27.16
	Lead Hand	\$26.71	\$27.23	\$27.76
16	Customer service	\$19.33	\$19.72	\$20.11
	Lead Hand	\$19.93	\$20.32	\$20.71
17	Lead Dispatch	\$18.77	\$19.15	\$19.53
	Lead Hand	\$19.37	\$19.75	\$20.13
18	Final Assembler	\$17.95	\$18.31	\$18.68
	Lead Hand	\$18.55	\$18.91	\$19.28
19	Loader/Driver/Runner	\$17.95	\$18.31	\$18.68
	Lead Hand	\$18.55	\$18.91	\$19.28
20	Pot Wash	\$17.19	\$17.53	\$17.88
	Lead Hand	\$17.79	\$18.13	\$18.48
21	Galley Builder	\$17.19	\$17.53	\$17.88
	Lead Hand	\$17.79	\$18.13	\$18.48

22	Flight Kitchen Assistant	\$16.32	\$16.65	\$16.98
	Lead Hand	\$16.92	\$17.25	\$17.58
23	HMR Assistant	\$15.71	\$16.02	\$16.34
	lead Hand	\$16.31	\$16.62	\$16.94
24	Team Leader	\$18.36	\$18.73	\$19.10
	Lead Hand	\$18.96	\$19.33	\$19.70
25	Tray Packer	\$16.32	\$16.65	\$16.98
	Lead Hand	\$16.92	\$17.25	\$17.58

## **SCHEDULE "B" – PART-TIME & 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 twenty-four (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 1<sup>st</sup> 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** E

Does not apply.

### **7. ARTICLE 12 - BEREAVEMENT PAY**

Does not apply.

a. **ARTICLE 19 - PAID HOLIDAYS**

In accordance with the Ontario *Employment Standards Act*, 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 AND 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**

### **Introduction**

What follows is a synopsis of the group benefits as of February 10, 2006.

While every effort has been made to ensure the accuracy of the information, your rights and benefits are governed by the terms of the group insurance policy, plan document or plan text providing the group benefits. Those governing documents will prevail if they differ from this **synopsis**. Any amendment to the governing documents is effective without notice to you except **as** otherwise required by law.

The relevant provisions of the governing documents are available for review through your employer's group administrator. Requests for information about coverage and questions about benefits should be directed through your employer's group administrator.

Cara Operations Limited has appointed The Great-West Life Assurance Company as the plan administrator for the purpose of reviewing and paying claims and providing administrative services for short term disability benefits, visioncare benefits, major medical expense benefits, and dental benefits. Such benefits are not insured by The Great-West Life Assurance Company **but** remain the responsibility of Cara Operations Limited.

The life insurance is underwritten and administered by The Great-West Life Assurance Company.

**Eligibility Period**

After (12) months of continuous full-time employment.\*

\*(This will only apply to **new** employees hired after the date of ratification, February 10, 2006)

**For Employees:**

**Life insurance**

Employees under age 65                      \$30,000

Employees age 65 or over  
but under age 70                              \$5,000

Effective June 1<sup>st</sup>, 2006 the life insurance amount changes as follows:

Employees under age 65                      \$35,000

Employees age 65 or over  
but under age 70                              \$5,000

The amount of insurance on each employee under age 65 will reduce to \$5,000 on the date the employee attains age 65.

The insurance on an employee will terminate on the date the employee attains age 70.

## Short term disability benefit

66.7% of normal weekly earnings with a maximum weekly benefit of \$400.

payment commences immediately, with no waiting period for a disability resulting from bodily injury effected directly and independently of all other causes through accidental means.

payment commences on the first day of hospital confinement for which a charge is made to the provincial hospital plan provided the member is an in-patient or admitted to a day-care unit in a licensed hospital.

payment commences:

- (1) following a 3 day waiting period for the first and second disability, resulting from disease, in a calendar year,
- (2) following a 3 day waiting period for the third and subsequent disabilities, resulting from the same disease, in a calendar year, and
- (3) following a 7 day waiting period for the third and subsequent disabilities, resulting from an unrelated disease, in a calendar year.

no payment will be made

- (1) for the 15 week period starting on the 31<sup>st</sup> day following the waiting period for the first disability, resulting from the same disability, in a calendar year, and
- (2) for the 15 week period starting on the 16<sup>th</sup> day following the waiting period for the second and subsequent disabilities, resulting from the same or unrelated disability, in a calendar year.

payable weekly for not more than the lesser of:

- (1) 37 weeks (52 weeks minus the number of weeks in which no payment will be made in accordance with the above provision); or
- (2) the member's length of service with the employer for any one disability due to one or more **causes**.

The coverage on a member will terminate on the date the member attains age 65.



