

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, DISTRICT LODGE 140, LOCAL 2797**

**EFFECTIVE: May 16, 2009**

**EXPIRY: May 15, 2012**

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This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**BETWEEN**

**Cara Operations Limited  
Airline Services Division,  
operating the Cara Flight Kitchen at  
the Halifax International Airport,**

**(hereinafter referred to as "the Company")**

**- and -**

**International Association of Machinists  
and Aerospace Workers, Distric Lodge 140, Local Lodge 2797**

**(hereinafter referred to as "the Union")**

**ARTICLE 1 - RECOGNITION**

1.01 The Company recognises the International Association of Machinists and Aerospace Workers, Local Lodge 2797, District Lodge 140 and its committee of representatives as the sole bargaining agent for those employees listed in Schedule "A"; who belong to the bargaining unit according to the certification order issued to the Union on the 15th of February 1991 by the Labour Relations Board of Nova Scotia.

1.02 For the purpose of the present Collective Labour Agreement, the masculine gender includes the feminine gender and vice-versa.

1.03 Management personnel shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Collective Agreement, except in the event of an emergency or unforeseen circumstances beyond the control of the Company.

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The Union acknowledges that it is the exclusive function of the Company to:

- a) Operate and manage its business and direct the work force in accordance with its commitments and responsibilities;
- b) select, hire, transfer, promote, classify or lay off employees or to suspend, discharge or demote an employee for cause;

- c) maintain order, discipline and efficiency;
- d) establish standards and schedules of operations.

The Company recognizes that it must exercise its rights or authority in conformity with the dispositions of the present Collective Labour Agreement and is subject to the grievance procedure.

2.02 The Union recognizes the Company's right to establish, modify or repeal any reasonable rule to be followed by the employees. However, the said rules may not conflict with the terms of the present collective agreement. The Union must be notified in writing of the said rules which must be posted where the employees can see them for as long as they are in force. The Union may request a meeting with the Employer to discuss the bulletin.

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

3.01 a) For the duration of the present collective Agreement, the Company agrees to the mandatory withholding of Union dues for all employees covered by the present collective agreement; therefore, the Company agrees to deduct at source the regular monthly dues in accordance with the constitution of the I.A.M. & A.W., and by-laws of Local Lodge 2797.

b) In the case of new employees, the first deduction will take place only after a complete pay period has elapsed.

3.02 The Company shall remit the said deductions to the financial secretary of District Lodge 140 of the International Association of Machinists and Aerospace Workers on the tenth day of each month following such deductions and shall remit at the same time a list of the members from whom such deductions have been made. The remittance shall be made by cheque.

3.03 It is understood by the parties that the Union shall hold the Company free and clear of all responsibilities arising out of the application of the present article or the institution of legal proceedings by an employee in respect thereof.

### **ARTICLE 4 - STRIKES AND LOCKOUTS**

4.01 During the term of this agreement, there will be no strike, walkout, stoppage of work, concerted quitting of jobs, slowdown, picketing or any other interference with the operations of the Company on the part of the Union, or any member of the bargaining unit, and there will be no lockout on the part of the Company.

## **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Company recognizes a Union negotiating committee of four (4) employees. Each member of this committee must have at least six (6) months of seniority with the Company.

5.02 The Company recognizes that the Union has the right to elect or otherwise appoint six (6) shop stewards to represent the employees of the Company. One of the shop stewards shall be a chairperson. The Company agrees that at meetings between the Union and the Company, the chairperson and the shop steward handling the grievance will attend such meetings. If the Company has more than two persons in attendance, then the Union shall have an equal number. The Union may request that the Local Lodge President and or the General Chairperson be present at such meetings.

5.03 At the first of every year the Recording Secretary of Local Lodge 2797 shall notify the Company, in writing, of the Union's Executive Board, Chief Shop Steward, Safety Representative, shop stewards, Committee Representatives (negotiating committee) and General Chairperson , where applicable.

5.04 The shop stewards may ask the General Chairperson of the Union to attend such meetings with management of the Company. The Company will release the shop stewards prior to meetings with management in order to meet with the General Chairperson. Shop stewards shall not leave their regular duties during working hours without first obtaining permission of his immediate supervisor, or in his absence, the manager. Employees shall not be disturbed in the performance of their assigned duties for the purpose of being interviewed by a steward.

5.05 When an employee who is a member of the negotiating committee attends bargaining with the Company and loses a scheduled day off as a consequence, the Company shall substitute another day off within fourteen (14) calendar days.

5.06 The Company shall not discriminate against any employee, shop steward, union Executive Members, Safety Representative or any other Union representative who from time to time has to represent other employees.

5.07 A shop steward or any member of the Union Executive is a representative of the Union when dealing with the Company unless he specifically states that he is unable to act as such in a particular situation.

5.08 A union representative or fellow co-worker must be present when an employee is required to make statements on matters affecting the Collective Agreement, Company Policy, working rules, compensation, accidents or incidents from which employee discipline may arise.

5.09 The Company shall hold monthly meetings with the Employee Safety Representative and Committee members, in the first week of every month. It is agreed that the Company will give reasonable time off work with pay to any Safety representative who requires time to complete their investigation and attend joint Union/Company meetings.

**ARTICLE 6 - GRIEVANCE PROCEDURE**

A grievance is defined as a disagreement or difference with respect to the interpretation, application, or alleged violation of the Collective Agreement.

Personal Grievance: A personal grievance is defined when an employee, or group of employees believe his or their rights have been violated or breached.

Policy grievance: A policy grievance is defined when the Union believes that matters of interpretation and or application have been violated or breached by the Company.

6.01 Complaint: This step is verbal and without precedent. A complaint will be taken up before filing a grievance by the employee or shop steward with the Company with the intent to promptly resolve the outstanding matter.

