

COLLECTIVE AGREEMENT

BETWEEN

CARA OPERATIONS LIMITED
(Air Canada Cafeteria)

hereinafter called "The Company"

AND

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
Represented by Transportation District 140

hereinafter called "The Union"

From February 1st, 2009 to January 31, 2012

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ARTICLE 1 PURPOSE

- 1.01** The Company and the Union wish to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them and to promote efficient operations.

ARTICLE 2 UNION RECOGNITION

- 2.01** For the purpose of the collective bargaining, the Company recognizes the Union as the sole representative of all employees of the bargaining unit according to the Labour Code with the exception of the management of the cafeteria department in the Air Canada plant (Tech. Ops.) under the certification issued by the “ministère du Travail” on February 7, 2001.
- 2.02** For the purpose of this collective agreement, the masculine gender will include the female gender and vice versa.
- 2.03** The work accomplished by the employees of the bargaining unit will not be done by the supervisors with the exception of the Head Cook, except when necessary for training purposes and in order to maintain service for a temporary period of time when qualified employees covered under the current certification are not available.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01** Management has the right to operate its business as it sees fit, subject to the terms of this collective agreement, but at all times, this right will have to be exercised in a just and reasonable manner and can be subject to the grievance procedure.

ARTICLE 4 DISCRIMINATION

- 4.01** The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the parties or their representatives, or by Union members because of the employees’ adhesion or non-adhesion to the Union or for any other reason according to the laws.

ARTICLE 5 UNION REPRESENTATION

- 5.01** Duly authorized full-time representative of the Union shall be entitled to visit all areas of the Company’s operations for the purpose of observing working conditions and to ensure that the terms of the Collective Agreement are being administered. The Union Representative agrees to notify the Company prior to his visit. Such visits shall not unduly disrupt operations.

5.02 The Company recognizes two (2) shop stewards so designated by the Union, one of which a Chief Steward, provided they have completed six (6) months of employment with the Company. They shall be granted time off with pay, as may be reasonably necessary to deal with any grievance or potential grievance as outlined in this collective agreement. No Steward shall leave his work to investigate or proceed with any grievance without prior authorization from his Supervisor and such authorization will not be unreasonably denied. The Company will supply space in the work place for use of a filing cabinet by the Union.

5.03 The Union will notify the Company in writing of the name of its Stewards.

5.04 The Company agrees to recognize a Committee comprised of an employees' representative for the purpose of negotiating the renewal of this Agreement upon its expiry. To this end, the Company will allow the employees' representative the necessary leave of absence, up to a maximum of three (3) paid days during direct negotiations. It is agreed that in consideration of such leave of absence, the Union will give the Company a reasonable notice concerning the meetings of the Committee, the time required and that this leave of absence will be allowed without doing prejudice to the Company's normal operations.

5.05 All the employees, members of the Union at the signing of this collective agreement, will have to remain members for the duration of the collective agreement as a condition of employment. The Company will have employees fill out the application form provided by the Union, which will be given to the Union without delay.

All new employees will have to become members of the Union within thirty (30) days of their hiring or re-hiring.

5.06 At the time of hiring, the employees authorize the Company to deduct from their pay cheque an amount equal to their Union dues in accordance with the Bylaws and Constitution of the Union. The deductions will be made every two (2) weeks and will be remitted monthly to District 140 along with an alphabetical list of employees with the amount deducted from their pay cheque. The union dues will be deposited in a separate account. The Company shall hold amounts deducted from wages for the payment of union dues separate and apart from its own monies. Such amounts are held for the Union and its members and are not part of the property of the Company.

The deduction along with the above mentioned list will be remitted to District 140 at the latest on the 20th day following the last deduction of the month.

The parties agree that the Union will take full responsibilities for the Company in cases where workers file grievances following the application of this article.

5.07 Upon request, during the month of August of each year, the Company sends to the Union an up-to-date list of the name of the employees covered by this collective agreement. This list consists of the following: name, given name, telephone number, address, salary rate, classification, location and seniority.

5.08 The Chief Steward benefits from a preferential seniority during his mandate in cases of layoffs and recalls and will also act as member of the negotiation committee.

ARTICLE 6 STRIKE OR LOCKOUT

6.01 For the duration of the collective agreement, and during negotiations and settlements of any dispute between the parties subject to the limit of this agreement, neither party will initiate, engage or authorize a lockout, a work stoppage or a strike.