**Dental benefit**

deductible     nil

basic services payable:

100%

restorative services payable:

50%

orthodontic services payable:

50%

calendar year maximum for basic, restorative and orthodontic expenses combined:

\$2,000

fee schedule:

dental: fee schedule, for the calendar year preceding the date of treatment, approved **and published by** the Ontario Dental Association for general practitioners; under this plan, this fee schedule applies to charges made **by** all dentists and is not limited to those charges made by general practitioners.

denturist: fee schedule, for the calendar year preceding **the** date of treatment, approved and published by the Ontario **Denturist** Association.

## COMMENCEMENT AND ADJUSTMENT OF COVERAGE

### 1. Eligibility

A person indicated under eligible class in **the** plan detail who is actively at work full-time and for full pay with the employer and have been in continuous active full-time employment for full pay with the employer for the eligibility period shown in the plan detail and is resident in Canada are eligible to become insured. Full-time employment means performing in the customary manner for at least twenty-four (24) hours per week all the regular duties of the employment either at the customary place of employment or at some other location required by the employer's business.

A person will be considered to be resident in Canada while on temporary assignment with the employer outside Canada for not more than twenty-four (24) months.

### 2. Application for Coverage

A person eligible for coverage shall become covered by:

- **being** enrolled for this coverage by the employer and
- providing any required underwriting evidence.

### 3. Underwriting Evidence

Coverage is subject to satisfactory evidence required by the underwriting rules established for the plan.

A failure to disclose or a misrepresentation by a person applying for coverage of any requested information that **is** within his knowledge, material to the coverage, and not otherwise disclosed, renders the coverage voidable by the employer.

### 4. Amount of Coverage

Each eligible person who becomes covered may obtain coverage for not more than the amount described in the plan detail.

## COMMENCEMENT AND ADJUSTMENT OF COVERAGE

### 5. Adjustment in Amount of Coverage

When a change in any circumstance would make you eligible for a different amount of benefit, the amount of benefit will be adjusted as follows:

If the change would result in an increase, the increase will be effective on the later of:

- the date of the change in circumstance, and
- the date any required underwriting evidence is approved.

Provided that the increase will be effective only if you are actively at work full-time and for full pay on the effective date of the increase.

If the change would result in a decrease, the decrease will be effective on the date of the change in the circumstance.

### 6. Earnings

"Normal weekly earnings" means  $1/52$  of annual earnings.

"Annual earnings" means

- (1) annual earnings from your employer **based** on your established normal work period and job classification, and
- (2) total commissions received **from** your employer for the 12 months immediately preceding the commencement of total disability or, if you have received commissions from your employer for less than 12 months, the estimated total commissions for the first 12 months that commissions are payable.

## TERMINATION OF COVERAGE

Your coverage **will** terminate on the date you would cease to be eligible to become covered except that your employer may, in **his** discretion continue coverage:

during a period when you are absent from work because of injury or disease, or  
for up to 31 days during a period when you are absent from work because of leave of  
absence or layoff.

Notwithstanding the foregoing, your employer may terminate your coverage at any time.



# LIFE INSURANCE

## 1. Benefit

In the event of your death, Great-West Life will pay the amount of life insurance for which you are insured.

## 2. Settlement Options

Instead of paying the proceeds in one sum, you or a beneficiary may elect, by a written notice filed with Great-West Life, to have the proceeds left on deposit or paid in instalments under any settlement plan then available from Great-West Life.

## 3. Conversion Option

If your life insurance

(1) reduces, or

(2) terminates

(i) as provided under Termination of Insurance or

(ii) because of termination of this provision,

and you are not eligible to become insured hereunder, then you will have the right, upon written application made within 31 days after such reduction or termination, to obtain a new policy of life insurance without evidence of insurability, as provided below,

If the insurance reduces, the amount of the new policy will not exceed the amount of the reduction,

If the insurance terminates as provided in (i) above, the amount of the new policy will not exceed the amount for which you were insured immediately prior to termination.

If the insurance terminates as provided in (ii) above, the new policy will not exceed the amount required by law.

Great-West Life will issue the new policy, without total disability benefit or accidental death benefit, on any of its plans then available according to the class of persons to which you belong.

## LIFE INSURANCE

### 3. **Conversion Option** - continued

The premium for the new policy will be at the rates established by Great-West Life for your class of risk, sex and current age. The new policy will not become effective until the expiration of the 31 day period.

If you die during the 31 day period, Great-West Life will pay an amount equal to the insurance you could have converted under this provision. Payment **will** be made to the person who would have received the proceeds hereunder. This payment is in full settlement of all life insurance claims under this provision.

