

COLLECTIVE AGREEMENT

Between

CARA OPERATIONS LIMITED

At

**AIR CANADA
Vancouver Operations Centre
Richmond, British Columbia**

(Hereinafter referred to as “the Employer”)

PARTY OF THE FIRST PART

and

**UNITE HERE, LOCAL 40
#100-4853 East Hastings Street
Burnaby, British Columbia
V5C 2L1**

(Hereinafter referred to as “the Union”)

PARTY OF THE SECOND PART

EFFECTIVE May 3, 2007 – May 2, 2010

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ARTICLE – DURATION OF AGREEMENT

- 1.01 (a) This Agreement shall be in effective from **May 3, 2007 until May 2, 2010** inclusive, and from year to year thereafter, subject to the right of either party to the Agreement within four months immediately preceding the date of the expiry of this Agreement, or immediately preceding the 1st day of October in any year thereafter, by written notice, to require the other party to the Agreement to commence Collective Bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term of condition of employment) until:
- (i) the Union goes on strike or
 - (ii) the Employer shall lock out its employees, or
 - (iii) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.
- (b) During the continuation period provide in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (c) Notice to commence collective bargaining must be in written form and must either be delivered by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.
- 1.02 It is mutually agreed that the operation of Sub-section 2 of Section 50 of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.
- 1.03 (a) The purpose of the Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.
- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 12 of this Agreement to prevent strikes, lockouts, waste, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business and to enhance living standards and working conditions of the employees.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Labour Relations Board of British Columbia, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the parties. The employer agrees not to bargain with any other labour organization for such employees specified in this agreement during the term of this Agreement.
- (b) For the purpose of this Agreement, the terms “employee” or “employees” shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- 2.02 The Union agrees that during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.
- 2.03 An Employee covered by this agreement will not be required to cross picket lines which are declared to be legal by the Labour Relations Board.
- 2.04 It is recognized that the Business Agent of the Union or his/her authorized representative shall have the right, at reasonable times, to interview employees in respect to Union affairs or in respect to the investigation or procession of any grievance. However, the Union recognizes that the action of the Business Agent or his/her authorized representative shall not cause any disturbance or interruption of the services rendered by employees. When visiting the premises of the Employer for Union affairs, the Business Agent or his/her authorized representative shall first report his/her presence to the Manager of the Employer’s operations, or in the absence of the Manager to the person in charge, on the occasion of each visit.
- 2.05 (a) All employees have the right to work in an environment free harassment, including sexual harassment and discrimination.
- (b) “Harassment” means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behavior which has the purpose or effect of interfering with an employee’s work performance or creating a hostile or offensive work environment.
- (c) “Sexual Harassment” includes any of the conduct described above which is of a sexual nature or which is directed at an employee on the basis of that employee’s gender.
- (d) “Discrimination” means, any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of and employee’s membership in the union or participation in its activities.
- (e) An employee who alleges that he/she has been harassed, sexually harassed or discriminated against may file a grievance pursuant to Article 12 of this agreement.

- (f) If an employee files a grievance pursuant to Article 2.05(e), the employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the union in writing within 10 days of the grievance being filed that such an investigation has been undertaken.
- (g) Any information arising from an investigation undertaken pursuant to Article 2.05 shall remain confidential but shall be provided to the Union upon written request.
- (h) The employer shall post conspicuously in the workplace a policy regarding harassment and discrimination.

ARTICLE 3 – UNION SECURITY

- 3.01 All present employees must maintain membership in the Union as a condition of continued employment.
- 3.02 All new employees must become members of the union before completing fourteen (14) days of employment and they must maintain Union membership in good standing as a condition of continued employment.
- 3.03 All employees, when hired, shall be required to sign a form which authorizes the deduction of union dues on a monthly basis and the deduction of initiation fees, wherever applicable for new employees.
- 3.04 It is understood that the Union shall be responsible to supply the Employer with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.
- 3.05 The Employer agrees to deduct the initiation fee, Union dues, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, on or before the tenth day of the month following the month in which the monies are deducted.

All violations of the above Clause 3.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.
- 3.06 For new employees, the deduction of Union dues and initiation fees will commence with the first pay period in the calendar month after the date of employment.
- 3.07 Work customarily performed by the employees in the bargaining unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, on-the-job training, instruction of employees or in cases of emergency. However, the Union understands and accepts the fact the management have been doing work normally done by employees under the scope and jurisdiction of this Agreement. The Union agrees that this practice will continue as at present.
- 3.08 In the event the Union cannot supply acceptable help or in the event the Employer desires to hire a particular individual direct, the Employer may hire such person direct, provided however, that such person so hired will immediately make application to the Union for membership before commencing employment.

- 3.09 Members of the International Union but not members of Local 40, before being permitted work in the establishments within the scope of this Agreement, shall not be permitted to work until they have deposited the International Traveling Card at the Office of the Local Union, unless such approval is granted by the Local Union.
- 3.10 (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment or varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.
- 3.11 The Employer will, within ten (10) days of the request of the Union, furnish to the Union, a list of its present employees who are within the scope of this Agreement.
- 3.12 (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Union Stewards, up to a maximum of two (2), who are employed in and represent employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein shall be considered to be time worked.
- (f) Under no circumstances shall a Union Steward take any action or issue any instruction, which will interfere with the operations of affairs of the Employer, or with the management of or direction of the work force.
- (g) The Employer and the Union agree that no person shall intimidate, coerce, impose any pecuniary penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect to the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.
- (h) The Employer agrees that the Union Steward letters and official communications from the Union to its members shall be posted on the staff bulletin board in the unit.

ARTICLE 4 – HOURS OF WORK

- 4.01 (a) No employee shall be scheduled for a greater number of hours or days than;
- (i) Eight (8) hours in any one (1) day;
 - (ii) Five (5) days in any one work week;
 - (iii) Forty (40) hours in any five (5) day period except in the case of emergency.
- (b) (i) Hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at one and a half times (1.5X) the employee's regular rate of pay.
- (ii) Hours worked in excess of eleven (11) hours in any one day or forty-eight (48) hours in any one-week shall be paid at double (2X) the employee's regular rate of pay.
- (c) An employee will not be scheduled to work more than five (5) days in a work week. Time and a half will be paid for all work performed on an employee's sixth consecutive day of work and double time for work performed on an employee's seventh consecutive day of work.
- The provision for time and a half and double time on the sixth and seventh consecutive days of work will not apply if the employee requests the schedule in that format or agrees voluntarily to a shift change which causes a sixth or seventh day to be worked.
- Such request or agreement from an employee shall be in writing and a copy given to the shop steward.
- (d) The work week will be from midnight Friday to midnight of the following Friday.
- (e) Should a normal five (5) day operation be extended to a sixth or seventh day on an occasional basis, the normal scheduling of employees shall prevail. This does not prevent Management from otherwise scheduling employees to avoid premium and overtime payments.
- 4.02 (a) The Employer reserves the right to schedule overtime work and will give reasonable consideration to personal reasons from individual employees for inability to work overtime, provided the appropriate rate is paid in accordance with 4.01(b).
- (b) Subject to the operating needs of the business, Management will offer such overtime to senior employees on shift in the classification where overtime is required, providing the senior employees indicate in advance their availability for such overtime.
- 4.03 There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing the forty (40) hours per week.
- 4.04 (a) The Employer shall post the work schedule on Thursday of each week, and once posted it will not be changed without giving the employee at least four (4) hours personal notice prior to commencement of their next shift. However, such notice will not be required if a change is necessary due to an emergency.

Employees scheduled to commence work prior to 10:00 a.m. will receive notification of a change of shift no later than 11:00 p.m. on the previous day.

- (b) It is understood and agreed that any employee who must absent him or herself for a valid reason from a scheduled shift will provide the Employer with notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absence, or otherwise subject to shift changes.
- (c) An employee who reports for work at their regular starting time without receiving the required notice of change shall be paid at their regular rate of pay for no less than the hours of work originally scheduled.
- (d) Employees will not be required to commence working a new shift until at least ten (10) hours have elapsed since ending their previous shift.

All hours required to be worked within the ten (10) hour period above will be paid at one and one-half times (1.5x) the regular hourly rate of pay with a minimum payment to the employee of three (3) hours pay at the regular hourly rate.

- (e) Management will assign shifts and hours in order of seniority within the classification where the work is required to be done.

Definition of shift(s) is all work performed by an employee on behalf of the Employer.

- (f) Employees may use their seniority within their classification in bidding for and receiving shifts as offered by the employer in bloc form.

When an employee bids for and receives such shifts they shall remain in effect for a period of three (3) months. Each three (3) months after the original date of assignment the bidding process will be reopened with the conclusion being for a further three (3) month period.

- (g) While the Employer is entitled to schedule shifts of various lengths as provided for in this agreement, the Employer must first schedule the maximum number of eight (8) hour shifts before instituting shifts of 7, 6, 5, or 4 hours. Should a planned reduction in scheduled shifts and/or hours be required within a classification, the least senior employees will be the first to have their scheduled shifts and/or hours reduced. The parties agree that there may be cases where added increments of one half (1/2) hour are of mutual benefit to the Employer and the employee, and such shifts may be implemented by mutual agreement.

4.05 There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the employer shall keep said schedule up to date.

4.06 Wherever possible, employees shall receive two (2) consecutive days off in each seven (7) consecutive days.

4.07 The following breaks apply:

Scheduled Shift	Paid	Coffee Break	½ Hr Unpaid Meal Break	Coffee Break
4 Hours	4	X		
5 Hours	5	X		
6 Hours	5 ½	X	X	
7 Hours	6 ½	X	X	X
8 Hours	7 ½	X	X	X

4.08 Employees are allowed a reasonable amount of food and drink for personal consumption during their shift, to be paid for by the employee through an automatic payroll deduction of one dollar and ten cents (\$1.10), including GST, for each shift worked.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, transfer, classify, promote, layoff, demote, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided.
- (c) Make, enforce and revise from time to time rules and regulations relating to discipline and the general conduct of employees.
- (d) Generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number or location of offices and facilities, services to be performed and the methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
- (e) The Employer agrees that in the exercise of these rights it will observe the provisions of this Agreement.

ARTICLE 6 – ANNUAL VACATION

6.01 The vacation year is June 1st to May 31st of the following year.

- (a) Vacation pay shall be paid out on each bi-weekly payroll as a percentage of gross earnings excluding taxable benefits, according to the following schedule:
 - (i) Less than five (5) years of service as of May 31st: 4%
 - (ii) Five (5) to nine (9) years of service as of May 31st: 6%
 - (iii) Ten (10) years of service as of May 31st: 8%

- (b) Upon request in writing by an employee, the Employer agrees to make arrangements to have the employee's vacation pay deposited directly into a separate bank account at no cost to the employee
- (c) Vacation may be taken, without further pay, during the year June 1st to May 31st, according to the following schedule:
 - (i) Less than five (5) years of service as of May 31st: Two weeks
 - (ii) Five (5) to nine (9) years of service as of May 31st: Three weeks
 - (iii) Ten (10) years of service as of May 31st: Four weeks

An employee who has completed less than twelve (12) full months of service as of May 31st may take one (1) day vacation for each calendar month worked from the commencement of service to a maximum of ten (10) working days.

- 6.02 Annual vacation dates shall be granted, if possible, on the basis of seniority by classification, provided that the scheduling of vacations does not in any way restrict the employer in their normal operations. For vacation scheduling purposes, the total length of continuous employment at the operation will be taken into consideration. Only those applications for vacation which are received on or before April 15th for the coming vacation year will be given preference according to seniority.
- 6.03 Should any statutory holiday occur during an employee's vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs.
- 6.04 Annual vacation entitlement will be determined by the employee's total years of service with the Employer and the employee shall be granted holidays according to established seniority.
- 6.05
 - (a) Vacation schedules will be placed on the bulletin board no later than February 1st. After April 15th those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted May 1st.
 - (d) Vacation request received prior to April 15th which cannot be granted in whole or in part, will be discussed with the employee(s) affected and will be resolved by Management by May 1st.
 - (e) Selection of vacation time shall be by seniority in the Classification, subject to (a) and (b) above.
 - (f) Employees may split their vacation time into separate weeks.
 - (g) Vacations may be taken during any month of the calendar year subject to the above.

ARTICLE 7 – STATUTORY HOLIDAYS

7.01 The following days as they pertain to this Agreement shall be paid as Statutory Holidays:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	B.C. Day

Effective in the second year of the agreement, Boxing Day shall also be added as a recognized Statutory Holiday, beginning with December 26, 1998.

- 7.02 An employee who is required to work on a statutory holiday shall be paid two and one half (2.5 x) his regular hourly rate for all hours worked by him on the day.
- 7.03 (a) In the event that an employee is not required to work on a statutory holiday, the employee shall be paid his or her regular day's wages.
- (b) A regular day's wages shall be based on the average hours per shift (excluding overtime) worked by the employee during the preceding four (4) weeks worked.
- 7.04 Any employee will forfeit statutory holiday pay by refusing to work on the last scheduled shift prior to the holiday and the first scheduled shift after the holiday, provided, however, that these scheduled shifts are no more than thirty (30) days before and after the statutory holiday.
- 7.05 If an employee is absent due to illness on a statutory holiday when he was scheduled to work, and such illness is substantiated by a medical certificate acceptable to the Employer, then the employee shall not lose statutory holiday pay for that day.
- 7.06 If an employee is scheduled to work on a paid holiday but fails to report for work on the day of the holiday he/she shall not receive any holiday pay.
- 7.07 Subject to the operating needs of the business, employees shall be entitled to either Christmas day or New Year's Day off, according to seniority.
- 7.08 Should any statutory holiday occur during an employee's vacation period, the employee shall be paid statutory holiday pay for that day in the pay period in which it occurs.

ARTICLE 8 – SENIORITY

- 8.01 Each new regular and casual employee will be considered on probation and will not be placed on a seniority list until he/she has completed ninety (90) calendar days.
- 8.02 Seniority will be calculated from the date on which an employee commences work with the Employer.
- 8.03 (a) An employee shall lose his/her seniority if he/she:
- (i) voluntarily quits;
 - (ii) is discharged and not reinstated through the Grievance Procedures;
 - (iii) is absent from work for one (1) day without a valid reason;
 - (iv) is laid off for more than four (4) months with less than five (5) years seniority or six (6) months with (5) or more year's seniority

- (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with Article 8.05 (e);
 - (vi) overstays an authorized leave of absence without a valid reason;
 - (vii) uses a leave of absence
 - (viii) seniority shall be maintained but not accrued during the term of an approved leave of absence granted under Article 8.12.
- (b) Should a casual employee become a regular employee, such employee shall have all seniority credited to them as a regular employee.
- (c) An employee normally scheduled for less than twenty (20) hours each week, shall be deemed to have been discharged for just cause if he/she is unavailable for or declines more than four (4) call-ins during there (3) consecutive months without a justifiable reason. Justifiable reason shall include an explanation that a "call-in" conflicts with the employee's other previously accepted job or school or is a result of illness or injury, provided that an employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer.
- 8.04 (a) The Employer agrees to post a seniority list on or before the 1st day of April in each year and to update such list October 1st each year. The seniority lists shall contain the following information:
- (i) the employee's name,
 - (ii) the employee's seniority date,
 - (iii) the employee's job classification,
 - (iv) the employee's service date with the Employer.
- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list shall be given to the Union and the Union Steward.
- (d) New employees will be added to the seniority list upon completion of the probationary period, back to date of employment.
- 8.05 (a) When a shortage of work occurs which necessitates a reduction in hours and/or lay-off, the employee with the least classification seniority shall be the first to be reduced in hours and/or laid off. It is understood that:
- (i) an employee who is laid off may be demoted to a lower classification;
 - (ii) an employee who is laid off may exercise his/her seniority and displace an employee in a classification, only provided he/she has worked in and is deemed qualified in that classification;
 - (iii) an employee who is transferred to another job under the provisions of (i) or (ii) shall be paid the rate applicable to the job to which he/she is transferred;
- (b) Employees who restrict their availability for hours of work or work schedules will not be Protected by their seniority for recall.

- (c) In the event of a lay-off within the affected classification shall be as follows:
Temporary employees, probationary employees, regular employees.
 - (d) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall, Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
 - (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within sixty (60) hours, excluding Saturday, Sunday and holidays from the time of such notification, shall be considered to have resigned without notice.
- 8.06 For the purposes of lay-off or recall, seniority will apply so long as the Employer, in applying seniority, is always able to maintain a working force of employees who have the ability to do the work required.
- 8.07 When recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they were laid off, subject to the ability or the employees to do the work required.
- 8.08 (a) In the event of a lay-off of staff within a unit, which is expected to be permanent, the affected employee(s) who have completed a period of employment of at least three (3) consecutive months, will be notified not less than seven (7) calendar days in advance of any resultant lay-off, or receive pay in lieu thereof, or a combination of same. Upon completion of one (1) year of service, an employee will receive two (2) week's notice or pay in lieu thereof. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional week's notice or pay in lieu thereof and for each subsequent completed year of service an additional week's notice, or pay in lieu thereof, to a maximum of eight (8) weeks notice, or pay in lieu thereof, or a combination of same.
- 8.09 (b) It is understood that the requirement of giving prior notice to the employees shall not apply in the event there is a lay-off which results from an Act of God or a breakdown of operations or a strike or labour dispute, or for any reason beyond the control of the Employer.

ARTICLE 9 – Leave of Absence

- 9.01 A new employee(s) will not be hired while another employee(s) who has completed a period of employment of at least six (6) consecutive months is on lay-off which is expected to be permanent, it being understood that:
- (a) the Employer may recall such laid off employee to any job which becomes vacant;
 - (b) the employee must have the necessary qualifications and ability;
 - (c) an employee(s) may not refuse a recall without just and reasonable cause.

- 9.02 (a) An employee with (6) months or more of Employer service may request a Leave of Absence. The request, in writing to the appropriate Manager, shall identify the date on which the leave will start; the date the employee will resume work; and the reasons for the leave. The request for a leave is to commence and the employee shall be advised of the Employer's decision in writing. The granting of a Leave of Absence remains within the discretion of the Employer. The Leave of Absence shall be without pay and does not constitute a break in seniority or Employer service, subject to Article 8.03 (a) (vi) and (vii).
- (b) Leaves of Absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves.
- (c) The granting of a Leave of Absence will not be unreasonably withheld.
- 9.03 (a) The Employer may grant a Leave of Absence without pay to a maximum of one (1) employee from each unit who is elected to attend Union conventions, to participate in negotiations involving the Employer, and for other Union business. The Employer agrees to co-operate with the Union to grant such Leaves of Absence, subject to the operational needs of the business.
- (b) Before an employee receives the Leave of Absence set forth in (a) above, the Employer shall receive adequate notice in writing prior to the date on which the Leave of Absence is to commence.
- (c) The Leaves of Absence granted under this Article will not constitute a break in seniority and the employee shall have the option of maintaining contributions towards the various benefit plans, subject to the terms and conditions of each plan.
- 9.04 The Employer shall grant, in writing, a leave of absence without pay to employees who are appointed or elected to Union office for a period up to and including three (3) years. The employee who obtains this Leave of Absence shall return to his/her employment within thirty **(30)** calendar days after the completion of his/her employment with the Union.
- 9.05 Employees whose Leaves of Absence for illness, maternity or work related injury exceed one (1) year are required to present the Employer with written notice of their expected date of return to work.

ARTICLE 10 – GENERAL

- 10.01 Where the context allows it, words denoting the feminine shall include the masculine.
- 10.02 **Maternity & Parental Leave**
- Pregnancy and Parental Leave will be in accordance with the Employment Standards Act.

- 10.03 An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work, shall receive up to three (3) days pay for such time lost, providing he/she attends the funeral. In the event, an employee requests additional time off, such time without pay may be granted by the Manager to a maximum of five (5) work days. The above will only apply to the immediate family which includes children, spouse, parents, brothers, sisters, parents-in-law and any relative residing permanently with the employee. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence. Common-law relationships will be recognized in the provisions of this article.
- 10.04 (a) All uniforms or special articles of wearing apparel prescribed by the Employer and worn by the employees while on duty shall be supplied by the Employer free of cost to the employees.
- (b) Employees are required to launder and maintain such uniforms and/or special articles of wearing apparel and will be compensated for this by the Employer, by payment of \$0.75 per shift worked, to be paid as part of each employee's regular pay cheque. The Employer reserves the right to cancel this arrangement, and to assume responsibility for the laundry and maintenance of such uniforms.
- 10.05 It is recognized that employees may be required to submit to medical examinations. Any such examinations which are required, after the commencement of employment, in order to comply with local health regulations, or with regulations of the Employer or of the Employer's client, or with the requirements of the Employer's insurance carrier, shall be carried out by a medical practitioner designated and paid by the Employer. The Employer shall have the right to obtain a copy of any medical report relating to such examinations. Employees shall not lose any wages as a result of having to attend for a medical examination arranged by the Employer during their scheduled working hours, and shall not be paid for time spent attending for such examinations which may be arranged outside their scheduled working hours.
- 10.06 The Employer will provide bulleting board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting. A copy of the notice will be provided to the management before the posting of same.
- 10.07 It is mutually agreed that prior to the posting of Work Rules, the Employer will provide a copy of same to the Union office.
- 10.08 The parties to this Agreement agree to retain a joint Management-Union Committee, which must meet monthly to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, employee-employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations.
- 10.09 An employee returning from an approved leave such as; sick leave, Union leave, maternity leave, bereavement leave due to a work related injury will return to the same job if it exists, or in the event that it does not, to a job similar in work content and the average number of hours per pay period they would have received had they not been on leave of absence. A doctor's certificate may be required to determine the type of work the employee is able to perform.

- 10.10 Employees injured while on the unit shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work-related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.
- (i) the employee's name,
 - (ii) the employee's seniority date,
 - (iii) the employee's job classification,

ARTICLE 11 – WAGES AND JOB RATE RULES

- 11.01 Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however, an employee will not be prevented from receiving a higher rate of pay for their classification.
- 11.02 When an employee is temporarily assigned to work in a higher classification he shall be paid the wages for the higher classification, provided that he works at least four (4) consecutive hours in the higher classification.
- 11.03 In the absence of management for more than three (3) consecutive hours, an employee, if qualified, will be temporarily assigned as "in charge" of the unit and will receive thirty-five (\$0.35) per hour for such hours.
- 11.04 The Employer agrees to notify the Union of any new classifications they wish to add to the existing classifications set out in Appendix "A" of this Agreement and which fall within the certified bargaining unit. The Employer further agrees to meet with the Union and negotiate rates of pay for any such new classification within the scope of this Agreement.
- In the event that the parties are unable to agree on the rate of pay for such a new classification, then either party may invoke the grievance procedure as set out in Article 15 of this Agreement.
- 11.05 (a) When a vacancy occurs, for any present or new classification covered by this Agreement, a notice of the vacancy shall be posted for a period of **seven (7)** days. **A copy of the job postings will be sent to the Union and the Company is allowed to fill a vacancy, at their discretion, for a period of up to thirty (30) calendar days.** Such notice will include the initial shifts. Employees may apply in writing to fill the vacancy. Any employee selected by the Employer will be given a trial period in accordance with Article 11.05 (b). This provision does not apply to temporary positions.
- (b) The successful applicant on a job vacancy shall be considered to be on a trail period for up to fifteen (15) work days. During this trail period, the employee must demonstrate that she can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.

- (c) During the trail period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupies prior to the promotion.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of this Agreement, or concerning the discipline or discharge of an employee which may be alleged to be unjust shall be considered a grievance.

12.02 Notice of any grievance or dispute must be given to the Employer within (10) calendar days of occurrence. The agreed procedure for adjusting all grievances or disputes shall be as follows:

Step 1: The grievance shall be discussed between the employee(s) and the Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or, in the Shop Steward’s absence, by another member of the Union). The granting of such request will not be unreasonably withheld.

Step 2: In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievances with the Manager and District Manager concerned.

Step 3: If an agreement is not reached under Step 2, the Union will, within ten (10) calendar days from the discussion in Step 2, notify the Employers Labour Relations Representative in Head Office in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Employer and the Union.

In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to a Board of Arbitration.

Step 4: If an agreement is not reached under the provision of Step 3, upon mutual agreement between the Union and the Employer and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Employer to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) calendar days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Employer or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Employer.

- 12.03 Fifteen (15) calendar days shall be allowed for the setting up of an Arbitration board. It shall be composed of one representative of the Union and one representative of the Employer, and these two members shall then select an impartial Chairman. In the event of failure of these two representatives agreeing on a Chairman, the Minister of Labour shall be asked to appoint one.
- 12.04 Fifteen (15) calendar days of the appointment of the Chairman, the Board shall commence the hearing and render a decision within fourteen (14) days. Matters to be placed before the Arbitration board must be submitted in writing by other parties. Each party to the dispute will bear the expense of their appointee and half (1/2) the expense of the board of arbitration Chairman. The finding and decision of the Board of Arbitration shall be deemed to be a decision of the Board.
- 12.05 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement, but it is specifically agreed that no Board of Arbitration shall have the authority to alter, modify or amend this Agreement or render a decision inconsistent with the provisions of this Agreement.
- 12.06 The time limits as provided herein may be extended by mutual agreement.
- 12.07 It is agreed that the operation of sub-section (1) of section 87 of the Labour Relations Code of British Columbia is specifically excluded from this agreement.
- 12.08 The parties may mutually agree that a single arbitrator be appointed in place of a Board of Arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

ARTICLE 13 – DEFINITIONS

- 13.01 **Objective Interpretation:** Where a specific definition of a word, or a phrase, is not expressly provided in this Agreement, such word, expression, term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical usage.
- 13.02 **Time Span Reference:** References to days, weeks, months or years shall be understood to mean calendar days, weeks, months, or years unless otherwise expressly provided in this Agreement.
- 13.03 **Specific Definitions:** The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article.

Temporary Employee – An employee hired for a specific term or project, for a period not to exceed ninety (90) days with no expectation of continuing employment beyond the specified term or completion of the particular project, for which the employee was hired.

Probationary Employee – An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee – An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

ARTICLE 14 – HEALTH & WELFARE

- 14.01 All employees shall be covered by the Local 40 Non-Aligned Health and Welfare Plan.
- 14.02 Effective May 3, 2007, the contribution rate shall be seventy-four and one-half cents (74.5¢) per hour for all hours worked.
- (a) (i) Effective May 3, 2007, of this amount, fifty-seven cents (57¢) shall be contributed by the Employer;
 - (ii) Effective May 3, 2008, of this amount, fifty-eight cents (58¢) shall be contributed by the Employer;
 - (iii) Effective May 3, 2009, of this amount, fifty-nine cents (59¢) shall be contributed by the Employer;
 - (b) (i) Effective May 3, 2007, seventeen and one half cents (17.5¢) shall be contributed by the employee through payroll deduction;
 - (ii) Effective May 3, 2008, sixteen and one half cents (16.5¢) shall be contributed by the employee through payroll deduction;
 - (iii) Effective May 3, 2009, fifteen and one half cents (15.5¢) shall be contributed by the employee through payroll deduction.
- 14.03 (a) The Employer agrees to forward all monies payable by the Employer in respect of fringe benefits, on or before the 10th day of the month following the actual performance of work and shall forward said contributions to the Administrator.
- (b) The Employer also agrees to remit the contributions together with a monthly statement setting out the names of the employees in respect of which said payments are made, together with the hours of work credits or amounts paid in respect of employees.

APPENDIX "A"

WAGE SCHEDULE

Classification

Employees Hired
Before May 5, 1997

Effective May 3, 2007

Head Cook	\$14.68	
Cook	\$10.80	\$12.56
Short Order Cook	\$10.35	\$11.19
Cashier	\$ 9.96	\$10.91
Baker	\$10.03	\$10.91
Customer Service	\$ 9.71	\$10.80
Dishwasher	\$ 9.64	\$10.50
Sandwich/Salad	\$ 9.64	\$10.50

Effective May 3, 2008

Head Cook	\$15.27	
Cook	\$11.23	\$13.06
Short Order Cook	\$10.76	\$11.64
Cashier	\$10.36	\$11.35
Baker	\$10.43	\$11.35
Customer Service	\$10.10	\$11.23
Dishwasher	\$10.03	\$10.92
Sandwich/Salad	\$10.03	\$10.92

Effective May 3, 2009

Head Cook	\$15.88	
Cook	\$11.68	\$13.58
Short Order Cook	\$11.19	\$12.11
Cashier	\$10.77	\$11.80
Baker	\$10.85	\$11.80
Customer Service	\$10.50	\$11.67
Dishwasher	\$10.43	\$11.36
Sandwich/Salad	\$10.43	\$11.36

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers, this _____ day of _____ 2007.

SIGNED ON BEHALF OF:

CARA OPERATIONS LIMITED

UNITE HERE, Local 40

APPENDIX "B"

PARENTAL LEAVE

Under the Employment Standards Act, employees are entitled to a leave of absence from work without pay, so that they can spend time with a new child. A natural mother is entitled to 18 weeks unpaid maternity leave. As of March 22, 1991, the Act also provides for 12 consecutive weeks of parental leave for both mothers and new fathers; including adopting parents.

Who May Take The New Twelve Weeks Paternal Leave?

- The natural mother of a newborn child.
- The natural father of a newborn child.
- An adopting parent.

How Do I Qualify for Maternity or Paternal Leave?

- Give your employer at least two (2) weeks written notice of the day you want to start your leave and a medical certificate of letter from the adoption agency.
- If you plan to take both maternity and paternal leaves, separate notice is required for each leave.
- There is no minimum period that you must work for an employer before you can apply for paternal or maternity leave. Your employer must keep your job of a comparable position open for you after your leave ends. Your employee benefits (such as medical) continue during the unpaid leave period, provided that you continue to pay your share of any premiums.

When Must I Take Parental Leave?

- Both the mother and father may apply for parental leave. Leave may be taken at the same time or at different times.
- Natural mother: Parental leave must begin when your maternity leave expires, unless you and your employer agree otherwise.
- Natural father: Leave must be taken within 52 weeks of the child's date of birth.
- Adopting parent: Within 52 weeks of the date the child comes into your actual custody.

What If My Child Is Sick and Cannot Come Home Right Away?

- If the new-born or adopted child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into your actual care and custody, you are entitled to an additional period of parental leave of up to five (5) weeks.
- If an employee has received the maximum benefits and is absent again, he or she must have returned to work for at least a two (2) week period before a new claim will be considered.
- Benefits are not payable for pregnancy, or injury covered by Worker's Compensation.
- If illness is certified by a paramedical practitioner, the employee must be referred by a licensed physician.

MEMORANDUM OF UNDERSTANDING

Between

CARA OPERATIONS LIMITED

At

Air Canada

Vancouver Operations Centre

and

UNITE HERE, LOCAL 40

It is hereby agreed by both the Union and the Employer that the following conditions shall apply to former employees of ICL at the Canadian Airlines Vancouver Operations Centre, hired by Restauronics Services Ltd. On or before 5 May 1997.

Seniority For former ICL employees, seniority shall be calculated from their original date of employment with ICL, and such seniority shall be recognized solely for the purposes of scheduling in accordance with Article 4 and for determining the sequence of lay-off and recall in accordance with Article 8.06.

Length of Service For all employees, including former employees of ICL, length of service for determining the notice requirements in the event of lay-off in accordance with Article 8.08 shall be calculated from the date on which employment commenced with Restauronics Services Ltd.

For the purpose of calculating vacation pay entitlements in accordance with Article 6, length of service ICL employees shall be calculated from their original date of employment with ICL, and for all other employees from the date on which employment commenced with Restauronics Services Ltd.

Probationary Period For the purposes of article 8.01, the probationary period is waived for former employees of ICL.

Dated this day of 2007.

SIGNED ON BEHALF OF:

CARA OPERATIONS LIMITED

UNITE HERE, Local 40

Between
CARA OPERATIONS LIMITED
At
Air Canada
Vancouver Operations Centre
and
UNITE HERE, LOCAL 40

New Classification – Head Cook

We would like to create a new classification according to article 11.04 of the collective agreement due to operational changes within the site. Currently we have no teammates that have the skill set required for the profile of this new position. The job responsibilities within the new classification would include all those required in the current cook classification and would be expanded to include some administrative and supervisory duties currently performed by management. We would like to name the new classification "Head Cook." We would also propose a rate of \$ per hour and then pay an additional 35 cents per hour as outlined in article 11.03 of the collective agreement for a pay differential for "in charge".

Please contact me at your earliest convenience with your approval.

Dated this day of 2007.

SIGNED ON BEHALF OF:

CARA OPERATIONS LIMITED

UNITE HERE, Local 40

LETTER OF AGREEMENT

Between

CARA OPERATIONS LIMITED

At

Air Canada

Vancouver Operations Centre

and

UNITE HERE, LOCAL 40

Notwithstanding Article 10.08 of the Collective Agreement, the parties shall meet on an as needed basis to review and discuss operational issues relating to these units. The employer will be able to make recommendations/suggestions at this time. The length of shifts may also be discussed.

Dated this day of 2007.

SIGNED ON BEHALF OF:

CARA OPERATIONS LIMITED

UNITE HERE, Local 40