6.02 The parties agree that the grievance or complaint must be presented and resolved as promptly as possible and normally during working hours.

6.03 The grievance procedure is as follows:

**STEP ONE**

- a) The grievor, or shop steward, who believe that a violation or breach of the Collective Agreement has taken place, must present the grievance to the Manager within (5) five working days following the incident giving rise to the grievance.
- b) The manager must render his decision within five (5) working days following the receipt of the grievance.

**STEP TWO**

If the manager's decision is not satisfactory to the grievor, Chief Shop Steward or Union representative, the matter will be reviewed by the Manager and the General Chairperson who shall meet to discuss the grievance within a timely fashion. It is agreed that their meeting must be held within (10) ten working days from date of the last response.

- 6.04 a) If the Company does not give its answer at any of the steps within the said time frame and if the parties do not agree to extend the times as stated in the article 6.09, then the delay at the next step no longer applies to the Union.
- b) If the Union neglects to pursue the grievance within the agreed delays, the grievance is considered as being abandoned. All under reserve of the above paragraph.

6.05 Each time the management questions the complainant during the study of a written grievance, the complainant shall be accompanied by a member of the grievance committee. Management must not attempt to settle the grievance at step two without the presence of the grievance committee member.

6.06 The Union can submit a grievance in writing at Step Two provided it does so within the delay stipulated in Article 6.03 and provided the grievance deals with a Union right or is a collective or group grievance. The Company can submit a grievance at Step Two within the same delay stipulated in article 6.03.

6.07 An employee who believes he has been wronged can, after obtaining permission from his supervisor, leave his regular work without loss of pay in order to meet with his Union delegate. The supervisor's permission shall not be unduly withheld. The employee shall return to his work as promptly as possible.

6.08 Any time limits outlined in this Article may be extended by mutual agreement of the parties in writing.

## **ARTICLE 7 - ARBITRATION**

7.01 If the management's decision is not satisfactory to the Union or if the decision is not rendered within the delay stipulated in Article 6.03, the Union can submit the grievance to arbitration provided it does so by sending a written notice to the Company within fifteen (15) calendar days following the management's decision or the end of the delay it had to render its decision.

If the grievance is to be heard in arbitration, the Union will indicate in its notice the names among which it suggests the arbitrator be chosen.

Should the parties fail to agree on the choice of the arbitrator, the Union shall appeal to the Minister of Labour so that an arbitrator may be named.

The decision of the arbitrator shall be final and binding for all parties involved.

7.02 In the event that the discharge of an employee becomes the subject matter of a grievance which is referred to an Arbitrator, it is understood that the

Arbitrator shall have the authority to reinstate the employee with or without compensation for wages lost, or with or without loss of seniority, or to make any other finding which the Arbitrator considers just, in the event that he decides that there has been a violation of this Agreement by the Company.

7.03 No case shall be submitted to arbitration without having proceeded through all the steps required by the grievance procedure.

7.04 The parties shall jointly share the cost of the arbitrator.

7.05 The decision of the Arbitrator shall be final and binding on both parties. It is agreed that the Arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor shall he have authority to add to or amend any of the terms of this Agreement.

### **ARTICLE 8 - SENIORITY**

8.01 An employee will be considered on probation for a period of (475) four hundred and seventy five hours worked and upon completion of the probationary period, he shall be placed on the seniority list. The seniority of an employee shall be calculated from the first day worked.

8.02 A new seniority list for all employees in each unit (Flight Kitchen/Trucking and Commissary) covered under this Collective Agreement shall be posted every six (6) months, with a copy provided to the Union. A separate seniority list will be established for part time employees for each unit. An employee may appeal or challenge their seniority when they become aware of the posting, and it will be reviewed jointly by the Company and the Union. If an employee does not challenge or appeal their seniority within thirty (30) days of the posting or becoming aware of the posting, then their seniority shall be deemed to be correct and to have proper standing. Seniority lists will be posted on March 15<sup>th</sup> and September 15<sup>th</sup> of each year.

A separate seniority list will be established for part time employees for each unit.

The seniority list shall cover:

1. Company seniority (shall mean the length of service with the Company since date of hire).
2. Classification Seniority (shall mean the length of service an employee earns after the date of entry into a classification).

Seniority shall govern the following:

Company Seniority: a) vacation entitlement  
b) any other matter agreed between the parties or covered by company policy.

Classification Seniority: a) layoff due to a reduction in forces.  
b) recall following layoff.

- c) displacement rights
- d) any other matter agreed between the parties.

8.03 In selecting employees for promotion, the Company will consider Company seniority, job performance and ability for the vacant position. However, when all factors are equal, Company seniority shall be the deciding factor. There shall be a trial period of two (2) weeks for familiarity purposes. Unsuccessful candidates will be informed of the decision in writing stating the reasons why.

8.04 An employee shall lose seniority and his employment if he or she:

- a) voluntarily quits;
- b) is discharged and not reinstated through the grievance or arbitration procedures;
- c) is laid off for a period in excess of thirty six (36) months;
- d) upon recall, fails to notify the Company of his intention to return to work within three (3) days after the date that the notice of recall is sent by telegram to him or fails to report to work within one (1) week after the date when the notice of recall has been sent by the Company. It is understood that if an employee is unable to comply with the terms of this article as a result of a proven illness or injury, he shall not lose his seniority.
- e) is unable to work for a period exceeding thirty-six (36) months because of proven illness or injury. The Company reserves the right to request a satisfactory medical certificate for proof of illness or injury;
- f) overstays an authorized leave of absence, unless a reason satisfactory to the Company is provided;
- g) is absent from work for three (3) consecutive working days unless a reason satisfactory to the Company is provided;
- h) fails to obtain a Transport Canada security clearance if required as a condition of employment.