ARTICLE 7 GRIEVANCE PROCEDURE

PREAMBLE

A grievance is a dispute on the interpretation or the application of the collective agreement and includes disciplines, collective grievances and discharges.

7.01 It is the mutual desire of the parties hereto that employee grievances of the employees shall be dealt with as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his Supervisor or designate an opportunity to deal with his complaint and try to settle it within five (5) days of the occurrence or acknowledgement of the incident.

7.02 An employee believing that he has been unjustly dealt with, shall take the matter up with his Supervisor or his designate within five (5) working days from the date of the alleged occurrence, except for the employees on vacation or sick leave for a 5-day period after their return to work. If the employee so requests, the Union Steward shall be present.

If the grievance involves many employees or is related to a suspension or a dismissal, it can be submitted directly to Step 2 of the grievance procedure.

7.03 If the employee still believes that he has been unjustly dealt with and his complaint or questions have not been answered to his satisfaction within five (5) days, he can, within five (5) working days after receiving the verbal reply of his Supervisor or designate, follow the steps of the Grievance Procedure.

Step 1

The employee will submit a written grievance that he will sign. The grievance will be described and the solution the employee is seeking will be mentioned. A member from the Union Committee can also submit a written grievance for an employee by following the same procedure. The grievance must be submitted to the Supervisor within five (5) working days of receipt of the verbal response as per article 7.03 above. After discussion with the employee, the Union representative and the employee's supervisor, as stipulated, the employee's supervisor will have to render his written decision within five (5) working days. If the complaint is not settled within five (5) working days following the decision of the employee's supervisor, the grievance will be submitted to Step 2 as per the following:

Step 2

Within seven (7) days after receipt of the written reply of the employee's Supervisor at Step 1, the Union will request a meeting in writing with the General Manager, or his designate. Such meeting will include the grievor, the Steward and the full-time representative of the Union and will be held within ten (10) working days following receipt by the Company of the Union's written request. Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within thirty (30) working days of the Step 2 decision.

- 7.04** The time limits as prescribed in Article 7 – Grievance Procedure, Article 8 – Discipline and Discharge Cases and Article 9 – Arbitration, may be extended by mutual agreement of the parties in writing and such agreement will not be unreasonably denied.
- 7.05** It is agreed that a grievance of policy, arising directly between the Company and the Union, must be filed within ten (10) working days of the occurrence or of the employee's knowledge of the incident, with the exception of the employees who were on vacation or off sick, by notifying the other party in writing. Such notice shall describe the exact nature of the complaint and the relief sought. A Policy Grievance shall be received at Step 2 of the Grievance Procedure.

ARTICLE 8 DISCIPLINE AND DISCHARGE CASES

- 8.01** An employee who has completed his probationary period will not be disciplined or discharged without just and reasonable cause. A complaint made by an employee who has completed his probationary period and who believes he has been unjustly terminated, will have to be considered like a grievance if the complaint was submitted in writing to the supervisor within five (5) working days of the date when the employee stopped working for the Company. In such a case, all preliminary steps provided for before Step 2 will not apply. The Company will issue disciplinary action in a progressive fashion.

Such a grievance can be settled by confirmation of the Company's decision to terminate the employee whose probation has been completed or by establishing the employee in his position with full compensation for time lost or by all other agreement that is considered just and equitable in both parties' opinion.

All disciplinary measures imposed to an employee who has completed his probationary period can be contested by the normal grievance procedure as per article 7 above.

- 8.02** When an employee has been dismissed, he shall have the right to meet with his Steward for a reasonable period of time before leaving the premises.
- 8.03** A copy of any written disciplinary action or of any document that could lead to a disciplinary action issued to an employee shall be given to the employee with a copy to the Chief Shop Steward within five (5) calendar days. Failure to provide the Chief Shop Steward with a copy will not invalidate the disciplinary measure.

- 8.04** At any disciplinary meeting held by the Company, the employee concerned must have his Steward present, if present in the work area or, upon his request, another employee to act as a witness. The absence of the Steward does not invalidate the actions taken by the Company following that meeting.
- 8.05** Any disciplinary action will be withdrawn from the employee's file after eighteen (18) months and will not be used against the employee in any subsequent procedures in which the employee is implicated.
- 8.06** When the employer requires that the employee sign a document that could lead to a disciplinary measure or not, the employee will do so to indicate that he has read it. Such document will not represent a confession of guilt from the employee.
- 8.07** a) It is understood and agreed to that, notwithstanding the provisions of article 8 above, an employee can be dismissed for theft of all kinds committed on Company premises, against clients or suppliers. In such a case, the arbitrator will have jurisdiction to alter, modify or cancel the dismissal imposed by the Company.
- b) It is understood and agreed to by the parties that, in relation with the provisions of article 8.07 a) above, theft is defined as follow:
- “The unjustified appropriation of another's property, the act of stealing; the illegal possession of goods with the intent of depriving its owner from it.”