### 4. **Death Claims**

For benefits to become payable, written notice and proof satisfactory to Great-West Life of your death must be received by Great-West Life within one year after the date of death. Proof satisfactory to Great-West Life may be required to verify statements made to establish insurability,

### 5. **How to Make a Life Insurance Claim**

- (1) Obtain a claim form from your employer;
- (2) Complete the claim form according to the instructions provided on the form; and
- (3) Return the claim form to your employer.

## **SHORT TERM DISABILITY BENEFIT**

### **1. Benefit**

If you become totally disabled and are continuously so disabled for the waiting period shown in the plan detail, the plan will pay the short term disability benefit for which you were covered at the commencement of total disability. Payment will accrue from and be paid on the dates shown in the plan detail and will continue during the continuance of total disability but not longer than the period shown in the plan detail.

### **2. Total Disability**

You will be totally disabled if unable, because of injury or disease, to perform substantially all of the duties of your occupation.

### **3. Reduction of Benefit**

The short term disability benefit will be reduced by

- (1) unless prohibited by law, by any income replacement or compensation to which you are entitled under any automobile insurance or any other legislated income replacement or compensation plan;
- (2) by any amount received from the employer as severance pay or under a salary continuance plan; and
- (3) as provided in the Right of Subrogation provision.

### **4. Limitations**

No benefit will be paid

- (1) for any period of total disability during which you are not participating and co-operating in a reasonable and customary treatment program for each disabling condition. Such a program must be recommended by the licensed physician or chiropractor treating you and be of the nature and frequency usually required for each disabling condition. Recognition of a reasonable and customary treatment program recommended by a chiropractor is limited to one month;
- (2) for any total disability resulting directly or indirectly from any one of the following:
  - (a) self-inflicted injury while sane or insane;
  - (b) committing or attempting to commit a criminal offence;
  - (c) voluntarily participating in a riot or an insurrection;
  - (d) war or hostilities of any kind or any act incident thereto;

## SHORT TERM DISABILITY BENEFIT

### 4. Limitations- continued

- (3) for any period you are on leave of absence;
- (4) until the date scheduled for return to work from a period of leave of absence or layoff, for a disability which commenced during that period;
- (5) if you are disabled as a result of injury or disease for which you are entitled to payment under any Workers' Compensation or similar coverage;
- (6) after death or following retirement under your employer's pension plan;
- (7) if you are engaged in any occupation for compensation or profit;
- (8) if you do not comply with the Right of Subrogation provision.

### 5. Recurrence of Disability

If you cease to be totally disabled after receiving benefits and, while covered hereunder again become totally disabled due to the same or a related cause, the later disability will be considered to be a continuation of the previous disability unless you completely recovered from the previous disability and are continuously actively employed full time and for full pay for a period of at least 30 days after termination of the previous disability.

### 6. Proof of Claim

For benefits to become payable, written proof satisfactory to the plan administrator signed by the licensed physician treating you must be received by the plan administrator:

- (1) while you are totally disabled, and
- (2) within 12 months after
  - (a) the end of the waiting period shown on the plan detail, or
  - (b) the recurrence of disability.

Otherwise, the claim for benefits will be invalid.

If such proof is received by the plan administrator within three months after the end of the waiting period or recurrence of disability, benefits are payable from the end of the waiting period or the date disability recurred.

If such proof is received by the plan administrator after three months but prior to 12 months after the end of the waiting period or recurrence of disability, benefits are payable from the date such proof was received by the plan administrator.

## SHORT TERM DISABILITY BENEFIT

### 6. Proof of Claim - continued

The plan administrator at any time may request written proof of the continuance of total disability and may request you submit to and co-operate in examination by the plan administrator's medical and other advisers. If you fail to furnish proof satisfactory to the plan administrator within three months following the request or refuse to submit to and co-operate in examination by the plan administrator's medical and other advisers, you will be considered to have ceased to be totally disabled immediately prior to the date such request was made,

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion may pay another person on your behalf and such payment, provided it is made in good faith, will discharge your employer's liability under the plan.

### 7. Limitation of Action

No action or proceeding may be commenced with respect to this benefit more than one year from the later of:

- (1) the end of the period in which proof of claim may be submitted under section 6 "Proof of Claim"; and
- (2) the date of notice of termination of benefits.

### 8. How to Make a Short Term Disability Claim

- (1) Obtain the appropriate claim forms from your employer;
- (2) See a medical doctor no later than the **5<sup>th</sup> day** following the beginning of total disability or **any** recurrence of total disability;
- (3) Complete the claim forms according to the instructions provided on the forms: and
- (4) Return the claim forms to your employer by the beginning of total disability or any recurrence of total disability.

## VISION CARE BENEFIT

### 1. Benefit

If a covered person (you or your covered dependent) incurs expenses for necessary contact lenses or eyeglass lenses which are prescribed by a licensed physician or optometrist for the correction of impaired vision and frames for eyeglass lenses, your plan will pay to you the reasonable charges incurred for such expenses, up to the maximum amount shown in the plan detail.