8.05 When a permanent vacancy occurs for any classification (other than kitchen help) a notice of the vacancy shall be posted for ten (10) calendar days. A copy of the notice shall be given to the Union at the time of posting. Employees may apply in writing to fill such vacancy. The selection will be made by the Company in accordance with the terms of this agreement. If the vacancy is not filled within the next

four (4) weeks, it shall be reposted. All promotions shall receive top job rate.

8.06 Should an employee who transfers to a department where he is required to have a Transport Canada security clearance and should he be unsuccessful in obtaining a clearance he shall return to his former position.

8.07 In the unlikely event two or more employees commence service with the Company on the same date, and in the same classification, the following procedure will be utilized to determine their seniority.

Determining seniority will be accomplished by using the "random selection" process. A Company and Union official will be present when the employee names are drawn; the first name drawn will be recorded as the senior employee, and so on until all employee names have been drawn and recorded.

8.08 a) It is recognized for the purposes of layoff or recall, the Company accepts that the seniority as outlined above will be the guiding factor so long as the Company, in recognizing seniority, is always able to maintain a working force of employees who are able to perform the work required. When recalling employees to work after lay off, they shall be re-called in reverse order of seniority in which they were laid off.

b) In the event of curtailment of operations or reduction of work within a classification, the last employee to enter this classification shall be the first laid off and similarly the last employee laid off or bumping to the lower classification because of his seniority shall be the first one recalled. An employee shall be entitled to exercise his/her seniority by bumping into a lower rated classification in the event of a layoff at which time he/she shall receive the applicable rate of pay for that classification.

c) Should a layoff be necessary, full-time employees shall be entitled to become part-time employees prior to being laid-off. Such employees shall have seniority rights over classified part-time employees regardless of length of service.

d) In the event that the Company deems it necessary to fill a vacancy on a shift, the Company may transfer a qualified employee to that classification at the applicable classification rate of pay. The Company has the right to transfer qualified employees until the necessary complement is reached.

e) When an employee is transferred permanently from one unit to another unit, subject to his or her ability to perform the normal work required by management, his/her seniority shall also be transferred.

8.09 In case of layoffs, the Company agrees to abide by the Nova Scotia Labour Standards Code.

8.10 Employees presently employed transferring at the opening of the Trucking/Commissary unit shall maintain their seniority. Should unforeseen circumstances occur leading to the discontinuation or the reduction of the Trucking/Commissary unit, they will be given the opportunity by seniority to return to their previous positions in their former unit which they held prior to the opening or expansion of the Trucking/Commissary unit.

8.11 All employees shall receive proper training for all the work that pertains to their classification. It is agreed by the parties that within 30 days of ratification, a meeting will be held to discuss proper and reasonable time frames for all training assignments.

## **ARTICLE 9 - LEAVE OF ABSENCE**

9.01 Employees may be granted a leave of absence without loss of seniority. Permission to obtain a leave of absence must be requested in writing and the Company must confirm the granting of a leave of absence in writing. A copy of the confirmation shall be sent to the shop steward of the Union. The granting of a leave of absence will not be unreasonably withheld when the request for leave constitutes a valid circumstance.

9.02 The Company shall grant pregnancy leave, subject to the fact that it may require the employee to commence leave following three (3) months after the commencement of the pregnancy and provided further that the employee concerned returns to work not later than six (6) months following termination of the pregnancy. The seniority of any employee affected by this clause shall accumulate until the employee returns to work. Extensions may be granted if required to be under a doctor's care.

9.03 (a) Union representatives, up to a maximum of four (4) will be granted a leave without pay in order to attend Union conventions, official training courses and other functions of an official nature.

(b) The Union shall notify the Company four (4) weeks before the date of the leave. In the event of a conflict with vacations the Company shall discuss this with the Union prior to granting the leave. The Company shall not withhold leave unnecessarily. The Company shall grant an employee who is awarded a position with the Union, an unpaid leave of absence for a period of 4 (four) years. During this time, the employee's seniority will continue to accrue. The employee benefit coverage does not apply.

(c) Any employee who is granted a leave of absence shall be responsible to maintain his/her regular monthly union dues payment for such period of time. Should the employee not submit the dues to Local 2797, he/she shall be deducted at the rate of one month per pay on his/her return until all monies owed are paid in full.

9.04 The Company shall grant paternity leave in accordance with provincial legislation. Seniority shall continue to accumulate during this leave.

The Company will agree to grant up to (14) fourteen days off work without pay to an employee for the purposes of helping a spouse with a child.

**ARTICLE 10 - JURY DUTY**

10.01 When a regular employee is called upon to sit on a jury during his regular working hours, the period of his absence from work shall be paid at the regular rate, minus his juror's allowance, provided however he is absent from work only for the period necessary to perform his duty.

10.02 If such employee is scheduled to work on a night shift which ends immediately before his appearance in court as juror, he shall be excused from his shift for that night. If the employee is scheduled on an afternoon shift, and his duty as juror extends in the afternoon, he shall be excused from his shift on that afternoon. In both these cases he will receive the difference between his regular pay and his allowance as a juror.

**ARTICLE 11 - BULLETIN BOARD**

11.01 The Union shall have the privilege of posting notices of interest to the employees on an exclusive bulletin board supplied by the Company, provided the notice has been given to the manager prior to its posting.

**ARTICLE 12 - MEDICAL EXAMINATIONS**

12.01 It is recognized that all employees may be required, in order to comply with the laws or in order to comply with rules and regulations of the Company, to submit to medical examinations. Any such examination shall be carried out by the medical practitioner designated by the Company and it is recognized that the Company shall have the right to obtain a copy of any medical report relating to such examination.

