

COLLECTIVE AGREEMENT

between

SKY CHEFS CANADA, LTD.

and the

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

Effective: June 21, 2001 to June 20, 2002

ARTICLE 1 - PURPOSE

- 1.1 The General purpose of this Agreement is to provide an orderly collective bargaining relationship between the Union and the Company, to provide for rates of pay, hours of work, and other terms and conditions of employment, to secure prompt and fair disposition of grievances, and to prevent interruptions of work and interference with the efficient operations of the Company's business.
- 1.2 Sky Chefs Canada, Ltd. (hereinafter referred to as the "Company") and the National Automobile, Aerospace, Transportation and General workers Union of Canada (CAW-CANADA), AND ITS Local 1990, (hereinafter referred to as the "Union") agree that in the administration of this Agreement, and the exercise of respective rights and obligations, both parties shall do so in a fair and reasonable manner.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.1 The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other terms or conditions of employment of employees of the Company working in its flight kitchen at Lester B. Pearson International Airport in the regional Municipality of Peel, save and except Managers, Assistant Managers, Department Heads, Supervisors and Accounting, Administration and Clerical staff.
- 2.2 In the event the Company physically relocates, expands or transfers its operations serving Lester B. Pearson International Airport, employees affected will have the right to transfer and perform such work as exists in their classification at the new or expanded facility, or exercise seniority in accordance with Articles 9 and 10 in this Agreement. The Union bargaining rights will continue to be in effect at the new facility and none of its rights and obligations will be varied.
- 2.3 It is expressly understood and agreed that when this Agreement is ratified pursuant to the Union's Constitution and By-laws and is signed by the proper parties, it will supersede any previously existing collective agreements.

ARTICLE 3 - UNION SECURITY

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

Secretary by the 15th of the month following the end of the month in which the deductions were made along with a list of the names and the amounts of each deduction. The Company will also supply a list of those members who did not have union dues deducted and the reason why no deduction took place.

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

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

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

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Except to the extent expressly abridged by specific provisions of this Agreement, the Company reserves and retains, solely and exclusively, the right to manage the business.

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

4.3 The Union further recognizes that the location of operations, the schedules, methods, processes and means of operations, and the operation and management of business, in all respects that are not inconsistent with the terms of this Agreement, are the sole and exclusive right of the Company.

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

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

- 4.6 The Company and Union agree that Managers, Supervisors or other employees, not represented by the Union, shall not perform work which is normally performed by members of the Bargaining Unit but may do so if:
- a) Instructing employee or employees
 - b) Training employee or employees
 - c) Checking or testing materials or equipment

ARTICLE 5 - NON-DISCRIMINATION

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

ARTICLE 6 - STRIKES AND LOCK-OUTS

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

ARTICLE 7 - SENIORITY

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

7.2 Seniority is applied in determining the amount of vacation time the employee may earn each year, the order of employees’ bidding available vacation in their classification, and the order of lay-off in affected classifications in the event of a reduction in force. When job vacancies are to be filled, Company seniority will determine selection from amongst senior employees and qualifications when applicable.

7.3 SENIORITY LISTS

- A. The Company shall post Seniority Lists following the implementation of this Agreement. Such lists shall be updated each January 1st, April 1st, July 1st and October 1st. Seniority lists will stipulate name, classification, employee number, date of hire and current employment status. Where two or more employees are hired on the same date, Company seniority will be determined by the last three (3) digits of the employee's Social Insurance Number. The employee with the higher last three (3) digits will be the senior employee.
- B. Seniority lists will be subject to correction upon protest for a period of thirty (30) days after posting. If no protest is received within this thirty (30) day period, the list as published will be assumed to be correct and no changes may be made except under extraordinary circumstances. Copies of Seniority Lists will be posted on the Union bulletin boards and copies will be sent to the Union.
- 7.4 An employee transferred or promoted to a position not covered by this Agreement shall retain accrued seniority for a period of three (3) months measured from the date of transfer or promotion.

7.5 TERMINATION OF EMPLOYMENT

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

- a) Resignation or retirement.
- b) Discharge for cause and not reinstated.
- c) Absence from work for three (3) consecutive work days without properly notifying the Company of the reason for absence, unless a satisfactory reason is given for not notifying the Company.
- d) Failure to report for work in accordance with a notice of recall, or within seven (7) days after a registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
- e) Not recalled from lay-off status within thirty-six (36) months from the date of lay-off.
- f) Failure to report for work at the expiration of a leave of absence, unless a satisfactory reason is given for not reporting.

ARTICLE 8

NEW HIRE PROBATIONARY PERIOD

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

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

8.3 NEW EMPLOYEE ORIENTATION

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

ARTICLE 9

LAY-OFF AND RECALL FROM LAY-OFF

9.1 LAY-OFF

A. In the event of a lay-off, the Company agrees that Employees shall be laid off in the reverse order of their seniority. The Employees shall be recalled to work in order of their seniority. The lay-off will be accomplished by classification in the following order:

1. Seasonal Employees
2. Probationary Employees
3. Part-time Employees
4. Full-time Employees

B. 1. If unable to displace the least senior employee in his/her classification, the employee faced with lay-off may elect to displace the Employee holding the least seniority at the next succeeding downward wage level in which he/she had previously worked or displace the least senior employee in the Production Helper, Dishwasher, Storekeeper or Cleaner classification providing he/she meets the qualifications as outlined in article 10.1.E.2.

2. A First Cook or Baker faced with lay-off may displace the least senior employee in the Production Helper, Dishwasher, Storekeeper or Cleaner

classification providing they meet the qualifications as outlined in article 10.1.E.2.

A Driver, Galley Checker or Bond Room Attendant who is subject to lay-off, may bump a least senior employee laterally or displace the least senior employee in the Dishwasher, Storekeeper, Food Production Helper, Cleaner or Galley Helper classification providing they meet the qualifications as outlined in article 10.1.E.2.

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

- C. The Company will provide employees affected by lay-off with the following notice in writing:
- a) Two weeks notice for service of less than 10 years
 - b) Three weeks notice for service of 10 years or more

This notice period is not applicable to employees who are displaced by other employees or to Probationary, Seasonal or Part-time employees.

- D. A laid-off employee will retain recall rights for a period of thirty-six (36) months following date of lay-off.
- E. Designated Bargaining Committee members and the District Chairperson shall not be subject to lay-off as long as sufficient work remains for them to perform within their respective classifications. Should there not be sufficient work for them to remain within their classification, he/she will be subject to bumping provisions. However, he/she will not be laid off during his/her term of office providing full-time hours are available within a classification for which he/she is qualified to work.