### 2. Reduction of Benefit

This vision care benefit will be reduced as provided in the Right of Subrogation provision.

### 3. Limitations

No benefit will be paid

- (1) for safety glasses, sun glasses (with or without prescription), glasses or contact lenses for cosmetic or decorative purposes, or for more than one frame or set of lenses;
- (2) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is covered thereunder;
- (3) for an expense which is not permitted to be insured;
- (4) if you do not comply with the Right of Subrogation provision.

### 4. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this vision care benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

## **VISION CARE BENEFIT**

### **5. Claims**

For benefits to become payable, written proof satisfactory to the plan administrator of the incurring of an expense for which benefits are claimed hereunder must be received by the plan administrator not later than 3 months following the end of the calendar year in which the expense was incurred.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion may pay another person on your behalf and such payment, provided it is made in good faith, will discharge the employer's liability under the plan.

No action or proceeding under this plan may be commenced with respect to this benefit within 60 days nor after one year from the expiration of the time when proof of claim is required hereunder.

### **6. How to Make a Vision Care Claim**

- (1) Obtain a claim form from your employer; and
- (2) Complete and submit the claim form according to the instructions provided on the form.

## MAJOR MEDICAL EXPENSE BENEFIT

### 1. Benefit

If a covered person (you or your covered dependent) incurs covered expenses in excess of the deductible, your plan will pay to you a portion of such covered expenses. The deductible and the portion payable are shown in the plan detail. No amount will be paid for covered expenses otherwise payable under this plan.

The maximum amount payable for the covered expenses incurred by a covered person during the whole period the covered person is covered under this major medical expense benefit is shown in the plan detail.

### 2. Reduction of Benefit

This major medical expense benefit will be reduced as provided in the Right of Subrogation provision.

### 3. Covered Expenses

Covered expenses are the reasonable charges for the medically necessary services and supplies for the treatment of any injury or disease, as described below, made

- (1) (a) by a licensed hospital, including semi-private accommodation,
  - (i) in Canada, and
  - (ii) outside Canada for a temporary period in the case of a resident of Canada who requires hospitalization due to an emergency while travelling or on vacation or because treatment is not available in Canada.
- (b) by a licensed convalescent hospital, including semi-private accommodation,
  - when ordered by a licensed physician to significantly improve the medical condition of the covered person; and
  - limited to 120 days a calendar year for each covered person

In all cases, charges for chronic care in any health institution are excluded. Chronic care is defined as maintenance care for a condition where significant improvement is unlikely within the next 12 months.

- (2) for services rendered outside the province of residence of the covered person by a licensed physician in excess of the charges allowed under the health plan of the province of residence whether or not the covered person is covered thereunder. The amount payable for such services will be limited to the amount specified in the fee schedule except in an emergency while the covered person is travelling or on vacation.

"Fee schedule" means the schedule of fees of the medical association or the College of Physicians and Surgeons at the time of treatment in the province of residence of the covered person and, if the covered person is resident outside Canada, in the province where the Canadian head office of the employer is located.



## MAJOR MEDICAL EXPENSE BENEFIT

### 3. Covered Expenses - continued

- (3) for the following drugs dispensed by a licensed physician or dentist or by a licensed pharmacist on the written prescription of a licensed physician or dentist, limited to \$5,000 a calendar year for each covered person:
- (a) drugs legally requiring a prescription in accordance with the Food & Drug Act, Canada or similar provincial legislation,
  - (b) drugs not legally requiring a prescription, but are in an injectable format, or are life-sustaining and identified under the following headings in the Therapeutic Guide section of the then current Compendium of Pharmaceuticals and Specialties:  

anti-anginal agents	anticholinergic preparations
antiparkinsonism agents	anti-arrhythmic agents
bronchodilators	glaucoma therapy
antihyperlipidemic agents	insulin preparations
hyperthyroidism therapy	oral fibrinolytic agents
parasympathomimetic agents	potassium replacement therapy
tuberculosis therapy	topical enzymatic debriding agents
  - (c) fertility drugs limited to a lifetime supply of 9 months, excluding from (a), (b) and (c):
    - (i) drugs used to treat erectile dysfunction,
    - (ii) food and dietary supplements,
    - (iii) cosmetic or hygienic products,
    - (iv) antismoking drugs,
    - (v) experimental drugs, and
    - (vi) drugs not approved for marketing in Canada by Health Canada or not considered by the Canadian Medical Association or by the medical association of the province of residence of the covered person to be therapeutically useful;
- (4) for services of the following if licensed by a licensing and registration authority in the province where the service is rendered:
- (a) chiropractor, osteopath, naturopath, podiatrist, audiologist, psychologist and speech therapist; limited to \$500 for each type of such practitioner in a calendar year for each covered person.
  - (b) physiotherapist, limited to \$1,000 a calendar year for each covered person.