ARTICLE 9 ARBITRATION

- 9.01** If, in accordance with article 7.03, the Management's decision is not satisfactory to the Union, the Union will be able to appeal this decision in front of an arbitrator by written notice to the Company within thirty (30) days of receipt of the decision.
- If no agreement is reached, both parties will request the “ministère du Travail du Québec” to appoint an arbitrator.
- The decision of the arbitrator is final and binding.
- 9.02** When the incident, which gave rise to the grievance, implies a loss of salary or other benefits, the arbitrator has the authority to order that either all or a part of such loss be reimbursed or reinstated. In a case of disciplinary measure, the arbitrator has the power to cancel or reduce the measure imposed.
- 9.03** No matter shall be submitted to arbitration unless and until it has gone through all steps of the grievance procedure.
- 9.04** Each party is responsible for its own arbitration's costs and expenses and shares equally the arbitrator's fees.
- 9.05** The arbitrator has the power to interpret or apply the terms of the collective agreement; he cannot, in any way, modify it.

ARTICLE 10 SENIORITY

- 10.01** a) For the purpose of this collective agreement, the seniority is the continuous service with the Company in the bargaining unit with the exception of the employees hired before the certification; their seniority date is the date at which time they were hired by the Company. The seniority list will be **posted** every six (6) months by the Company on bulletin boards at each department where there are two (2) employees or more. **This list will include the appropriate adjustments when applicable.** Furthermore, the Company agrees to provide this list to the Union every six (6) months. This list must include the classification and the location of each employee.
- b) In the event of employees having the same hiring date, the seniority will be determined by alphabetical order of the name the employee gave when he was first hired.
- 10.02** An employee will be considered on probation and will not be placed on a seniority list until such time as he has completed the probationary period of sixty (60) working days. The Company will have the right to discharge an employee who has not completed his probationary period when, in the sole opinion of the Company, the continued employment of the probationary employee is not in the best interest of the Company. Upon completion of the probationary period, an employee shall be included on the seniority list with the date he was hired as his seniority date.
- 10.03** An employee shall lose all seniority rights and shall be deemed to have terminated his employment if he:
- a) is absent from work for three (3) consecutive working days without reasonable cause;
 - b) is laid off for lack of work for a period of time equal to his seniority or eighteen (18) months;
 - c) extends an authorized leave of absence without reasonable cause;
 - d) uses a leave of absence for another reason than the one for which it had been requested and granted;
 - e) is absent from work due to illness for a period of twenty-four (24) months; **notwithstanding the Company's duty to accommodate.**
 - f) further to a notice sent by registered mail to the last known address, fails to show up to work within seven (7) days of the reception of such notice;
 - g) voluntarily leaves the employ of the Company;
 - h) is dismissed and has not been reinstated in his position through the grievance procedure or arbitration.
- 10.04** Layoffs by classification will be done by reverse order of seniority and recalls will be done by seniority.

Promotions to a classification with a higher rate of pay or not and the choice of working hours and overtime in a same classification are based on the following factors:

- a) seniority;

In the case of lay-offs, the advice will be done according to labour standards.

- 10.05** An employee who is laid off due to a lack of work shall exercise his seniority rights in another classification, within his same bargaining unit as long as he has the qualifications required to perform the normal functions of the classification.
- 10.06** Employees promoted to position above and beyond the scope of the bargaining unit or on a temporary assignment shall be on probation in this position for a period of three (3) months. If, before the probation period is completed, the employee is found unsatisfactory or if the employee decides that he no longer wishes to fill a position beyond the scope of the bargaining unit, he shall be transferred back within the following thirty (30) days to the position from which he was promoted without loss of seniority, wages and benefits.
- 10.07** The Employer shall not hire any new employees as long as there are employees on lay off status that are able and willing to perform the work required.