9.2 RECALL FROM LAY-OFF

- A. 1. Recall to a position in which lay-off has occurred will be made in inverse order of the lay-off or displacement. An employee who had exercised his/her seniority and elected to displace a junior employee shall be recalled to his/her former classification in accordance with seniority. Should the employee refuse recall to his/her former classification, the seniority list will be adjusted to reflect the current classification. The position will then be filled according to Article 9.2.A.3,4,5 &6.
2. If no employee is on lay-off or no employee responds to a recall notice then the Company shall post the vacancy as per Article 10. If there is no employee bidding from the Bargaining Unit the Company may fill the job from outside.
 3. The Company agrees that it will not use this procedure to circumvent recall and the job

posting procedure.

- B. An Employee on lay-off status from all classifications except Driver and Galley Checkers will not forfeit recall rights to the classification from which laid-off if he/she declines an offer of recall for a temporary position of less than ninety (90) days duration. An Employee on lay-off status from the Driver or Galley Checker classification will not forfeit recall rights to the classification from which laid-off, if he/she declines an offer of recall for a temporary position of less than thirty (30) days.
- C. An employee offered recall to the classification from which he/she has been laid-off who declines shall forfeit recall rights.
- D. There shall be no obligation on the Company to rehire an employee who is laid-off during the probationary period.
- 4. The Company will provide written notices to the Chairperson of the Union Committee of all lay-offs and recalls of bargaining unit employees.

ARTICLE 10

JOB VACANCIES

10.1 BIDDING AND AWARDS

- A. When a new or permanent job vacancy occurs in a classification covered by this Agreement and the Company determines such opening shall be filled, prior to posting a job vacancy announcement, the vacancy must first be offered to employees who were laid-off from the classification and still retain recall rights.
- B. If there is no laid-off employee in the classification, the job will be posted on the bulletin board at each work location for a period of seven (7) consecutive days.
- C. Postings shall set forth the wage rate, classification, qualifications and shifts(s). An employee who desires such job shall apply in writing to the Human Resources Office.
- D. In filling job vacancies under this Article, full-time employees with seniority will be given preference and then part-time seniority employees.
- E. Employees who apply for a job posting shall be awarded a job based upon qualifications. The following job classifications require the ability to read and write English and other specific qualifications as noted below:

First Cook - Journeyman's papers

Driver - Transport Canada Security Clearance, Class DZ license, AVOP

Galley Checker - Transport Canada Security Clearance, Driver's License, AVOP

Vehicle Mechanic - Mechanic License, AVOP, Class DZ license

Storekeeper

Where qualifications are equal, the employee who possesses the most seniority will be awarded the job.

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

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

10.2 If an employee files a written notice with the Human Resources Department as to his/her interest in applying for a stipulated job should it become available during his/her absence due to sickness, vacation, leave of absence or lay-off, his application shall be given consideration for four months from the date the absence commenced. The employee must be available to return to work on the date the position is required in order to be considered an eligible candidate for the job.

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

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

C. An employee who does not complete the trial period and who is returned to his/her former job, will be ineligible to bid another vacancy in the classification for a period of four (4) months.

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

10.5 TEMPORARY TRANSFERS

A. In the event of a temporary vacancy for which:

1. The company has been given a minimum of two weeks notice
2. will be less than thirty (30) days
3. There are no employees from the classification available

The company will offer the schedule to the most senior, qualified employee who volunteers within three days of the schedule being posted on the employee bulletin board.

In the event of a temporary vacancy of less than 30 days for which no advance notice has been given, the Company may assign the least senior employee to fill the vacancy. The Company will notify the Union of all temporary assignments. Should an unexpected extension be necessary there must be mutual agreement between the Company and Union.

- B. An employee temporarily assigned to perform the duties of a higher rated classification for two (2) or more hours in a work day, shall be paid the higher rate of pay for the time so worked.
- C. An employee temporarily assigned by the Company to a lower-rated job shall continue to receive his/her regular rate of pay for all time so worked.
- D. Temporary assignments will not be used to avoid the normal posting and awarding of vacancies nor to improperly deny the award of a vacancy to a senior qualified candidate.

10.6 TEMPORARY RE-ASSIGNMENT

The employer may temporarily re-assign employees to other work such as may be necessary to avoid minimum call to cover a temporary emergency, provided:

- A. The Steward for the affected area will be advised in writing of the work conditions and the names of the employees involved prior to the end of the shift.
- B. That the temporary period shall in no case exceed one (1) hour unless an increase of this period is arranged by mutual consent of the Company and the Union.
- C. Such employee as may be assigned to the temporary work shall receive the pay of his/her regular job classification or the top rate of the job classification, in which the temporary work occurs, whichever is the higher.
- D. The Company agrees that it will not use temporary re-assignment to circumvent the minimum call procedure. It is understood the work "short" as used above, shall be deemed to mean one (1) hour or less.
- E. No disciplinary action will be taken against any employee who is assigned work of a

temporary nature in another classification by reason of his/her failing because of lack of job knowledge to satisfactorily do the work required of him/her in that classification.

ARTICLE 11

UNION REPRESENTATION

11.1 A. The Company hereby recognizes the Union Committee and Stewards as representing the Union and employees in processing grievances dealing with problems arising out of the Agreement and other related matters with management. The Company also acknowledges the right of the Union to appoint or elect three (3) Stewards. If the number of employees exceeds one hundred and fifty (150) in number, then the Union may add one (1) steward and one (1) additional steward for each additional fifty (50) employees added to the workplace.

The Union shall notify the Company in writing of the names, departments and area of jurisdiction of the stewards authorized to represent the employees. The Union shall promptly notify the Company in writing of any changes in these names.

B. The Union Bargaining Committee will be comprised of three (3) members of whom one (1) shall be Chairperson. The Company will recognize and bargain with the said committee on any matter properly arising from time to time during the continuance of the Agreement.

C. On off shifts, the Union will elect or otherwise appoint one (1) steward for every area where off shift work is in operation.

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

11.3 The Company agrees that the National Representatives of the Union may enter the Company's premises during normal office hours for the purpose of adjusting disputes and/or observing working conditions. Such visits shall be prearranged through Human Resources or the General Manager.