Charges *for* services by a member of the College of Physicians and Surgeons are paid by the provincial health insurance plan.

- (5) for x-rays by a licensed chiropractor, limited to \$20 a calendar year for each covered person;
- (6) for services of a dentist for the excision of a cyst or tumour;

## MAJOR MEDICAL EXPENSE BENEFIT

### 3. Covered Expenses - continued

- (7) for services of a dentist only if the treatment is both required as a direct result of **an** accidental injury to natural teeth from an external blow, excluding biting accidents, and the treatment is performed within the 12 month period immediately following the accident, limited to \$5,000 per accident for each covered person;
- (8) for ambulance service to the nearest hospital where treatment is available if required due to a life threatening emergency;
- (9) for private duty nursing service in the home of the covered person, and in a hospital outside Canada if the covered person is a resident of Canada, by a registered nurse, licensed practical nurse or registered nursing assistant not ordinarily resident in the home and not related to the covered person; provided such service can be performed only by a registered nurse, licensed practical nurse or registered nursing assistant and not by a person of lesser qualifications and such service was recommended and approved by a licensed physician, limited to \$10,000 a calendar year for each covered person:
- (10) for an artificial eye, arm, hand, leg, foot, breast and orthopaedic brace, including repairs and adjustments, or replacement if repair is not possible, or to accommodate a growing child;
- (11) for stump socks, limited to six pair a calendar year for each covered person;
- (12) for glasses or contact lenses following a cataract operation, limited to \$100 for each eye once only;
- (13) for oxygen and its administration;
- (14) for rental of a wheel chair, crutches or hospital bed recommended and approved by a licensed physician;
- (15) for the following items if recommended and approved by a licensed physician: elastic stockings limited to two pair a calendar year for each covered person, traction appliance, spinal **and** abdominal medical support, **varco** traction **kit**, belt and similar appliance, neck brace, cervical collar, ileostomy or colostomy **kit**;
- (16) for custom built orthopaedic shoes, provided such shoes are recommended and approved by a licensed physician or by a licensed podiatrist, limited to \$200 per shoe or \$400 a calendar year for each covered person;
- (17) for a wig required for permanent hair loss as a result of any injury or disease, or for temporary hair loss as a result of medical treatment for any disease, limited to a lifetime maximum of \$700 for each covered person;
- (18) for blood and blood plasma.

Additional services and supplies may be included at the discretion of the employer.

## MAJOR MEDICAL EXPENSE BENEFIT

### 4. Additional Covered Expenses

In addition, covered expenses are the reasonable charges for the necessary services and supplies incurred as a result of the emergency treatment of injury or disease which occurs during the first 60 days of travel in any period of absence from the province of residence:

- (1) for the transportation, hotel/motel lodging, and custodial services of an attendant for dependent children travelling with a covered person, left unattended by the death or hospitalization of the covered person, limited to \$2,000;
- (2) for return of the covered person's vehicle to his residence or to the nearest appropriate rental agency if the covered person dies or is hospitalized for more than seven consecutive days, limited to \$1,000 and one vehicle;
- (3) for transportation and hotel/motel lodging for one family member to visit a covered person who, while travelling alone, has been hospitalized for more than seven consecutive days, limited to the cost of one round-trip economy fare and \$150 a day hotel/motel lodging and expenses for a maximum of 10 days;
- (4) for pre-arranged, pre-paid return transportation missed due to injury or disease of the covered person, limited to one-way economy fares, less credit for unused tickets, for the covered person and one accompanying family member;
- (5) for hotel/motel lodging and expenses incurred on and after a pre-arranged return departure date for an accompanying family member who remains with a covered person who is hospitalized on the pre-arranged return departure date, limited to \$150 a day for a maximum of 10 days;
- (6) for preparation and shipment of the body of a deceased covered person for burial or cremation; limited to the lesser of the cost to prepare and return the body to the province of residence and \$5,000. The cost of the coffin is not a covered expense;
- (7) for incidental non-medical hospital expenses incurred by a covered person while hospitalized, limited to \$100.

Additional services and supplies may be included at the discretion of Great-West Life.

## MAJOR MEDICAL EXPENSE BENEFIT

### 5. Limitations

No benefit will be paid

- (1) for any covered expense incurred during a period of hospital confinement which began before the covered person became covered hereunder; this limitation will not apply to a child who became covered at birth;
- (2) for a periodic health check-up or examination, travel for health, cosmetic surgery and dental services other than those covered in 3(6) and (7) above;
- (3) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (4) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement or under the health plan of the province in which the covered person resides, whether or not the covered person is covered thereunder;
- (5) for a charge which is not permitted to be insured;
- (6) for an injury or disease resulting from war or hostilities of any kind;
- (7) for any covered expense incurred for elective out of province treatment;
- (8) if you do not comply with the Right of Subrogation provision.