ARTICLE 11 JOB VACANCY, TRANSFER AND PROMOTION

- 11.01** Whenever a vacancy arises, or a new **permanent or non permanent** position is created (**for example: position of 30 days or more with known return date**), a vacancy or new position notice shall be posted for ten (10) days, and employees may apply in writing to fill the vacancy. Employees off on maternity leave may apply for this position within five (5) days of their return to work. If the vacancy is for a full-time job, then full-time employees shall receive preference when the applications are being considered. If the vacancy is for a part-time job, then the Company shall give preference to applications submitted by part-time employees within the seniority group. The positions shall be awarded in accordance with the seniority provisions of this Agreement and a copy will be given to the chief steward.
- 11.02** The Company shall give first consideration to the bargaining unit employees in filling the vacancy; provided that the Company is free to fill the vacancy at its discretion should there be no suitable applications from the bargaining unit pursuant to the provisions of article 11.03.
- 11.03** In the event that an employee is not able to perform the normal functions of the job following the familiarization period or in the event that the employee does not wish to continue working in that position, he shall be returned to his former position without loss of seniority. It is understood that an employee, who wishes to return to his former position or is returned by his employer, must do so within thirty (30) days, i.e. before the end of the probationary period.

- 11.04** The Company also agrees to notify in writing employees who have been laid off and are entitled to be recalled back to work at any position with greater, equal or lower wages than they were earning before their layoff. The notification to the above employees must be made after the Company has sent a registered letter to same employees at their last known address on record.
- 11.05** The Company shall notify the shop steward in writing of the name of the successful applicant to fill the vacancy if he is not the senior applicant.
- 11.06** a) A probation period of thirty (30) days applies to the candidates chosen on the posted jobs.
- b) Temporary positions are not considered as vacancies and will not be posted as per this article. Temporary positions are defined as being available for a thirty (30) calendar day period or less. If more than thirty (30) calendar days, they are defined as being available for a specific period of time because of illness, accident, vacation, leave of absence, **maternity/parental leave**, etc. as mutually agreed upon by the parties.
- c) When an employee is chosen to fill a permanent position, he cannot bid on another permanent position for a three (3) month period. The **original** vacant position **shall** be posted **as well as the next one, if necessary**. All other positions that may become vacant as a result of the original position being filled will be filled at the discretion of the Company.

ARTICLE 12 TEMPORARY ASSIGNMENT

- 12.01** Employees temporarily assigned for the convenience of the operations to a higher classification shall be paid at the rate of the higher classification for time worked in that classification after more than two (2) consecutive hours in the higher classification. After that period, payment will be retroactive to the beginning of the temporary assignment.
- 12.02** Employees temporarily assigned for the convenience of the Company to a lower classification shall not have their rate reduced provided, however, that this provision does not apply to employees who are transferred to a lower classification as a result of a lay-off.
- 12.03** Any employee absent during his work schedule must be replaced whenever practical and if necessary.

ARTICLE 13 NEW CLASSIFICATION

13.01 The Company agrees to notify the Union of any new classification that may be added to the existing classifications. The Company further agrees to meet the Union to discuss the rates of pay for any such new classifications within the scope of the Agreement. If a disagreement occurs, it can be referred to arbitration.

ARTICLE 14 LEAVE OF ABSENCE

14.01 The Company will grant a leave of absence without pay if it does not interfere with the efficient operations of the unit on a first come, first serve basis. The seniority will prevail in the event that there are two requests made at the same time. Requests for leave of absence must be made in writing to the unit manager, at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The manager will reply in writing to the employee within seven (7) days upon receipt of the request for leave of absence. In cases of emergency, which would make it impossible for the employee to give the required two (2) weeks notice, this time limit may be shortened. Such request will not be unreasonably denied.

14.02 The Company shall grant a leave of absence to not more than two (2) employees who are elected as delegates to attend Union business or Union training courses for a total of thirty (30) days per year. The Company shall be given seven (7) days' written notice of such occurrence. The employee will suffer no loss of rights formerly enjoyed before such leave was granted.

14.03 An employee shall be entitled to a maternity leave in accordance with the terms and provisions of the **Parental Leave** Act. Employees returning from maternity leave shall be returned to the same shift and days off if available. If not, the employee will have the shift and days off she would have normally obtained by seniority if not on maternity leave.

14.04 Employees, who do not act in accordance with the authorized leave of absence as per the request form for authorized leave of absence, will be subject to disciplinary measures and even dismissal.

ARTICLE 15 WITNESS AND JURY DUTY

15.01 An employee who is subpoenaed to appear as a Crown Witness or on behalf of the Company in a court proceeding shall be paid the wages he would have earned had he been working his regular scheduled hours less any pay he receives for such appearances.