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

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

11.5 The Bargaining Committee members will be assigned one (1) day shifts each month to deal with Step 3 grievances and urgent matters requiring their attention during working hours. Each month the date for this meeting will be agreed upon between the Union Chairperson and the General Manager. All time spent shall be paid by the Company.

11.6 When the Union Chairperson ceases to hold office, he/she shall be returned, consistent with his/her seniority, to the classification and to the department in which he/she was employed at the time of his/her selection as Union Chairperson or to a job classification embracing comparable job duties to that which he/she held prior to his/her selection.

11.7 The full-time Union Chairperson will be assigned to the day shift, Monday to Friday. If the Chairperson is absence for any reason, the Union will appoint a replacement full-time Chairperson. The full-time Chairperson or his/her designate shall receive the rate of pay for his/her own classification and will be limited to forty (40) hours per week at straight time. The Chairperson will be provided with an office, office furniture and telephone (local calls only).

ARTICLE 12

ADMINISTRATION OF DISCIPLINE

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

12.2 An employee shall only be disciplined in the presence of his/her Union Representative. The employee shall be notified in writing of the grounds for discharge, suspension or disciplinary action within the day the action is taken. If the discharge, suspension or disciplinary action is taken on off shifts or weekends, the employee shall be notified in writing of the grounds for such action before the end of the next working day. In either case, a copy of such action shall be given to the employee's Union Representative. The Company shall take any disciplinary action against an employee within three (3) working days of the date of the incident.

At any stage of the grievance procedure, including Arbitration, the Company will be held to the grounds for discipline, suspension or discharge set out in such letters.

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

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

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

ARTICLE 13

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

13.1 GRIEVANCE PROCEDURE

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

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

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

cases of discharge) and the Steward or a Committeeperson. It must be presented to the Department Manager within four (4) employee working days of being advised of the Supervisor's decision.

The grievance shall then be fully discussed within five (5) working days, with a view to its settlement at a meeting attended by the Department Manager or his/her designate and Steward or Committeeperson and the employee.

STEP 3: In order to facilitate the resolution of the grievances, the Company agrees to hold a minimum of one (1) meeting per month to discuss the outstanding grievances at Step 3 of the grievance procedure.

The Union shall be represented at Step 3 meetings by the Bargaining Committee, Steward of the area and the aggrieved employee(s). The Company shall be represented by the General Manager or his/her designate, Human Resources and the Supervisor involved.

The General Manager or his/her designate shall give a written response to the grievance to the Union Chairperson and provide a copy to the Union Office prior to the date of their next meeting.

The Committee members will be assigned one (1) day shifts each month, to deal with Step 3 Grievances and urgent matters requiring their attention during working hours. All time spent shall be paid by the Company.

At Step 2 and Step 3 meetings, it shall be the Human Resource Department's responsibility to clear all necessary persons requested by the Union.

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

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

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

shall be confirmed in writing.

- D. If the time limits or any mutually agreed upon extensions are not observed by the grievor or the Union, the Grievance shall be considered as settled and shall not be subject to further appeal. If the time limits or any mutually agreed upon extensions are not observed by the Company, the Grievance shall be considered as advanced to the next step of the Grievance Procedure, including Arbitration.
- E. Policy Grievance: Is defined as an alleged violation of the Agreement, concerning all or a substantial number of the employees in the bargaining unit in regard to which an individual employee could not grieve. It shall be in writing and lodged by the Steward or Bargaining Committee Chairperson, at Step 3 of the Grievance Procedure within five (5) calendar days. Failing settlement in Step 3, the Union may submit the Grievance to Arbitration in accordance with Paragraph B, above.
- F. Group Grievance: Whenever possible, if two (2) or more employees have the same grievance, such grievances will be presented as one (1) Group Grievance, with the names of the affected employees shown; the Grievance will be lodged at Step 1 of the Grievance Procedure. If, in the course of processing a particular grievance, other individual or Group Grievances are filed over the same issue, upon mutual agreement, between the Company and the Union, such grievances will be consolidated with the original grievance and dealt with as a Group Grievance.
- G. Discharge or Suspension Grievance: An employee who feels that he/she has been discharged or suspended without just cause, or in the case of a probationary employee who has been discharged in bad faith as provided for in Article 8, Section 8.2, may appeal the Company's action on a standard Grievance form, within five (5) calendar days of the discharge or suspension. Such appeal shall be lodged at Step 3 of the Grievance Procedure, above.

13.2 ARBITRATION

- A. Any issue that is arbitrable under the terms of this Agreement shall be arbitrated in accordance with the rules of Section 49 of the Ontario Labour Relations Act, which are then in effect. The Arbitrator for each case shall be selected in accordance with such rules, unless the Company and the Union are able to agree upon the Arbitrator.
- B. 1. The Arbitrator shall not make any decision that is inconsistent with the provisions of this Collective Agreement, nor shall he/she add to, alter, ignore, or modify any of the terms or provisions of the Collective Agreement, except as provided for in Article 20, Section 20.4, herein.

2. Where the Company has set a wage rate for a new classification and the matter is

referred to Arbitration, the Arbitrator shall be limited in his/her decision to set a wage that is not inconsistent with the rates paid in Schedule A of this Agreement.

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

ARTICLE 14

VACATIONS

- 14.1 An employee with completed years of service, as shown below, at the beginning of the calendar year shall be entitled to vacation, with pay, in accordance with the following schedule:
- 1 year but less than 5 years - 2 weeks at 4% of previous calendar year's earnings
 - 5 years but less than 11 years - 3 weeks at 6% of previous calendar year's earnings
 - 11 years but less than 18 years - 4 weeks at 8% of previous calendar year's earnings
 - 18 years or more - 5 weeks at 10% of previous calendar year's earnings
- 14.2 Employees shall receive vacation pay in the pay period before departure for vacation, if requested with proper written notice three (3) weeks prior to leaving date.
- 14.3 Available Vacation periods will be posted at each work location no later than November, each year. Such schedules must be bid upon by employees within one month of being posted. Available vacation periods are bid and awarded by classification, in order of Company seniority. Vacations may be split, but must be scheduled in whole week segments. An employee who fails to bid for a vacation period will be assigned vacation from the unawarded schedule. Approved Vacation Schedules will be posted on the Bulletins Board at each department no later than the end of January of each year.
- 14.4 An employee must take his/her vacation leave in the year in which he/she is entitled to it.