### 6. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this major medical expense benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

### 7. Continuation of Coverage

If you are totally disabled because of injury or disease so as to be unable to perform substantially all of the duties of your occupation on the date when your major medical expense benefit would otherwise have terminated, coverage will be continued, during the period of disability, for not more than 90 days from such termination date.

If a covered dependent is confined in a licensed hospital because of injury or disease on the date when his major medical expense benefit would otherwise have terminated, coverage will be continued, during the period of hospital confinement, for not more than 90 days from such termination date,

## MAJOR MEDICAL EXPENSE BENEFIT

### 8. Claims

For benefits to become payable, written proof satisfactory to the plan administrator of the incurring of an expense for which benefits are claimed hereunder must be received by the plan administrator *not* later than three (3) months following the end of the calendar year in which the expense **was** incurred.

The plan administrator may require a covered person to submit to examination by **the** plan administrator's medical advisers.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion, may pay another person on your behalf and such payment, provided it is made in good faith, will discharge the employer's liability under the plan.

Payment for a charge by a hospital, instead of **being** made to you, may be made to the hospital. Such payment will be a complete discharge to the employer for the amount so paid.

No action or proceeding under this plan may **be** commenced with respect to this benefit within sixty (60) days nor after one year from the expiration of the time when proof of claim is required hereunder.

## MAJOR MEDICAL. EXPENSE BENEFIT

### 9. How to Make a Health Insurance Claim

- (1) Obtain a claim form from your employer. For major medical expenses over \$400, submit a **pre-determination** form (available from your employer) showing the proposed treatment and estimated costs so that the amount of benefits payable can be determined;
- (2) Complete and submit the claim form according to the instructions provided on the form; and
- (3) Enclose receipts and statements of payments for items paid in part or in full by another source (e.g. another insurance company, government plan, Workers' Compensation, etc).
- (4) Out-of-province claims should be submitted to Great-West Life as soon as possible upon incurring the expense. It is very important that you send your claims to our Benefit Payment Office Immediately as your Provincial Medical Plan has very strict time limitations.
- (5) Great-West Life **will** then send you an Out-of-Country Statement of Claim and Government Assignment forms. Complete these forms and return them to us. We will pay all eligible claims **including** your Provincial Medical Plan portion. Great-West Life will then be reimbursed directly from your Provincial Medical Plan for their share of the expenses.
- (6) Out-of-Country claims must be submitted within a certain time period which varies with each province. Please contact our Out-of-Country Claims Unit for the time restriction for submitting claims in your province.
- (7) **If** you have any questions or if assistance is required to complete any of the forms, please contact our Out-of-Country Claims Unit at 1-800-957-9777.

## PREFERRED VISION SERVICES (PVS)

### 1. Benefit

Preferred Vision Services (PVS) is a service provided by Great-West Life to its customers through Preferred Vision Services.

Preferred Vision Services (PVS) entitles you to a discount on a wide selection of quality eyewear and vision care services when you purchase these items from a PVS network optician or optometrist. You are eligible to receive the PVS discount through the network whether or not you are enrolled for the extended health care coverage described in this booklet. You may use the PVS network **as** often as you wish to purchase services and eyewear for yourself and your dependents at a reduced cost.

Shopping for eyewear through PVS:

- (1) Call the PVS Information Hotline at 1-800-668-6444 or visit the PVS web site at [www.pvs.ca](http://www.pvs.ca) for information about PVS locations and the program.
- (2) Arrange for a fitting or eye examination, if needed.
- (3) Present your group benefit plan identification card to identify your preferred status as a PVS member through Great-West Life at the time **of** purchase.
- (4) Select your eyewear and pay the reduced PVS price. If you have vision care coverage, obtain a receipt and submit it **with** a claim form to your insurance carrier in the usual manner.

## DENTAL BENEFIT

### 1. Benefit

If a covered person (you or your covered dependent) incurs covered expenses, your plan will pay to you a portion of the covered expenses as shown in the plan detail.

The maximum amount payable for a covered person is shown in the plan detail,

### 2. Reduction of Benefit

This dental benefit will be reduced as provided in the Right of Subrogation provision.