15.02 Employees summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days. This does not apply if an employee is excused from Jury Duty for the rest of the day or days and fails to report back to work or if he is not scheduled to work.

15.03 In order to be eligible for such payments, the employee must provide a written statement from the proper official, showing the date and time served, and the amount of pay received.

ARTICLE 16 UNIFORMS

16.01 The Company will provide at no costs, five (5) pants, five (5) shirts, five (5) aprons and three (3) hats to full-time regular employees, two (2) pants, two (2) shirts, two (2) aprons and two (2) hats to part-time regular employees and one (1) pant, one (1) shirt, one (1) apron and one (1) hat to the employees on call. The employee is responsible for alterations and cleaning of the uniforms provided to him. However, the Company will pay \$0.40 per worked day to the employees not wearing a white uniform. The Employer will also pay an allowance of \$45.00 per year to one (1) dishwasher, one (1) first cook and two (2) employees cleaning the steamers. This amount will be paid on the first complete pay period following April 1st of each year.

16.02 If an employee arrives to work without his complete uniform, the Company may temporarily reissue the missing article and require the employee to sign an acknowledgement of receipt. Such article must be returned to the Company, in a satisfactory condition, no later than four (4) working days of the loan for full-time employees and one (1) calendar week for part-time employees or the actual cost of the article will be deducted from the employee's pay, according to the provisions of the garnishment of the Quebec Code of Civil Procedure.

ARTICLE 17 HOURS OF WORK AND OVERTIME

17.01 a) The normal workweek for the regular full-time employees shall consist of thirty (30) hours and more, as per the Company's schedule unless otherwise specified in the current collective agreement. Whenever possible, the normal workweek for the regular full-time employees shall consist of forty (40) hours spread over (5) days of eight (8) hours. However, this does not consist a guaranty of daily or weekly work hours. An employee whose hours of work are reduced by at least an hour per week on a permanent basis will be able to request a work schedule of an employee with less seniority in the same classification. An employee whose hours of work are reduced by over an hour per week will be able to request a work schedule in another classification, if qualified.

b) The normal workweek for the regular part-time employees shall consist of less than thirty (30) hours, as per the Company's schedule unless otherwise specified in the current collective agreement. However, this does not consist a guaranty of daily or weekly work hours.

17.02 Overtime worked in excess of forty (40) hours per week and/or ten (10) hours per day, will be paid at the rate of time and one-half an employee's regular straight time hourly rate, unless otherwise specified in the current collective agreement. All overtime must be authorized by the Company.

- 17.03** Employees who work more than five (5) hours in any work day shall be granted an unpaid meal break of thirty (30) minutes and a paid fifteen (15) minute break every four (4) hours paid at a time determined by the Company to be consistent with the efficient operations.
- 17.04** With the exception of the meal break that must be taken as close as possible to the middle of the work shift, the hours of work must be consecutive. Any employee may ask for an additional half-hour without pay with the authorization of his supervisor.
- 17.05** Work schedules shall be posted every two (2) weeks, on the Thursday prior to the work period and shall be posted near the time clock. An employee's work schedule shall not exceed six (6) days in a week.
- Whenever possible, days off will be taken consecutively.
- 17.06** Employees on their day off or called back to work after their shift will be paid a minimum of four (4) hours.
- 17.07** The schedule of employees may be modified without notice in the event of non scheduled absences of employees, emergencies such as snowstorms, floods, breakdown of machinery or other instances of major impact. In all other cases, a minimum of two (2) hours' notice to the employee will be given by the Company.
- 17.08** Overtime are by mutual consent, and whenever practical **and possible, might** be first offered in rotation to the employees from **a different** classification and then to the most senior qualified employee outside that classification, and thereafter by decreasing order of seniority, provided the employee has the ability to perform the normal requirements of the job. If no senior employee wishes to work the overtime, then management will assign the work by reverse order of seniority to another employee in the classification who is available and who has the ability and is qualified to do the work.
- 17.09** An employee will be able to exchange or give his shift to another employee from the bargaining unit according to the following:
- a) he has to meet the normal requirements of the job;
 - b) he has obtained written authorization from his supervisor at least one (1) week in advance;
 - c) the said change does not cause overtime.
- 17.10** An employee coming to work as per his work schedule, unless he has been advised not to show up for work in accordance with article 17.11, and for whom no work is available, must be offered at least four (4) hours of work elsewhere in the unit at his regular rate, or at the choice of the Company, be paid four (4) hours if no work is available. The provisions of this article do not apply in cases of emergency, in fortuitous cases or other event out of the Company's control. In this case, the Company shall pay the employee one (1) hour at his regular rate in order to compensate for transportation fees.