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

14.6 Effective January 01, 1999, each full-time employee will be entitled to a paid holiday on their birthday each year.

ARTICLE 15

HOURS OF SERVICE AND OVERTIME

15.1 OVERTIME

A. When overtime work is scheduled by the Company, it shall be distributed in an equalized manner amongst the employees in the classification usually performing such work. The company retains the exclusive right to determine when an overtime opportunity will be performed. However, the Company recognizes the equity of maintaining minimum differentials in the overtime hours amongst all employees within a classification.

Availability

1. The opportunity for overtime work shall be first offered to an employee within the classification who is at work at the time of scheduling.
2. The employee(s) with the least credited overtime hours in the classification will be offered the overtime opportunity first.
3. An employee who is absent from work for any reason at the time of scheduling will not be considered available for the overtime opportunity. However, should the employee return to his/her work prior to the end of the shift in which the overtime opportunity was scheduled, he/she shall be considered available for the overtime opportunity.
4. If no employee volunteers to accept the overtime hours, the Company may require qualified employees of least seniority until the necessary compliment is reached.
5. An employee placed on an overtime roster due to hire, recall or transfer in the classification is to be charged with the average number of hours assigned the employees within the same classification.
6. The Company has the right to take into consideration the safety aspect of scheduling overtime.

Recording

1. All overtime hours worked or refused by an employee in the classification will be charged to an employee's respective overtime roster.
2. An employee who:

- a) is absent from work for any reason at the time of scheduling; and
 - b) where the absence is due to vacation or bereavement , the foregoing shall not apply.
3. If an employee fails to report for an assigned overtime opportunity, he/she shall be charged on his/her perspective overtime roster, as if he she had worked the opportunity.
 4. Such overtime opportunity must be recorded.
 5. The overtime roster will be maintained by classification within the department and will be openly displayed in the work area so that employees may check their respective standing.
 6. The average number of hours shall be determined by totaling the number of overtime hours charged to a classification in the department roster and dividing by the total number of employees on the roster that are in that classification.
 7. When charging overtime hours outlined in this equalization procedure, the following codes will be used:
 - W - worked overtime opportunity
 - R - refused to work overtime opportunity
 - U - unavailable to work overtime opportunity
 - S - scheduled to work overtime opportunity but did not report to work
 8. At the end of the calendar year, the accumulated overtime hours of the employee with the lowest overtime hours within the classification will be reduced to zero (0) and each other employee within the same classification will be reduced by a like amount.

Lost Opportunity

Where the overtime opportunity is lost to the classification, the grievor will be entitled to payment as if he/she had worked the overtime opportunity.

Remedy

Where it has been determined that there has been a violation of this section, the employee will be entitled to payment as if he had worked the overtime opportunity. In those cases when remedy is deemed appropriate, arrangements will be made by the Company either to offer the equivalent amount of overtime within a period of three (3) months from the date of complaint by the bargaining committee in the monthly meeting with the Company or grievance, or pay the employee the amount owed if he/she had worked the overtime opportunity.

- A. Except as otherwise provided, time worked on proper authority on any day by an employee in excess of eight (8) hours of his/her regular work week shall be paid for at the rate of time and one half (1 ½).
- B. Regularly assigned employees required to perform work not continuous with, before or after their regular work period shall be allowed a minimum of four (4) hours at one and one-half (1 ½) times the employee's hourly rate of pay.
- C. The Company will contact the employee(s) with the least credited overtime hours in the classification. If he/she is unavailable to receive the communication personally, the Company

will proceed as per the overtime roster.

- D. If an Employee is required to work on his/her scheduled days off, they will be paid for at time and one half on the first day off in that work week and double time on their second day off in that work week.
- E. Overtime which is continuous with a regular shift and exceeds four hours will include a half-hour paid supper break.
- F. There shall be no overtime scheduled in any classification while there are employees on lay-off able and readily available to perform the required work.

15.2 SCHEDULES

- A. The Company shall post shift schedules every three (3) months. The shifts will be posted no later than seven (7) days prior to any shift starting. A posted schedule will not be changed without consent of the employee except in such situations where the Company experiences a loss or increase in business or a loss or increase in volume. During such situations, the Company will advise the Union Chairperson in advance of the change taking place. During the schedule, replacements for vacated positions will be assigned by management in accordance with article 10.5.A. and 15.2.B. of the Collective Agreement.

Employees will be paid at the rate of one and a half (1.5) times the employee's hourly rate for each shift on schedule which is not in compliance with the seven (7) day notice period.

- B. The Company and the Union agree that normal hours of work will be forty (40) hours per week on the basis of five (5) days at eight (8) hours per day and, when ever possible, (2) consecutive days off each work week.
- C. The Company and the Union agree that there shall be no split shifts unless mutually agreed upon by the Company and the Union.
- D. Choices for hours of work and available days off as posted on the three-month schedule will be bid on in accordance with seniority and qualification.
- E. There shall be no bumping from shift to shift during the duration of a posted schedule, unless an employee suffers loss of work or hours due to a lay-off.
- F. If required to work on a regularly assigned day off employees will be paid at the rate of one and one half (1 ½) times the employee's hourly rate of pay on the actual minute basis for the number of hours constituting the employee's normal regular schedule.

15.3 MINIMUM CALL

- A. A regularly assigned employee who reports on time for duty who has not been previously

notified not to report, shall be entitled to eight (8) hours pay at his/her regular rate unless he/she decides to refuse “unnecessary hours of work” of his/her own accord, in which case he/she shall be paid at this/her regular rate for the time worked.

ARTICLE 16

HOLIDAYS

16.1 All full-time employees covered by this Agreement shall be paid their regular wages at straight time for statutory holidays, providing that the employee is not absent from work either on the work day immediately preceding or the work day immediately following the holiday. It is further provided that an employee will be paid for such holiday if he/she can supply the Company with a satisfactory reason for his/her absence on either the work day before or the work day after the holiday.

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

16.2 Where a statutory holiday occurs during an employee's vacation then the employee shall be entitled to one day's pay or one extra day's vacation at the Company's discretion.

16.3 An employee required to work on one of the above mentioned holidays shall be paid in the normal case, one and one half (1 ½) times his normal hourly rate plus his holiday pay (a total of two and one half (2 ½) times regular pay).

16.4 When both the employee and management agree, one and one half (1 ½) times his/her normal hourly rate plus a day off in lieu with pay at a time set by mutual agreement by the employee and Management (a total of two and one half (2 ½) times regular pay).