### 3. Covered Expenses

Covered expenses are the reasonable charges, not exceeding those specified in the fee schedule, incurred for necessary dental services as described below which are performed or prescribed by a licensed dentist or a denturist licensed to practice denture therapy:

#### (1) Basic Services:

Examinations:

Routine (once every 5 months but not more than twice in any calendar year)

Complete (once every 24 consecutive months)

X-rays:

Bitewing (once every 5 months but not more than twice in any calendar year)

Full-mouth series (once every 24 consecutive months)

Complete series and Panorex (once every 5 years)

Fillings

Extractions

Dental surgery

**Diagnostic x-rays and laboratory procedures required in relation to dental surgery**

Polishing (once every 5 months but not more than twice in any calendar year)

Scaling (once every 5 months but not more than twice in any calendar year)

Fluoride treatments (once every 5 months but not more than twice in any calendar year)

Periodontal treatment of the soft and hard tissue supporting the teeth, including:

provisional intracoronai splinting but excluding any other type of splinting, appliances or orthodontic treatment

Endodontics

Space maintainers and regainers for missing primary teeth

Rebasing, relining and repair of dentures

Repair and recementing of crowns, inlays, onlays and bridgework

General anaesthesia



## DENTAL BENEFIT

### 3. Covered Expenses - continued

#### (2) Restorative Services:

Crowns and inlays  
Fixed bridges  
Dentures, excluding a duplicate set and equilibrated dentures

#### (3) Orthodontic Services:

Orthodontic treatment  
Orthodontic appliances

#### Meaning of "fee schedule":

The fee schedule is as described on the data page.

If an allowance for an expense is not shown in the applicable fee schedule, the plan administrator will determine the reasonable and customary allowance.

In the absence of an applicable fee schedule the plan administrator will determine the reasonable and customary allowance.

If the covered person is resident outside of Canada the applicable fee schedule is that of the province where the Canadian head office of the employer is located.

### 4. Limitations

No benefit will be paid

- (1) for a covered expense otherwise payable under this plan;
- (2) for an expense incurred for cosmetic purposes;
- (3) for an expense incurred for the removal of an amalgam restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown;
- (4) for injury or disease for which a covered person is entitled to payment under any Workers' Compensation or similar coverage;
- (5) for an expense for which a covered person is not required to pay, or for which the covered person is entitled to reimbursement under any non-contractual arrangement;
- (6) for an expense for an injury or disease resulting from war or hostilities of any kind;

## DENTAL BENEFIT

### 4. Limitations - continued

- (7) for an expense incurred for construction of an inlay or crown unless there is extensive decay, breakdown or fracture of the tooth at the time of construction where an amalgam or similar restorative material cannot adequately restore the tooth;
- (8) for an expense incurred for replacement of an inlay or crown unless there is extensive decay or breakdown which can not be repaired by use of amalgam or similar restorative material;
- (9) for an expense incurred for a precision attachment or for dental restorations for the purposes of periodontal splinting, full mouth rehabilitation, altering of the vertical dimension or modifying the occlusion;
- (10) for an expense incurred for dentures or fixed bridges to replace teeth which were missing prior to the date of becoming covered for dental benefits under this plan;
- (11) for an expense incurred for replacement of a fixed bridge unless it is at least 5 years old and cannot be made serviceable or unless additional teeth are extracted after the date of becoming covered for dental benefits under this plan;
- (12) for an expense incurred for replacement of an existing partial or complete denture unless:
  - (a) required because at least one additional natural tooth was extracted after the date of becoming covered for dental benefits under this plan and the existing denture cannot be made serviceable. If the existing denture could have been made serviceable, then only expenses incurred for that portion of the new appliance which replaces teeth that were extracted after the member became covered under this plan are eligible.
  - (b) it is at least 5 years old and cannot be made serviceable.
  - (c) it replaces a temporary denture which was installed after the date of becoming covered for dental benefits under this plan and was installed within 12 months from the date the temporary denture was installed.
  - (d) required because of an accident or injury which occurred while covered for dental benefits under this plan;
- (13) if you do not comply with the Right of Subrogation provision.

### 5. Alternate Course of Treatment

When two or more covered dental procedures are separately suitable for the treatment of a specific condition, your employer will pay for the least expensive dental procedure provided such dental procedure is consistent with good dental care.

## DENTAL BENEFIT

### 6. Co-ordination of Benefits

If benefits with respect to the same expense are payable under this dental benefit provision and from any other source, the amount payable under this provision will be reduced to ensure that the total amount payable from all sources does not exceed the expense incurred.

### 7. Claims

For benefits to become payable, written proof satisfactory to the plan administrator of the incurring of an expense for which benefits are claimed hereunder must be received by the plan administrator not later than 3 months following the end of the calendar year in which the expense was incurred.

The plan administrator may require a covered person to submit to examination by the plan administrator's dental advisers.

Proof satisfactory to the plan administrator may be required to verify any statements made to satisfy the underwriting rules established for the plan.