12.02 It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged for by the Company. Employees will not be asked to attend for medical examinations on their days off.

12.03 In the event that an employee disputes the findings of the medical practitioner, the employee has the right, at his own expense, to obtain a medical report from his own personal physician. Under these circumstances, the Company shall consider this further medical report for consideration of the case and re-examination of the employee concerned. If there is a basic conflict in the conclusions of the two

medical reports, then the Company shall, at its expense, have the employee concerned examined by a third doctor whose report shall be final and binding.

12.04 In the case of an employee relieved of his duties for the reasons set forth in the present article, should he at a subsequent date, obtain a certificate attesting that he is fit to return to work, he shall then be reinstated in his job without losing his rights of seniority.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

13.01 For purposes of this article, the following definition shall apply:

A "Calendar Week" is the period commencing at 00.01 hours on a Monday and finishing at 23.59 hours on the following Sunday.

13.02 a) The normal hours of work in any calendar week shall consist of forty (40) hours, made up of five (5) shifts, each consisting of eight (8) consecutive hours. It is understood that this does not guarantee to provide any hours of work per day or per week. The Company shall schedule the maximum number of 40 hour shifts before scheduling part-time shifts. During the period between May 1<sup>st</sup> and September 15<sup>th</sup> of each year, the Company will be permitted to establish a part time compliment equal to the number of employees who are allowed to go on vacation, without the maximization of hours.

b) The definition of permanent part-time employees is as follows:

- i) A permanent part-time employee shall be an employee scheduled 24 hours or less per week.
- ii) Permanent part-time employees shall not be scheduled for more than three (3) shifts while full-time employees are on lay-off.
- iii) Before any permanent part-time employees are transferred to full-time status, the Company shall recall any full-time employees that are on lay-off.
- iv) Joint monitoring committee to be established after the date of ratification.

c) Permanent part-time employees who are not on a full schedule shall be given extra hours in order of seniority only after full-time employees that have missed hours are given the extra hours.

Promotion of employees to a full schedule shall be in order of seniority.

13.03 a) Work schedules shall be prepared similar to the attached Schedule "C". Employees will be scheduled in order of seniority, any change in the schedule shall be in order of seniority.

b) The Company shall post the work schedule each twenty-eight (28) days. A copy shall be given to the Union at the time of posting. Should there be any need for changes after posting, the employees scheduled days off shall not be changed unless a notice of seventy-two (72) hours is given and the union shall receive a copy of such changes. Employees and the Company shall adhere to the posted work schedule unless there has been a mutual agreement between the Company and the employee to deviate from the schedule.

c) All employees shall be scheduled a minimum of 7 1/2 hours off between shifts. Emergency changes to business activity or employee requests for shift exchanges may result in less than 7½ hours between shifts.

d) Employees can exercise Article 13.03 (b) where it requires "mutual agreement".

13.04 Employees on an eight (8) hour shift, shall be granted two (2) ten (10) minute rest periods with pay, one of which shall normally be taken in the first half and the other in the second half of the shift.

13.05 Employees who work more than four (4) hours in any work day shall be granted a meal period of thirty (30) minutes duration at a time determined by the Company to be consistent with efficient operations.

13.06 Any employee who reports for work at his scheduled starting time without having been told previously not to so report, shall be paid for four (4) hours at straight time, even if no work is available.

13.07 Should an employee have to work through the meal period, he will be given another period at a later time within his shift or he shall be permitted to leave early without loss of earnings.

13.08 Where it is necessary for overtime work to be performed and also necessary to contact employees on a scheduled day off, the following procedure will apply. Employees are required to indicate their availability in the Company overtime log book. Overtime will then be offered to the employees normally performing the work who have indicated their availability in order of seniority. If sufficient volunteers cannot be obtained in that manner, the Company will require qualified employees to perform the work, beginning with employees with the least seniority until the necessary complement is reached.

13.09 In the event an employee is required to work overtime for one hour or more in a work day, he shall receive an additional ten minutes rest period with pay.

13.10 Overtime at the rate of time and one half (1 1/2) an employee's regular hourly rate shall be paid for hours worked in excess of forty (40) hours in any Calendar Week, or eight (8) hours in any day (excluding sick leave). An employee shall be paid at a rate of double his regular hourly rate for hours worked in excess of forty-eight (48) hours in any week. All overtime work must be authorized by the Company.

13.11 All work on the employee's first scheduled day off shall be paid at time and one half and double time for all work performed on the 2nd and/or 3rd scheduled day off.

13.12 All work on a statutory holiday shall be paid at the rate of time and one half (1 1/2) for all hours worked.

13.13 An employee recalled to work after his regular hours shall be guaranteed a minimum of four (4) hours work at the applicable overtime rate.

13.14 Employees working beyond their scheduled hours shall be paid for all time worked.

13.15 For the purposes of this Agreement, Articles 10, 13.11, 16.06, 16.07 and Article 20 will not apply to newly hired part-time employees.

13.16 It is agreed by the parties, that an overtime register will be prepared. Employees wishing to work overtime shall place their name in this book and they will be called in rotation.

#### **ARTICLE 14 - DISCHARGE AND DISCIPLINE**

14.01 a) While it is recognized that the Company may discharge or otherwise discipline an employee for cause, an employee who has completed the probationary period, reserves the right to file a grievance.

b) The parties agree that an employee may be dismissed during their probationary period for reasons less serious than for a regular employee. The affected employee shall not be allowed to file grievance on the dismissal.

14.02 Any employee who is given notice of dismissal or discipline shall have the right to interview a Union steward for a reasonable period of time before leaving the premises of the Company.