- 17.11** If, on any given day, the Company does not require the services of an employee, the Company has to advise him at least two (2) hours prior to the beginning of his shift not to report to work. If the two (2) hours' delay is not respected, the employee will have the right to be paid for the scheduled shift.
- 17.12** All employees must register their arrival and departure time not more than five (5) minutes before of after their shift and must be wearing their uniform, not their everyday clothes.
- 17.13** It is understood that no employee will be paid for overtime not duly authorized by the Company. It is also understood that if the workweek of the employee is comprised of a Saturday and/or a Sunday, these days will be paid at his regular rate of pay.

ARTICLE 18 BEREAVEMENT LEAVE

- 18.01** An employee, on completion of his probationary period, shall be entitled to receive three (3) days' bereavement leave with pay for time lost from work in the case of death in his immediate family. For these purposes, immediate family will be the following: brothers, sisters, parent, spouse (including common law spouse) children, grandparents, father-in-law or mother-in-law.

An employee shall be entitled to one (1) day of bereavement leave with full pay for time lost from work from his normally scheduled hours to attend the funeral service of a grandchild, a brother-in-law or a sister-in-law.

The words "husband" and "wife" will be considered as having the same meaning as the one contained in article 63(2) of the Canada Pension Plan.

ARTICLE 19 EMPLOYEE MEALS

- 19.01** The Company agrees to provide meals to employees at a cost of \$0.85 per workday. This amount will be adjusted, if necessary, in order to make sure that this benefit remains tax free. The employees agree to respect the internal policy on meals and the food they are entitled to.

ARTICLE 20 HEALTH AND SAFETY

- 20.01** The Company, the Union and the employees agree to cooperate so as to maintain safe working conditions, and the Company agrees to remove whatever could be detrimental to the health and safety of employees.
- 20.02** The Company agrees to a joint Labour/Management Safety Committee that shall meet monthly and shall conduct safety tours of the premises. The Committee shall be comprised of one (1) member chosen by the Union every two (2) years and one (1) Management representative.
- 20.03** All members of the Safety and Health Committee shall receive the necessary time off with pay when conducting business in accordance with article 20.02 above.
- 20.04** Where protective clothing or devices are provided for the safety of the employees, it shall be mandatory that such be worn by the employees.

20.05 The Company shall respond in writing within twenty-one (21) working days to any formal recommendations of the joint Health and Safety Committee.

20.06 In the event that an employee needs to go to the hospital due to a work related accident, the employer will assume the transportation costs.

ARTICLE 21 VACATION

21.01 Employees shall sign the vacation schedule between February 1st and March 1st of each year. Employees not completing the schedule by that date shall not be able to exercise their seniority right for the selection of their annual vacation period and will select from the dates available only. For the purpose of the selection of vacation, there will only be two (2) employees at one time by classification allowed to take their vacation.

21.02 Vacation requests made after March 1st must be made in writing at least thirty (30) days in advance unless otherwise mutually agreed to and are on a first come, first served basis.

21.03 When a statutory holiday occurs during an employee's vacation period, the employee shall inform the Company at least two (2) weeks in advance of the vacation period as to whether he prefers being paid for the day or have an extra day's vacation added to his vacation period.

21.04 Employees with less than one (1) year of employment and whose employment terminated shall receive four per cent (4%) of their total gross earnings for the period of time for which they have not taken any vacation on the basis of one (1) day off per month worked to a maximum of ten (10) working days.

21.05 a) Employees who have been employed for less than one (1) year shall receive vacation in accordance with the current Employment Standards Act.

b) Vacation pay shall be calculated for each year of service, commencing April 1st and ending March 31st.

c) Employees who have been employed by the Company for more than one (1) year but less than five (5) years, shall be entitled to two (2) weeks vacation with pay, calculated at four per cent (4%) of annual earnings.

d) Employees who have been employed by the Company for more than five (5) years but less than **ten (10)** years, shall be entitled to three (3) weeks vacation with pay, calculated at six per cent (6%) of annual earnings.

e) Employees who have been employed by the Company for more than **ten (10)** years shall be entitled to four (4) weeks vacation with pay, calculated at eight per cent (8%) of annual earnings.

21.06 Vacation choices may be changed upon the mutual agreement of the two (2) employees affected with the consent of the Company, which shall not be unreasonably withheld.