The plan administrator, in its discretion may pay another person on your behalf and such payment, provided it is made in good faith, will discharge the employer's liability under the plan.

A covered person may not **assign** his right to receive any amount payable under this dental benefit.

No action or proceeding under this plan may be commenced with respect to this benefit within **60 days** nor after one year from the expiration of the time when proof of claim is required hereunder.

### 8. How to Make a Dental Claim

- (1) Obtain a claim form from your employer. For extensive dental work over \$500, submit a claim form/estimate (available from your dentist) showing the proposed treatment and estimated costs so that the amount of benefits payable can be determined; and
- (2) Complete and submit the claim form according to the instructions provided on the form.

## **GENERAL PROVISIONS (Dependent Benefits)**

### **1. Dependent**

Dependent means

- (1) (i) the person with whom you are cohabiting and to whom you are legally married (spouse], or
- (ii) the person with whom you are cohabiting in a marriage like relationship and who has been publicly represented as your spouse for a period of at least three years
- (2) your unmarried child, under 21 years of age and dependent on you for support and
- (3) your unmarried child, 21 years of age or over but less than 26 years of age, who is a full-time student attending or on vacation from an educational institution and dependent on you for support

but excludes a person who is also an insured person, or your unmarried child, with similar coverage under this or any other plan issued to Cara Operations Limited.

The following will be considered your child:

- (a) a person you are adopting, during the period of probation,
- (b) your stepchild,
- (c) a person related to you by blood or marriage and for whom you are the legal guardian, and
- (d) a child of the person with whom you have been cohabiting in a marriage like relationship for at least three years, provided such child is living with you.

The age restriction does not apply to a mentally or physically handicapped person who had this condition and **was** covered **as** your dependent immediately before the age of 21.

Covered dependent means a person covered under this plan as your dependent.

### **2. Termination of Dependent Benefits**

The coverage on your dependent will terminate on the earlier of:

- (1) the date the dependent ceases to qualify as your dependent, and
- (2) the date you cease to be covered for similar coverage.

On your death, your health benefits will continue for 31 days.

## GENERAL PROVISIONS

### 1. Contract

Reference to province also includes territory when required by the context.

### 2. Age

If your age has been misstated, the true age will govern.

### 3. Currency

All payments by Great-West Life will be in lawful money of Canada.

### 4. Conformity with Law

Any provision of this booklet which is in conflict with any law to which the booklet is subject, is understood, declared, and acknowledged to be amended to the extent necessary to conform to such law.

## GENERAL PROVISIONS

### 5. Right of Subrogation

If a benefit is paid under the plan for a loss for which a third party is or may be liable, your employer will be subrogated to your rights in any claim you assert against the third party.

Where the amount of the benefit paid under the plan, together with the recovery from the third party and from any other source, exceeds 100% of the actual loss or expense, you will hold the benefits in excess of 100%, less the proportionate amount of unrecovered legal expenses, in trust for your employer and will reimburse your employer in the amount of the excess within 30 days following receipt of the third party recovery.

If the third party recovery compensates you for future loss, any benefits otherwise payable under the plan will be reduced so that the total benefits payable in the future will not exceed 100% of the loss.

You will co-operate with your employer and in no way compromise your employer's right of subrogation. You will execute a subrogation reimbursement agreement and direction and any other documentation required by your employer and provide details of the third party claim.

You must obtain the consent of your employer to any settlement of the third party claim which consent will not be unreasonably withheld. If you fail to obtain your employer's consent to any settlement, you will be considered to have recovered 100% of your loss from the third party.

If judgement is obtained in the third party action, you must advise your employer of the judgement within 10 days and provide your employer with the details of the total recovery. If you fail to provide these details, you will be considered to have recovered 100% of your loss from the third party.

No benefits will be payable unless the requirements of this provision are satisfied.

## GENERAL PROVISIONS

At Great-West Life, we recognize and respect every individual's right to privacy. When you apply for coverage or benefits, we establish a confidential file of personal information.

We use the information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- Determining your eligibility for coverage under the plan;
- Enrolling you for coverage;
- Assessing your claims **and** providing you with payment;
- Managing your claims;
- Verifying and auditing eligibility and claims;
- Underwriting activities, such as determining the *cost* of the plan, and analyzing the design options of the plan; and
- Preparing regulatory reports, such as tax slips.

We limit access to information in your file to Great-West Life staff or persons authorized **by** Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law. Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some of the benefits outlined in this booklet and Great-West Life processes the claims. Great-West Life, your plan administrator, your health care provider, and other insurance and reinsurance companies may also exchange information when the information is needed to administer the group benefit plan.

For more information about our privacy guidelines, please ask for Great-West Life's ***Privacy Guidelines*** brochure.