14.03 The Company agrees that whenever an employee who has completed the probationary period is discharged, the employee concerned shall be given a written confirmation of the discharge and the reason therefore. This confirmation shall be given at the time of the discipline/discharge hearing.

14.04 Disciplinary notices shall be removed from the record of the employee after twelve months from the occurrence. Safety violations involving motor vehicle and aircraft incidents will remain on an employees file for eighteen months.

14.05 It is agreed and understood that, should an employee be found to have committed theft or fraud from the Company, its Customers, employees or supplier, the penalty imposed by the Company will be termination. Should an arbitrator make a finding of fact to this effect, the arbitrator in question shall have no jurisdiction to alter, vary, modify or rescind the discipline imposed by the Company.

14.06 The Company shall provide the Union with a copy of all correspondence given to the employees at the time of the issue.

#### **ARTICLE 15 - TRANSFERS AND UPGRADES**

15.01 If an employee is temporarily transferred from his regular job to a job having a higher rate of pay he shall be paid the rate of pay for the higher classification for all hours worked in the higher classification provided he works at least one (1) hour in such classification.

15.02 If an employee is temporarily transferred from his regular job to another job with a lower rate, then, the employee shall continue to receive his regular rate of pay.

15.03 The Company will endeavour, where possible to transfer or upgrade employees to a higher classification in accordance with Company seniority providing the employees possesses the skills necessary to perform the work required.

#### **ARTICLE 16 - VACATION**

16.01 Employees who have been employed less than one (1) year at anniversary date, shall be paid vacation pay equal to four percent (4%) of gross earnings as well as receiving a prorated vacation leave.

16.02 Employees who have completed one (1) year of service but less than five (5) years of service at anniversary date, shall be granted a two (2) week vacation with pay calculated at four percent (4%) of gross earnings.

16.03 Employees who have completed five (5) years but less than ten (10) years of service at anniversary date shall be granted three (3) weeks vacation with pay calculated at six percent (6%) of gross earnings.

16.04 Employees who have completed ten (10) years but less than fifteen (15) years of service at anniversary date shall be granted four (4) weeks with pay calculated at eight percent (8%) of gross earnings. From 15 years, one vacation day per year of service will be granted up to a maximum of 5 weeks.

16.05 Employees who have completed seventeen (17) years or more years of service at anniversary date shall be granted five (5) weeks with pay calculated at ten percent (10%) of gross earnings.

*Should Cara's corporate salaried policy with respect to vacation entitlement be increased to reflect 6 weeks vacation after 25 years of service, the company will agree to amend this agreement to reflect that increase.*

16.06 Vacation request forms will be issued on February 15 of each year and are to be returned no later than March 1 of each year. Employees who have preference for the time of their vacations shall make their preferences known to the Manager in writing by March 1st of each year. The company shall post the vacation schedule by April 1st of each year, and the vacation period of each employee shall be assigned at a time determined by the Company consistent with the Labour Agreement. When the preferences of two or more employees conflict, the employees with the longer seniority shall have first choice of vacation period, where considerations of operational efficiencies do not, in themselves, determine the assignment of the respective vacation periods. Disputes concerning vacation conflicts shall be resolved by April 15th of each year, and on that date a finalized vacation schedule for that year shall be posted.

Employees shall not be permitted to change their assigned vacations after April 15th where such a change would result in another employee having to change his vacation plans, unless the affected employee is willing to do so.

16.07 a) The peak period is from February 15<sup>th</sup> to April 30<sup>th</sup>. During this period 10% of the full-time staff by Company seniority will be allowed vacation at any one time.

b) Employees may choose to split their vacation, or if so desired, may elect to take their full entitlement at once, providing of course they qualify for the period they are requesting.

c) Employees will submit their choices for vacation by March 1st, of the vacation year. Dates will be granted based on seniority. All employees must submit vacation dates and take their vacation. It is in violation of the Employment Standards Act to work a full year without taking vacation.

If, for any reason, an employee cannot decide on vacation dates, then vacation time will be scheduled for him. All vacation schedules shall be completed and posted by April 1st.

**ARTICLE 17 - GENERAL HOLIDAYS**

17.01 All employees who are covered by the terms of this Agreement and who have completed the probationary period outlined herein, shall receive the following holidays with pay, subject to the conditions below:

- |                |                  |
|----------------|------------------|
| New Year's Day | Easter Sunday    |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Thanksgiving Day |
| Canada Day     | Christmas Day    |
| Boxing Day     | Labour Day       |

and Heritage Day (if it is proclaimed as a statutory holiday) by the provincial government and however it may be designated if it is proclaimed.

17.02 Holiday pay will be computed on the basis of the normally scheduled shift hours at an employee's regular straight time hourly rate of pay.

17.03 a) In order to qualify for holiday pay the employee must work his scheduled work days immediately preceding and immediately following the holiday concerned. If any employee is off work due to a verified illness the day prior or the day after a holiday, he/she shall receive holiday pay for that day. Employees receiving monies from Great West Life are not eligible to receive statutory holiday pay.

b) Statutory holiday pay for part-time employees shall be pro-rated as one paid holiday for each twenty (20) days worked. Full-time employees who elect to work part-time to avoid a layoff shall be entitled to maintain the above noted benefits except for the paid sick leave in Article 20.

17.04 Work performed on a holiday listed above shall be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate for all hours worked in addition to holiday pay.

17.05 If a holiday falls within an employee's vacation period, the Company shall grant either an extra day off at the time of the employee's vacation or pay the employee for the holiday, whichever is mutually acceptable.

17.06 If any of the above holidays fall on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay (the day to be determined by both parties), whichever is mutually acceptable.

17.07 If an employee is scheduled to work on a holiday and fails to report for work on the day of the holiday, he shall not receive any pay for the holiday.