- 21.07 Employees will receive their vacation pay on a separate pay cheque; at the same time as their last pay cheque issued before their vacation, provided the Company has had a minimum of three (3) weeks' notice.
- 21.08 Vacations are not cumulative, nor can they be carried over from year to year. Except by mutual agreement between the Company and the employee, all vacations will commence on the Monday.
- 21.09 The Company agrees that an employee who is hospitalized or has been hospitalized during his vacation shall be entitled to reschedule his vacation at a mutually acceptable time.

ARTICLE 22 STATUTORY HOLIDAY

- 22.01 All regular full-time employees who have completed their probationary period, will be entitled to the following statutory holidays with pay subject to the conditions below:

New Year's Day	Labour Day
Good Friday or Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
St-Jean-Baptiste Day	Employee's Birthday

Part-time employees will be entitled to statutory holidays with pay as per the Employment Standards Act.

- 22.02 Payment for each statutory holiday will be computed on the basis of the normally scheduled shift hours at the employee's regular straight time hourly rate of pay.
- 22.03 In the event an employee is required to work during one of the regular statutory holidays mentioned above, he shall be paid time and one-half his regular rate of pay for all hours worked in addition to the compensation provided in article 22.02. **An employee can, on a thirty (30) day written notice, ask for a paid one day leave for his or her birthday or any other day upon mutual agreement with the company.**
- 22.04 If an employee who is scheduled to work on a statutory holiday and fails to report for work on that day, he shall not receive any pay for the statutory holiday unless his failure to report to work is due to an accident or illness for which some proof may be required by the Company.
- 22.05 An employee who is laid off or who is on leave of absence, sick leave, or on Workers Compensation, shall not be eligible to receive holiday pay.

ARTICLE 23 GENERAL

- 23.01 All employees are required to notify the Company without delay of any changes in their addresses, telephone numbers and dependants (if covered by the social benefits program) so that such can be kept up to date.

23.02 Union notices which are signed by duly authorized Union representatives will be posted on Union bulletin boards, in places mutually agreed on, as long as such notices are in accordance with the collective agreement and that a copy is remitted to the General Manager or his designate before posting.

It is understood that the Union will not use the bulletin boards for purposes of propaganda against the Company, its Directors and/or its clients.

23.03 The Chief Shop Steward will provide each employee with a pocket size copy of this collective agreement in French or English. The Company will share equally the printing costs with the Union.

23.04 The Company provides the employees with lockers for their uniforms and personal belongings.

23.05 In the event that the Company wishes to subcontract work normally done by members from the bargaining unit which would lead to employees being laid-off, or if there is a reduction in the hours of work, the Company shall first discuss the subcontracting with the Union in order to find a solution to maintain, if possible, the work within the bargaining unit.

23.06 In the event of underpayments of \$25.00 or more in a pay cheque due to an error, the company will correct the error within the following two (2) working days.

23.07 Pay cheques will be deposited directly in the employees' account.

23.08 When the employer requests a medical receipt, fees will be reimbursed to employee with an official receipt.

ARTICLE 24 LABOUR/MANAGEMENT RELATIONS

24.01 A Labour/Management Relations Committee will consist of the Chief Shop Steward and one (1) representative from the Company, who shall meet on a monthly basis for the purpose of discussing matters of mutual concern to the parties without loss of salary.

ARTICLE 25 DURATION

25.01 This Agreement shall continue in full force and effect from and including the 1st day of February 2009, to and including the 31st day of January 2012. This Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other party in writing during the period of ninety (90) days preceding the expiry date of the current collective agreement.

Signed in _____ this _____ day of _____ 2009.

FOR THE COMPANY:

FOR THE UNION:

Audrey St-Onge
General Manager
Dorval Centre

Armelle Obas

René Pion
Director – Food Services
Air Canada in Dorval

Michel Pelot
Regional Assistant Directing
General Chairperson

Frank Charron
Vice-President – Labour Relations

APPENDIX A

SALARIES AND CLASSIFICATIONS

Effective on ratification date.

Position	Date of hiring	12 months
1st cook	\$12.45	\$12.70
2nd cook	\$10.02	\$10.22
Logistic	\$11.36	\$11.60
Buffet	\$11.36	\$11.60
Short order	\$10.55	\$10.77
Satellite clerk	\$10.02	\$10.22
Dishwasher	\$9.58	\$9.79

Effective January 31, 2010.