16.5 If a holiday falls on an employee's scheduled day off, he/she will be given an alternate day off with pay at a time which is mutually agreed upon by the Employee and the Company.

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

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

ARTICLE 17

UNIFORMS-SAFETY EQUIPMENT

17.1 UNIFORMS

- A. Uniforms, where required, will be furnished at no cost to the employees by the Company. Employees are required to wear Company issued uniforms and to give reasonable and proper care to uniforms issued. Employees shall comply with appropriate food handling standards.
- B. The Company will supply summer and winter uniforms at no cost to employees who perform their regular duties outside the building. Employees must be in possession of summer uniforms by May of each year, and winter uniforms during October of each year.
- C. Employees who perform their regular duties outside the building will be supplied rain wear, gloves, winter jackets and windbreakers at no cost to the employees.

17.2 SAFETY EQUIPMENT

- A. The Company will pay one hundred per cent (100%) of the cost of safety boots or shoes, that meet Canadian Safety Association standards, to a maximum of eighty dollars (\$80.00) per year. Employees must present both receipt and new safety footwear to Management in order to receive reimbursement. New employees will receive reimbursement upon satisfactory completion of the probation period. As a condition of employment, such footwear must be worn at all times.
- B. Drivers, Drivers Helpers and Outside Checkers and employees assigned to work on airside operation will be provided, at no cost to the employee, sound protection ear muffs while on duty.

17.3 UNIFORM RETURNS AND REPLACEMENTS

- A. Employees must return all issued uniforms when leaving the Company service, or when requesting replacements.
- B. Employees losing or destroying uniform issue, winter jackets or windbreakers may be charged the cost of replacement.

ARTICLE 18

BENEFITS

18.1 EMPLOYEE PENSION PLAN

Bargaining Unit employees are entitled to participate in the Sky Chefs Canada, Ltd.

pension plan subject to the eligibility requirement and provisions of the Plan.

18.2 MEALS AND BEVERAGES

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

18.3 TUITION REIMBURSEMENT PLAN

- A. The Company agrees to maintain a Tuition Reimbursement Plan to refund to regular, full-time employees fees they have paid for tuition, books (up to \$20.00 per subject), lab and registration fees for continuing education courses. In general, courses should benefit the employee in the work he/she is now performing or which he/she may perform for the Company in the future. Study must be undertaken at a college or university, high school, technical or vocational training school.
- B. Employees are eligible to participate in the Plan after completion of twelve (12) months of service with the Company.
- C. Employees must secure approval, in advance, of the subject being studied. Costs such as transportation and meals are not eligible for reimbursement under the plan. When the subjects of study are approved, the Company will reimburse the employee for up to forty percent (40%) of the covered expenses, upon submission of a paid receipt. Payment for the balance of eligible fees will be made upon the employee's submission of satisfactory completion of the studies.
- D. Tuition reimbursement will not be made for courses started prior to employment with the Company, or completed after the individual has been terminated.
- E. Application for approval of the courses and reimbursement of the charges incurred is made to the Human Resources Department.

18.4 HEALTH AND WELFARE PLANS

- A. The Company shall provide the following benefits as mutually agreed between the Company and the Union to eligible full-time employees and their dependents. The cost of the benefits shall be paid one hundred per cent (100%) by the Company.

Short-term Disability

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

Basic Life

Accidental Death and Dismemberment

SHORT-TERM DISABILITY:

A weekly indemnity benefit amounting to 66 2/3% of basic earnings to the E.I. maximum for absence due to accident or hospitalization on the first day and sickness on the third day for a maximum period of 26 weeks. The benefit level will be increased as the E.I. benefit level increases.

MAJOR MEDICAL:

Paramedical coverage for audiologist, podiatrist, chiropractor, osteopath and physiotherapist. The annual individual maximum is \$300.

Speech Therapy and clinical psychology up to an individual maximum of \$1,000 per calendar year.

Provide Out-of-Country coverage (100% emergency out of country with \$5,000 maximum; 100% coverage for Out-of-Province within Canada for referral and emergency).

The life-time maximum for extended health, vision and drugs will be \$200,000.

Up to \$7,500 of private duty nursing care by a registered nurse or registered nursing assistant which is prescribed by a doctor and provided the nurse is not a member of the employee's family or ordinary resident of the home. Subject to prior approval by the insurer.

Professional ambulance service, after OHIP pays their portion.

Blood-plasma, artificial limbs and eyes, casts, splints, trusses, braces and crutches, rental of wheelchair, iron lung, and other durable therapeutic equipment.

X-rays and laboratory examinations for diagnostic purposes.

X-ray, radium, radioactive isotope therapy.

Dental Care:

Maintain routine care at 100% with check-ups every six (6) months, endodontic and periodontal coverage at 80% and major restorative at 50%. Increase individual annual maximum from \$1,200 to \$1,500 for employees and their dependents.

Semi-Private Hospital Coverage:

Increase semi-private hospital coverage to a maximum of \$120.00 per day.

Vision Care:

Increase individual 24-month maximum to \$125.00 for the first and second year of the contract. The third year of the contract this amount will increase to \$150.00.

Drug Plan:

A drug card will be provided with 10% co-pay for all drugs covered (i.e., drugs requiring a prescription) with a \$7.50 cap on the dispensing fee.

Life Insurance:

Life insurance coverage and AD&D will increase as follows:

Effective September 01, 1998 - \$20,000.00

Effective June 21, 2000 - \$25,000.00

The Company to provide options for employees to buy additional life insurance in increments of \$10,000.00 to a maximum of \$200,000.00 at the employee's cost.

- B. Full-time employees will be eligible for health and welfare benefit coverages, subject to the terms and conditions of the insurance policies, the first of the month following the completion of the probationary period.
- C. If an employee with one (1) or more years of seniority is laid-off from work because of a reduction in force, he/she will retain health and welfare benefits for the month in which he/she is laid-off and one (1) subsequent month.
- D. If an employee is terminated or resigns or has less than one (1) year of seniority upon lay-off, his/her health and welfare benefits will cease upon termination of employment.
- E. 1. An employee on an approved leave of absence as defined in Article 22 may retain benefit coverage provide he/she pays fifty percent of the cost of the premium prior to the commencement of the leave. Such premiums must be paid in advance for the following month. Failure to make proper payment of premiums in advance will result in a cancellation of the benefit coverage.

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

F. HEALTH CARE AND GROUP INSURANCE BENEFITS

Coverage and Eligibility:

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

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

Same sex partners will be included in the definition of common-law spouse. A common-law spouse is defined as co-habitation for a minimum of one year.

Full-time employees who have completed the probationary period are covered for benefits.

Benefit coverage will continue for employees for up to 17 weeks for pregnancy leave, 18 weeks for parental leave, and 52 weeks for WCB.

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

ARTICLE 19

MISCELLANEOUS

19.1 LOCKERS

Lockers are provided for the convenience of employees. The person to whom the locker

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

19.2 BULLETINS BOARDS

The Company will provide enclosed and secure bulletin boards for the exclusive use of the Union, at agreed upon locations throughout the facility. All notices placed on such Bulletin Boards, shall relate solely to Union business and shall be signed by the Human Resources and Union Chairperson or his/her designate.

19.3 CONTRACT BOOKLET

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

19.4 TECHNOLOGICAL CHANGE

Technological change includes the introduction by the Company of new equipment or machinery that will have a significant impact on Bargaining Unit employees. The Company will notify the Union of its intention and of the anticipated effect it will have on Bargaining Unit employees. Such notification will be given 90 days in advance. The Union and Company agree to bargaining collectively on terms and conditions and security of employment respecting the technological change, notwithstanding that Collective Agreement has been entered into for a given term. Bargaining shall commence within thirty (30) days.

19.5 MINUTE OF SILENCE

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

19.6 CONTRACTING IN AND CONTRACTING OUT

The Company shall not contract in and/or contract out any work which is normally performed by the members of the bargaining unit.

ARTICLE 20

WAGE RULES

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

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

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

20.3 SHIFT PREMIUM

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

20.4 NEW JOBS

When a new job classification is created, which is not covered by any existing classification in the Collective Agreement, the Company will meet with the Union to establish a rate of pay. If no agreement is reached within ten (10) days of commencing negotiations on the rate to be paid, the matter may be submitted to Arbitration, pursuant to the provisions of Article 13.2.A., provided such notice of intent of arbitrate is sent by the Union to the Human Resources Department in accordance with the provisions of Article 13.1.B.

20.5 PAY EQUITY

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

20.6 PAY DAY

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

20.7 WAGE RATES

The Company agrees to the following wage increase:

January 01, 2002 - sixty (60) cents per hour to base rate across the board

20.8 New Hires start at 80% of the Schedule "A" rate and move up 5% for each year of employment.

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

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

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

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

ARTICLE 21

SECURITY CLEARANCE, DRIVING LICENSE

- 21.1 An employee working in a classification that requires security clearance (as defined by airport security authorities regulated by Transport Canada or Customs), or a valid driver's license is required to maintain such qualifications on a current basis.
- 21.2 If the employee should lose such qualifications, and a vacancy exists in a lower rated classification, the employee may bid for such vacancy in accordance with the provisions of Article 10 of the Agreement. If no vacancy exists, or if the employee's bid is unsuccessful, he/she shall be placed on unpaid leave of absence when agreed between the Union and the Company.
- 21.3 The employee may bid vacancies arising during the twenty four (24) month leave of absence period.
- 21.4 If the employee's qualifications are restored within the twenty four (24) month period following the leave of absence he/she will be allowed to fill a vacancy in his/her former classification.
- 21.5 If the employee should lose such qualifications due to medical reasons (not including drug or alcohol addiction), he/she will be allowed to displace a less senior employee in the Production Helper, Dishwasher, Storekeeper or Cleaner classification in accordance with Article 9.1. A doctor's note must be provided deeming the employee fit to assume the functions of the new position. Should qualifications not be restored within 36 months, the employee will be transferred on the seniority list to the new classification.
- 21.6 The committee Chairperson will be advised whenever an employee loses his/her credentials.

ARTICLE 22

LEAVES OF ABSENCE

22.1 PERSONAL LEAVE

- A. When the requirements of the service will permit, a regular full-time employee who has

completed the probationary period may be granted an unpaid personal leave of up to six (6) months. Requests must be submitted to the Department Manager, on the appropriate form, as far in advance of the leave as possible. If the request for Personal Leave is denied, the employee will be provided with a written explanation.

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

22.2 BEREAVEMENT LEAVE

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

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

22.3 JURY DUTY

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

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

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

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

22.4 PREGNANCY AND PARENTAL LEAVE

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

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

22.5 LEAVE FOR UNION BUSINESS

- A. The Union Leave of Absence will be granted for a period of up to five (5) working days to permit Union Officials to attend education seminars or conferences called by the Local Union or National Union. Such leaves shall not be granted to more than three (3) employees at one time.

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

22.6 RETURN FROM LEAVE

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

22.7 SENIORITY ACCRUAL/BENEFITS

- A. During leaves of absence, an employee shall continue to accrue seniority.
- B. The employee on leave of absence may elect to be continued in the health and welfare plan provided application is made and one half of the premium is paid by the employee in advance of the commencement of the leave.

22.8 MEDICAL CERTIFICATION

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

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

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

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

accordingly.

22.9 COURT APPEARANCES

- A. An employee who is required by the Company to attend court or other public investigation shall receive his/her hourly rate, including shift differential, if applicable, for lost time and shall be reimbursed reasonable expenses when away from home.
- B. Absences occasioned by court appearances required of the employee for any other reason are not compensable under this program.

ARTICLE 23

HEALTH AND SAFETY

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

23.2 The Company will make every effort to comply in a timely manner with all legislation pertaining to occupational health and safety. The Union agrees to actively promote measures to assure the health and safety of all employees.

23.3 JOINT HEALTH AND SAFETY COMMITTEE

- A. The Union and the Company agree to establish a Joint Health and Safety Committee, consisting of three (3) members each from the Company and the Union who shall meet once a month.
- B. The Company will compensate the Union members of the Committee, who are employees of the Company, at the appropriate rate, for all hours reasonably required to carry out their duties.
- C. A minimum of two (2) bargaining unit employees on the Joint Health and Safety Committee shall be certified as required and all costs will be borne by the Company.
- D. The Union agrees to provide professional assistance wherever possible to support the Company.

23.4 ROLE OF THE JOINT HEALTH AND SAFETY COMMITTEE

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

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

23.5 REPORTING UNSAFE WORKING CONDITIONS

Employees shall report unsafe working conditions to the Health and Safety Committee prior to initiating a complaint with a Government Agency.

23.6 FIRST AID

- A. First Aid facilities will be provided by the Company and conform to legislation.
- B. There shall be qualified first aid attendants holding Standard First Aid Certificates present on all shifts.
- C. The Company will pay for fees, textbooks and training costs and pay for lost time of first aid attendants attending training.

23.7 INJURY ON THE JOB

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

23.8 REPORTING ACCIDENTS

- A. An employee involved in or witnessing an accident involving Company personnel or equipment shall report such event to the appropriate Supervisor and cooperate in the investigation related to the accident.
- B. An employee injured while at work shall report the injury to the appropriate supervisor as soon as possible.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM

24.1 The Company will continue to provide a comprehensive, confidential Employee Assistance Program to employees experiencing personal problems, including substance abuse.

Assistance will include information and referral services to appropriate assessment, counseling or treatment facilities.

24.2 SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can pose a serious risk to an employee's health and well-being. The Company and the Union have a mutual interest in encouraging early treatment and assisting employees towards rehabilitation.

24.3 EMPLOYEE ASSISTANCE PROGRAM COMMITTEE

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

ARTICLE 25

ACCOMMODATION/WORK MODIFICATION

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

ARTICLE 26

WORKPLACE CLOSURE

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

ARTICLE 27

EFFECTIVE DATES AND DURATION

This Agreement shall become effective on June 21, 2001 and shall remain in full force and effect through midnight the 20th day June, 2002, and each year thereafter unless written notice of intent to terminate or desired modification is sent by Certified Mail at least thirty (30) days but not

more than ninety (90) days prior to expiration date by either of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day
of _____, 1998.

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

FOR SKY CHEFS
CANADA, LTD.

APPENDIX B

PART-TIME AND SEASONAL EMPLOYEES

- A. The Company recognizes the Union as the sole bargaining agent for all part-time and seasonal employees, with respect to wages, hours of work and other terms of working conditions or employment, save and except Managers, Supervisors, Department Heads, Accounting and Clerical Staff.
- B. An employee is considered to be Part-time when he/she is not regularly scheduled to work more than twenty-four (24) hours in a work week. An employee is considered to be Seasonal when his/her period (s) of employment are defined as occurring between May 1 and September 30 each year, and during the Christmas period from December 13 and January 5 and Spring Break period from February 15 and March 31.
- C. New hire Part-time employees and Seasonal employees will serve a probation period of ninety (90) calendar days of employment. Absences of ten (10) or more days during the probationary period will not be credited towards fulfilling the probationary period.
- D. Part-time employees will be permitted to bid such part-time shifts (and days off) as may be available at the work location based upon seniority and classification. Seasonal employees will be assigned their work schedules.
- E. There will be a separate Seniority List for Part-time employees showing classification, date of hire in the bargaining unit, current status and employee number. Seniority will accrue during a leave of absence; however, no seniority will be accorded Seasonal employees.
- F. Part-time employees will receive pro-rated wage progression increases in accordance with the Wage Schedule, based upon the time worked. Seasonal employees will be paid the rate specified in the Wage Schedule.
- G. Part-time employees who have successfully completed the probation period and who are laid-off as a result of a reduction in force shall retain recall rights for a period of eighteen (18) months from the date of lay-off. Seasonal employees retain no right to recall following lay-off.
- H. There shall be one (1) rest period of fifteen (15) minutes for each four (4) hours worked in a workday.
- I. The Company will provide uniform and safety equipment to seasonal and part-time employees in accordance with Article 17.
- J. Part-time employees who have completed the probation period shall be allowed to bid full-

time vacancies in accordance with Article 10 of this Agreement. Upon assuming the full-time position, his/her seniority shall be his/her date of hire with the Company.

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

L. BENEFITS:

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

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

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

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

APPENDIX C

RESTRICTIONS ON USE OF PART-TIME AND SEASONAL EMPLOYEES

A. The Company agrees that part-time and seasonal employees are to be used only for the part-time operational requirements. Part-time employees work 24 hours or less.

B. The employer agrees that during the term of this Agreement no full-time employee shall be laid off for reason of his/her duties being carried out by seasonal or part-time employees.

SCHEDULE "A" WAGE RATES

CLASSIFICATION HIRE 2002	JUNE 23 2001	NEW HIRE RATE	JAN. 01 2001	NEW HIRE RATE 2002
FOOD PREPARATION				
BAKER	16.55	13.24	17.15	13.72
1 ST COOK	16.39	13.11	16.99	13.60
2 ND COOK	15.37	12.30	15.97	12.78
PROD. HELPER	12.86	10.29	13.46	10.77
TRANSPORTATION				
DRIVER	16.39	13.11	16.99	13.60
DRIVER'S HELPER	13.57	10.86	14.17	11.33
GALLEY ASSEMBLY				
BONDROOM ATTEND.	16.39	13.11	16.99	13.60
GALLEY CHECKER	14.29	11.43	14.89	11.91
GALLEY HELPER	12.86	10.29	13.46	10.77
WAREWASH				
DISHWASHER	13.23	10.58	13.83	11.06
STORES				
STOREKEEPER	13.57	10.86	14.17	11.34
MAINTENANCE				
MAINTEN. PERSON	18.43	14.74	19.03	15.22
MAINTEN. HELPER	12.86	10.29	13.46	10.77
VEHICLE MECHANIC	19.74	15.79	19.34	15.47
SANITATION				
CLEANER	13.23	10.58	13.83	11.06

Food Production Helper Leadhand and Tray Assembly Helper Leadhand will receive \$1.15 over the basic rate of the classification. All other Leadhands shall receive \$0.65 per hour over the basic rate of the classification.

LETTER OF AGREEMENT #1

between CAW-Canada and sky Chefs Canada, Ltd.

1. FINAL CONTRACT

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

2. COPIES OF AGREEMENT

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

3. DATA TO THE UNION

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

4. BENEFITS SUMMARY

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

5. TOOL ALLOWANCE

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

6. TEN (10) HOUR SHIFTS

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

7. SAME SEX BENEFITS

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

LETTER OF AGREEMENT #2
between CAW - Canada and Sky Chefs

PENSION PLAN

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

SOCIAL JUSTICE FUND

Effective on ratification, the Company will pay one (1) cent per hour worked to the CAW-Canada National Office for the CAW-Canada Social Justice Fund. The Company will make the payments on a monthly basis.

PAID EDUCATION LEAVE

The Company agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from the date of ratification, and sent by the Company to the following address:

CAW Paid Education Leave Program
205 Placer Court
North York, Ontario
M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence with pay for twenty (20) days class time, plus travel time where necessary. The said leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and all benefits during such leave. The Union will reimburse Sky Chefs Canada, Ltd. for wages for the leave of absence or any travel time. The number of union members attending will be restricted to three (3) at one time and two (2) per classification of twenty (20) or less and three (3) per classification of more than twenty (20) at one time.

LETTER OF AGREEMENT #3
between CAW-Canada and Sky Chefs Canada, Ltd.

The parties agree to the following:

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

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

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

LETTER OF AGREEMENT #4

between CAW-Canada and Sky Chefs Canada, Ltd.

The Company shall provide free parking to all employees who use their own automobile for transportation to work while working at the location located at 2955 Convair Drive provided there are available parking spots.

LETTER OF AGREEMENT #5

between CAW-Canada and Sky Chefs Canada, Ltd.

DRIVER CLASSIFICATION

1. Senior Driver shall be assigned full shift scheduled in the Driver Classification.
2. Should a shift exist in the Driver classification, that is less than eight (8) hours per day, the least senior driver will be assigned work in the Production Helper or Storekeeper Classification only.
3. No Production Helper or Storekeeper employee will be laid off or transferred to accommodate a Driver in their classification.
4. Drivers working within Production Helper or Storekeeper Classification will continue to be paid the Driver rate of pay.
5. If a full-time Driver shift is vacated for thirty (30) days or more, the most senior driver in the classification with a blended schedule will be offered the vacated full-time shift. The Company shall recall the most Senior Driver on lay-off to fill the blended shift.
6. No Driver will be assigned to Production Helper or Storekeeper Classification when full shift hours are available in his/her classification.
7. This letter of Agreement will expire on June 21st, 2002 and will not be incorporated in the Collective Agreement.

LETTER OF AGREEMENT #7

The Company and the Union agree to share the cost of Union Committee wages for hours spent during both the current negotiations and future negotiations.

MEMORANDUM OF SETTLEMENT

BETWEEN

**NATIONAL AUTOMOBILE, AEROSPACE AND GENERAL WORKS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 1990**

AND

SKY CHEFS CANADA, LTD.

The parties hereto agree, subject to ratification by the Union membership, the following terms and conditions in settlement of all outstanding matters:

1. All language issues as attached and marked "A".
2. All monetary issues as attached and marked "B."
3. The term of the Collective Agreement is from June 21, 2001 to June 20, 2002.
4. All other terms of the Collective Agreement to be effective on ratification.
5. The Union Committee agrees to unanimously recommend to the bargaining unit complete acceptance of the settlement. Made this 1st day of August, 2001.

LETTER OF AGREEMENT #8

between CAW-Canada and Sky Chefs Canada, Ltd.

The Company and the Canadian Auto Workers Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle.

Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Human Rights Training is a fundamental step in the parties' joint activities related to affirmative action and will help to complement future proactive initiatives of the Company and the Union in the their mutual objective of achieving a fair and representative workforce.

Accordingly, training of up to three (3) hours duration, will be provided to all employees. This training shall include elements such as:

- human rights awareness
- Company and Union policies regarding equality in employment
- the complaint procedure

LETTER OF AGREEMENT #9

between CAW-Canada and Sky Chefs Canada, Ltd.

VIOLENCE AGAINST WOMEN

During the current negotiations the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement intent is subject to a standard of good faith on the part of the Company, the Union and affected employees, and will not be utilized by the union or employees to subvert the application of otherwise appropriate disciplinary measures.

LETTER OF AGREEMENT #10

between CAW-Canada and Sky Chefs Canada, Ltd.

WORKPLACE HARASSMENT

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives, with respect to any employee because of his/her race, colour, marital status, creed, nationality or sex, on account of religious or political affiliations, or because of his/her membership or activities or lack of membership or activities, in the Union.

The Company and the Union agree that there will be no discrimination, interference, restraint or harassment or coercion exercised or practiced by either of them, or by any of their representatives with respect to any employee because of age, sexual orientation, or disability, save and except those limitations as set out in the Legislation of the Province of Ontario.

The Company and the CAW are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The Workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures, or taunting about a person’s body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry,
- Practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment,
- Posting or circulation of offensive photos or visual materials,
- Refusal to work or converse with an employee because of their racial background or gender,
- Unwanted physical conduct such as touching, patting, pinching, etc.,
- Condescension or paternalism which undermines self respect,
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

HARASSMENT IS NOT:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

FILING A COMPLAINT:

If an employee believes that they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it. First, request a stop of the unwanted behaviour. Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome. It is advisable to document the events, complete with times, dates, location, witnesses and details.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser or they may fear reprisals from the harasser, lack of support from their work group, or disbelief by their Supervisor or others. The incident should be brought to the attention of your Supervisor and/or Committeeperson.

INVESTIGATION:

Upon receipt of the complaint, the Supervisor/Committeeperson contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be reduced to writing on the Human Rights Complaint form or processed through another procedure. Properly completed copies of this form will be forwarded to Human Resources and the Union Chairperson.

The Union Chairperson and Human Resources will then determine if the complaint requires a special investigative team comprised of both a Management and Union representative appointed by the Company and Union respectively. In the event of a complaint involving sexual harassment, the investigative team, if possible, will be comprised of at least one woman.

A formal investigation of the complaint will then begin. It may include interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

RESOLUTION:

The joint investigators will then complete the report on the findings of the investigation and a

copy of the completed Incident Report will be forwarded to Human Resources and the Union Chairperson who will make a determination of an appropriate resolution. The Human Resource Department and the Union Chairperson will attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the Grievance Procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the Grievance Procedure it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the Grievance Procedure and the Human Rights Complaint Procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

RIGHT TO REFUSE:

A Bargaining Unit Employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed in principle that in serious cases, or when the safety of the employee is being threatened, it may be necessary for that employee to leave the job.

Furthermore, the parties agree that details with respect to the procedure regarding the ability of employees to leave their jobs as outlined above, be developed by the CAW and the Company, and will be implemented as a part of this procedure.

The procedure in no way precludes the complainant's right to seek action under the Ontario Human Rights Code. However, both the CAW and the Company urge employees to use the internal mechanisms as outlined above before seeking alternative recourse.