**ARTICLE 18 - BEREAVEMENT AND COMPASSIONATE LEAVE**

18.01 An employee will be given full pay for his or her normally scheduled hours for up to three (3) days in the case of death in the immediate family. For the purpose of this Article, immediate family will be the following relatives; brother, sister, father, mother, step-parent, step-children, husband, wife, common-law spouse, son, daughter, mother-in-law, father-in-law, grandchild and grandparents. For a daughter-in-law and son-in-law, employees will be entitled to one (1) day off with pay in order to attend the funeral. For an Aunt or Uncle, employees will be entitled to one (1) day off without pay in order to attend the funeral.

**ARTICLE 19 - SHIFT PREMIUM**

19.01 An employee who is required to work between the hours of 00:01 and 07:00 will receive a shift premium of 40 cents per hour for all hours worked between the defined period.

**ARTICLE 20 - SICK BENEFITS**

20.01 The Company will provide a Weekly Indemnity Plan for all full-time non-probationary employees. The plan will provide a benefit level equivalent to sixty-six and two thirds (66 2/3) percent of an employee's weekly earnings not to exceed the Employment Insurance (EI) maximum. Coverage will apply from the first working day of absence due to an accident, the fourth working day of illness, for the first four (4) weeks. Employees will utilize EI sick benefits following the third (3<sup>rd</sup>) week for the next fifteen (15) weeks. After exhausting EI benefits the employee will return to Weekly Indemnity Insurance to a maximum of seventeen (17) weeks. The company shall pay the premium for Weekly Indemnity Insurance.

NOTE: The parties also agree to monitor the impact of this change and will meet to discuss problems or issues surrounding the new amendments.

20.02 a) Full time employees who have completed their probationary period may use up to (4) four sick pay allowance days per year in case of illness. A year shall be defined as the (12) month period from April 1 to March 31 in any year. There will be no accumulation of sick pay allowance days from year to year.

b) Sick pay allowance days for subsequent years will be pro rated on the following basis: three months worked - one day, 6 months worked-2 days, 9 months worked-3 days and 12 months worked - 4 days. Work missed due to illness will be credited as time worked.

20.03 a) Sick pay allowance will be paid at the rate of sixty-six and two thirds (66 2/3) percent their normal straight time earnings.

b) The parties agree to work towards reducing absenteeism at the Halifax Flight Kitchen and Commissary. The joint Union/Management committee will establish the norm and set targets.

20.04 The Company will provide a group insurance plan as described in Schedule B attached, and the premium will be paid by the company.

## **ARTICLE 21 - HEALTH AND SAFETY**

21.01 The Company agrees to make every reasonable provision for the safety and health of the employees. Dangerous practices and devices will be reported to the management and management will take the necessary precautions to eliminate all hazards.

21.02 A safety committee shall be established. The Union shall appoint four (4) members from the Flight Kitchen and two (2) from Commissary / Trucking. The safety committee shall hold one meeting per month. Employees attending the safety meeting shall receive their regular pay for all time in attendance at meetings and investigating safety matters.

21.03 Employees shall be reimbursed for the purchase of Company approved safety footwear to a maximum of **ninety dollars (\$90.00)** per year. Employees must present both the receipt and the new safety footwear to the Company in order to receive reimbursement. Such footwear is a condition of employment and must be worn at all times while on duty and shall remain on Company's premises. New employees shall purchase their own safety footwear and upon completion of the probationary period will be reimbursed by the Company upon presentation of the receipt up to a maximum of **ninety dollars (\$90.00)**. Only C.S.A. approved footwear is eligible for reimbursement. Employees working primarily outdoors or in the area of the dishwasher will be permitted to request additional shoe allowance and it would be the sole discretion of the Company that such requests will not be unreasonable denied. Effective May 16, 2010, amend boot allowance from **ninety dollars (\$90.00)** to **one hundred dollars (\$100.00)**.

21.04 An employee who is injured at work is paid for the remainder of his shift and if, as a result of the said injury, the employee is sent to the hospital, the Company provides him with the means of transportation he may need on that day.

**21.05 Eligible designated employees will be entitled to a custom hearing protection allowance of eighty dollars (\$80.00) once per the term of the Collective Agreement as determined by the Company's hearing test specialist on site.**

## **ARTICLE 22 - UNIFORMS**

22.01 a) The Company will supply uniforms to each employee. The Company shall assume the cost of cleaning and maintaining the said uniforms and special clothing.

b) The uniforms shall include plastic aprons for dishwashing and pot cleaning.

c) Where job functions require rainwear, parkas, spring and fall jackets they will be supplied by the Company providing the employees return the original issue.

d) The Company will provide 3 parkas (S.M.LXL.) for those employees in the Flight Kitchens that may need to go into cold areas.

## **ARTICLE 23 - GENERAL**

23.01 During the meal period, each employee will be granted a regular meal to consist of meat/ fish/ poultry, potato and vegetable, dessert and beverage. \_Employees through payroll deduction will pay (\$.70) seventy cents per shift towards the cost of the meal and beverages.

23.02 There shall be no pyramiding of overtime premiums or other benefits as provided for in this agreement.

23.03 It is agreed that with respect to Article 21.03, any employee who states that he is unable to wear safety shoes or other clothing must provide to the Company a diagnosis and recommendation from a fully qualified medical specialist to be exempt from this provision.

23.04 It is mutually agreed between the parties that no employee shall be required to continue working when there is inadequate lighting within the working area.

23.05 The Union will supply each employee with a copy of the labour agreement and the Company will share the cost.

23.06 The Company shall supply each employee with a lock and locker for their uniform and personal effects. No representative of the Company shall have the authority to open the lockers without the employee or the Union steward present.

## **ARTICLE 24 - SCHEDULES**

24.01 Schedule "A" Wage rates and job classifications shall form part of this Agreement.

24.02 Attached hereto and forming part of the Agreement is Schedule "B" which sets forth the Group Insurance Plan.

**ARTICLE 25 - PAST AGREEMENTS**

25.01 The parties agree that this agreement constitutes the entire agreement between them and that all previous agreements or practices, supplementary agreements, letters of intent, understanding etc., whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, employees benefits and wages are limited exclusively to those specifically stated in this Agreement.

**ARTICLE 26 – OVERTIME BANKING**

26.01 A full time employee working overtime may bank overtime of at least four (4) overtime hours up to a maximum of seventy-five (75) regular hours. **In addition, an employee will have the option of banking their statutory holiday hours.** The full time employee will be permitted to use the hours in his overtime bank at a time that is mutually agreeable between the company and the employee. It is understood that employee requests for vacation shall have preference over employees wanting to use the hours in their overtime bank. Providing employees give the company 30 days of notice, requests for use of banked hours shall be granted by management on the basis of seniority wherever possible. Within 30 days, if management sees fit to provide for use of banked hours, it shall be granted on a first come, first serve basis wherever possible.

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

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

**ARTICLE 27 – SEVERANCE PAY**

27.01 In the event of a permanent closure and cease in operations of the Halifax Flight Kitchen, employees shall be entitled to severance pay as follows:

Employees with greater than 5 years of continuous service at the kitchen and commissary shall be entitled to 2 days per year of service, up to a maximum of 30 days. The amount of pay for each day received shall be calculated using the employees regular rate of pay for the average number of hours worked per day in the 8 weeks preceding the closure.

**ARTICLE 28 - DURATION**

28.01 **This Agreement shall remain in full force and effect from May 16<sup>th</sup>, 2009 until May 15<sup>th</sup>, 2012.** Until either party notifies the other party in writing during a period of not more than ninety (90) days and not less than thirty (30) days of any succeeding anniversary date of its desire to terminate or amend the Agreement, then it shall continue in full force and effect from year to year thereafter.

28.02 Any provision of this Collective Agreement which is superseded by provincial or federal legislation shall not alter or cancel the other provisions of this Collective Agreement.

28.03 In entering into this collective agreement the parties hereto recognize that compliance with the terms and conditions of the Agreement are essential.

28.04 In the event that the Company changes ownership, merges, with another Company or changes its corporate identity, this Collective Agreement will remain in full force and effect and the certification issued by the Province of Nova Scotia – Labour Relations Board then in effect shall not be affected in any way except as otherwise governed or directed by the Board.

**Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_ 2010.**

**FOR THE COMPANY**

**FOR THE UNION**

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**SCHEDULE "A**

**WAGE RATES AND JOB CLASSIFICATIONS**

**CURRENT EMPLOYEES ON THE PAYROLL AS OF THE DATE OF RATIFICATION WILL BE COMPENSATED AS FOLLOWS:**

<b>Classification</b>	<b>16-May-09</b>	<b>16-May-10</b>	<b>16-May-11</b>
Sous Chef	\$15.81	\$16.13	\$16.57
First Cook	\$15.10	\$15.40	\$15.82
General Cook	\$14.43	\$14.72	\$15.12
Baker	\$14.43	\$14.72	\$15.12
Assistant Baker	\$13.74	\$14.01	\$14.40
Leadhand	\$14.43	\$14.72	\$15.12
Final Assembler	\$14.71	\$15.00	\$15.41
Cleaner	\$14.43	\$14.72	\$15.12
Potwasher	\$13.78	\$14.06	\$14.45
Kitchen Help	\$13.48	\$13.75	\$14.13
Storekeeper	\$14.72	\$15.01	\$15.42
Truck Driver	\$16.26	\$16.59	\$17.05
Bond Builder	\$16.63	\$16.96	\$17.43
Leadhand Driver	\$17.83	\$18.19	\$18.69
Commissary Warehouse	\$17.83	\$18.19	\$18.69

**NEW HIRES**

Employees hired after date of ratification shall be remunerated on the following basis:

- a) The start rate will be \$3.00 less than the job rate.
- b) They shall receive increments of \$0.50 cents per hour every six (6) months until they reach the job rate.

**\*\*Note:** Leadhand Driver will take on the responsibility of scheduling and plot design as well as the day to day running of the operation

## **SCHEDULE "B"**

### **GROUP INSURANCE PLAN**

#### **Eligibility for Benefits**

All employees who work regularly 24 hours or more per week and who have completed six months of continuous employment with the Company.

#### **Life Insurance**

In the event of death of an employee prior to age 65, \$20,000 will be paid to the employee's designated beneficiary or estate.

#### **Accidental Death and Dismemberment Insurance**

In the event that an employee dies within 365 days as a result of injury sustained in an accident, an additional \$20,000 will be paid to the employee's designated beneficiary or estate. Payment may be made to an employee who suffers dismemberment due to injury. The amount of payment varies in accordance with the injury.

#### **Medicare Supplement Plan**

This benefit provides an employee and insured dependents with important and necessary hospital and medical services and supplies that are not incorporated in the Provincial hospital and Medicare plans. After a deductible of \$10.00 per individual with a maximum of \$20.00 per family calendar year has been satisfied, the insurer will pay 100% of eligible expenses as follows:

1. Prescription drugs and medicines.
2. Prescribed private duty nursing care by a registered graduate nurse.
3. Local ambulance services (not covered by Provincial insurance).
4. Emergency out-of-country or out-of-province hospital and medical expenses (up to the limitations of the plan).
5. Plus many other services and supplies not provided by Provincial insurance.
6. Physiotherapy – Maximum benefit entitlement for visits to a physiotherapist of \$25.00.

## **Semi-Private Hospital Insurance**

Pays 100% of the difference in cost between semi-private room and standard ward level coverage which is paid for by Provincial health insurance for as long as hospital confinement is medically required.

## **The Dental Plan**

Employees and their insured dependants will be provided with a dental plan as follows:

100% of the current years' applicable Provincial Dental Association Fee Schedule for the following services prescribed by a dentist.

- Diagnosis services such as examination and X-rays (twice in a calendar year).
- Preventive services such as cleaning and scaling of teeth and topical fluoride application (twice in a calendar year).
- Extractions and fillings.
- Periodontal (treatment of gums).
- Oral surgery.
- Space maintainers for missing primary teeth and habit breaking appliances
- Endodontics (root canal therapy).
- 50% of coverage for orthodontic services.

50% of the current years' Provincial fee Schedule for restoration services such as:

- Crowns, inlays, bridges, dentures.
- Repair or replacement of bridges or dentures.
- Certain procedures involving the use of gold.
- Eligibility for replacement services is after 12 months enrolment in the plan. The plan will reimburse an employee for 50% of the cost of replacement of bridges or dentures, but only once every five years.

Each person covered under this plan is eligible to receive up to \$2,000.00 in benefits per calendar year.

## **Vision care Expenses Insurance**

If a covered person (an insured person or an insured dependent) incurs expenses for necessary contact lenses or eyeglass lenses which are prescribed by a licensed physician or optometrist for the correction of impaired vision and frames for eyeglass lenses, Great West Life will pay to the Insured person the reasonable charges incurred for such expenses, up to the maximum benefit for you or your spouse is \$150.00 during any two consecutive years and \$150.00 for each dependent child any one calendar year. Effective November 30, 2011, increase benefit from \$150.00 to \$200.00 every two years.

### **Eye examinations by a licensed optometrist limited to \$50.00 every two years.**

*In the event that Cara's corporate salaried policy is changed to reflect an increase in the maximum benefit to \$200.00, the Halifax Flight Kitchen agreement will be changed to reflect this increase. Effective November 30, 2011, increase benefit from \$50.00 to \$80.00 every two years.*

## **Limitation of Coverage**

No benefit will be paid

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

## **Co-ordination of benefits**

If a covered person is entitled to benefits under this provision and under any other plan with respect to the same expense, Great West Life will reduce the amount payable under all plans does not exceed the expenses incurred by the covered person.

## **Claims**

For benefits to become payable, written notice and proof satisfactory to Great West Life of the incurring of an expense for which benefits are claimed hereunder must be

received by Great West Life not later than 90 days following the end of the calendar year in which the expense was incurred.

Proof satisfactory to Great West Life may be required to verify statements made to establish insurability.

Great West Life, in its discretion and to the extent permitted by law, may pay another person on behalf of the insured person.

No action or proceeding under this policy may be commence against Great West Life within sixty days nor after one year from the expiration of the time when proof of claim is required hereunder.

This material is intended only to provide a description of the benefit coverage. The contract between the Company and its insurer will determine the eligibility and payment of benefit claim.

**SCHEDULE "C"**

The Company shall schedule employees according to business requirements. The Company will try to maintain the rotation of days off in the schedule for the most senior employees providing production and efficiency is continued.

**EXAMPLE OF SCHEDULE FORMAT**

		1	2	3	4	5	6
EMPLOYEE NAME	SENIORITY DATE						
A	1/1/79						
B	1/1/80						
C	1/1/81						
D	1/1/82						

## **SCHEDULE "D"**

### **R.R.S.P.**

Employer will contribute to an R.R.S.P. Fund for each employee who has completed his / her probationary period. Bi-weekly contributions will be for **all hours** worked plus a matching contribution from employee at the rate of:

- **Effective May 16, 2009: \$0.35**
- **Effective May 16, 2010: \$0.35**
- **Effective May 16, 2011: \$0.45**

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT LODGE 140, LOCAL 2797**

During the 1997 round of Collective bargaining, the parties, Cara Operations of Halifax, and the International Association of Machinists and Aerospace Workers, District Lodge 140, Local Lodge 2797, agreed to the following named Arbitrators (re clause 7.01)

1. **Bruce S. Outhouse**
2. **Lorne MacDougall**

Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
DISTRICT LODGE 140, LOCAL 2797**

**Definitions:**

**Gender:** For the purpose of the present Collective Agreement, the masculine gender includes the feminine gender and vice-versa.

**Calendar Day:** Is a 24 hour day commencing at 00:01 to 23:59.

**Calendar Week:** Is a 7 day week commencing 00:01 Monday including 23:59 Sunday.

**Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, DISTRICT LODGE 140, LOCAL  
2797**

The shift change policy currently in effect shall be maintained for the duration of this collective agreement. **NOTE: The percentage of shifts to be worked has been reduced to 75%.**

**Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**FOR THE COMPANY**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, DISTRICT 140, LOCAL 2797**

**PERFORMANCE EVALUATIONS**

The parties agree and acknowledge that annual performance evaluations are an important tool in the development of our people. It is equally agreed and understood that the results of the performance evaluation will not be used for disciplinary purposes and that this process is confidential and intended to encourage open dialogue between the employee and his / her manager.

**Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**FOR THE COMPANY**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**CARA OPERATIONS LIMITED**

**(Airline Services Division, Halifax)**

**- and -**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, DISTRICT 140, LOCAL 2797**

**Shift Cancellation**

Should the Company fail to notify an employee of a shift cancellation before 7:00 p.m. of the previous day, the employee shall report to work as scheduled. This only applies to shifts that start between 5 am and 7 am (as agreed to in Union / Management meeting).

**Signed at Halifax, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**FOR THE COMPANY**

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**FOR THE UNION**

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