Position	Date of hiring	12 months
1st cook	\$12.70	\$12.95
2nd cook	\$10.22	\$10.42
Logistic	\$11.60	\$11.83
Buffet	\$11.60	\$11.83
Short order	\$10.77	\$10.99
Satellite clerk	\$10.22	\$10.42
Dishwasher	\$9.79	\$9.99

Effective January 31, 2011.

Position	Date of hiring	12 months
1st cook	\$12.95	\$13.21
2nd cook	\$10.42	\$10.63
Logistic	\$11.83	\$12.07
Buffet	\$11.83	\$12.07
Short order	\$10.99	\$11.21
Satellite clerk	\$10.42	\$10.63
Dishwasher	\$9.99	\$10.19

- Armelle Obas (green circle): \$11.32 - 2% wage increase effective January 31, 2010 and 2% wage increase effective January 31, 2011.
- Section head: \$1.35\$/h premium. In the event that the section head is team leader or in charge, the section head premium is paid on top of the \$1.25\$/h premium for team leader or in charge.

APPENDIX B

GROUP INSURANCES

Eligibility: after one (1) year of service.

The Company agrees to maintain the current fringe benefits for the duration of the collective agreement.

It is also understood that the Company will continue to assume the premium costs for the following:

- Life insurance;
- Short Term Disability Insurance;
- Accidental death and dismemberment Insurance;
- Major health insurance;
- Eye glasses - effective September 1st, 2003, \$150.00 claim every two (2) years per dependant.

It is understood that the Company and the employees will split equally (50/50) the premium costs for dental insurance.

LETTER OF AGREEMENT NO. 1

MUTUEL RESPECT

BETWEEN: CARA – AIR CANADA CAFETERIA

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS
Represented by Transportation District 140**

It is understood for the duration of the collective agreement that:

- The Company will not allow the employees and/or its Directors to use any kind of propaganda against the Union, its reputation and that of its officers and/or its members.
- The Union, its officers and/or members will not use any kind of propaganda against the Company, its reputation, and that of its Directors and/or clients.

Signed in _____ this _____ day of _____ 2009

FOR THE COMPANY:

FOR THE UNION:

LETTER OF AGREEMENT NO. 2

SOLIDARITY FUND QFL

BETWEEN: CARA – AIR CANADA CAFETERIA

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AÉROSPACE WORKERS
Represented by Transportation District 140**

1. The employer accepts to collaborate with the Union in allowing the employees who so desire to subscribe to the QFL Solidarity Fund Savings Plan by way of salary deductions.
2. No matter the number of employees requesting it, the employer agrees to deduct from the salary of each employee who has requested it and who has signed the prescribed subscription form, the amount indicated by the employee for the duration stated or otherwise indicated.
3. An employee can, at any time, modify the amount of the instalments or cease subscribing by sending a notice to that effect to the Solidarity Fund and the employer. In cases where the suspension is made known directly to the employer, the latter agrees to send a copy to the Solidarity Fund.

In accordance with the laws on provincial and federal income taxes, the parties agree that it will be possible for the employee participating in the Solidarity Fund (QFL) by way of payroll deduction, to get immediate income tax return on his pay cheque when he so requests it.

4. The employer agrees to comply with the remittance procedures of the Solidarity Fund. Therefore, the employer agrees to send by cheque, on a monthly basis (no later than the 15th of the month following the deduction), the amounts deducted according to article 2. This remittance shall be sent along with a statement provided by the Solidarity Fund indicating the name and social insurance number of each employee as well as the amount deducted for each employee. The employer will send a copy of the monthly remittance to the designated representative of the certified Union.

Signed _____ this _____ day of _____ 2009

FOR THE COMPAGNY:

FOR THE UNION:

LETTER OF AGREEMENT NO. 3

IAMAW PENSION PLAN

BETWEEN: CARA – AIR CANADA CAFETERIA

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AÉROSPACE WORKERS
Represented by Transportation District 140**

The employer agrees to take the necessary steps to ensure that the Union-Management IAMAW Pension Plan covers the employees.

Effective February 1st, 2008, the employer will contribute to the Union-Management IAMAW Pension Plan by paying \$0.10/h worked or *paid for each employee covered by this collective agreement.

*Paid means: that the employee is paid either by the Insurance Group, the *Commission de la santé et de la sécurité du travail du Québec (CSST)* or the *Société de l'assurance automobile du Québec (SAAQ)*.

Signed _____ this _____ day of _____ 2009

FOR THE COMPAGNY:

FOR THE UNION: