



COLLECTIVE AGREEMENT #1

BETWEEN

**WORLDWIDE FLIGHT SERVICES INC.
(The “Company”)**

- AND -

UNITED STEELWORKERS
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and
Service Workers International Union
(The “Union”)

27 May 2005 - 26 November 2005

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	3
ARTICLE 2 - RECOGNITION AND SCOPE	3
ARTICLE 3 - RELATIONSHIP	3
ARTICLE 4 - MANAGEMENT RIGHTS	5
ARTICLE 5 - NO STRIKES OR LOCKOUTS	5
ARTICLE 6 - UNION SECURITY	5
ARTICLE 7 - UNION REPRESENTATION	6
ARTICLE 8 - NEGOTIATING COMMITTEE	7
ARTICLE 9 - GRIEVANCE PROCEDURE	7
ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION	9
ARTICLE 11 - ARBITRATION	10
ARTICLE 12 - SENIORITY	11
ARTICLE 13 - LEAVE OF ABSENCE	15
ARTICLE 14 - UNION REPRESENTATIVE	16
ARTICLE 15 - BULLETIN BOARDS	16
ARTICLE 16 - REPORTING ALLOWANCE	16
ARTICLE 17 - CALL-IN-PAY	16
ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES	16
ARTICLE 19 - JURY AND WITNESS DUTY	17
ARTICLE 20 - SAFETY AND HEALTH	17
ARTICLE 21 - HOLIDAYS	21
ARTICLE 22 - VACATION WITH PAY	21
ARTICLE 23 - WAGES	23
ARTICLE 24 - HOURS OF WORK AND OVERTIME	24
ARTICLE 25 - GENERAL	27
ARTICLE 26 - INSURANCE - WELFARE BENEFITS AND PENSIONS	27
ARTICLE 27 - BEREAVEMENTLEAVE	27
ARTICLE 28 - HUMANITY FUND	28
ARTICLE 29 - SEVERANCE PAY	28
ARTICLE 30 - TERMINATION	28
LETTER OF AGREEMENT: GENERAL ITEMS.	30
LETTER OF AGREEMENT: HEALTH CARE PLAN	31
SCHEDULE "A": WAGES AND JOB CLASSIFICATIONS	32
SCHEDULE "B": BENEFIT PLAN	33

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees working all employees at the Ottawa MacDonald-Cartier International Airport, excluding supervisors and those above the rank of supervisors, office, clerical and sales staff, students who are completing a work placement programme, and mechanics.
- 2.02 Persons, whether employed by the Company or from outside, who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit except in cases of instruction or in emergency when regular employees are not available.

ARTICLE 3 – RELATIONSHIP

- 3.01 (a) The Company and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, gender, creed, religion, colour, age, sexual orientation, or national origin.
- (b) The Company and Union agree to observe the provisions of the Canada Human Rights Act..
- (c) The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- (d) The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by agreement with the Company.
- (e) On the date of hire the Company shall introduce each new employee to his Union Steward and the Unit Chairperson, who shall be allowed a thirty (30) minute Union orientation period with the new employee in a suitable location on Company premises during the work day.

3.02 Anti-Sexual and Anti-Racial Harassment

1. The Company shall maintain a working environment, which is free from sexual and/or racial harassment.
2. For the purpose of this clause, "sexual harassment" includes:
 - (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (b) implied or expressed promise of reward for complying with a sexually oriented request; or
 - (c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
 - (d) sexually oriented remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work and study.
3. For the purpose of this clause "racial harassment" includes:
 - (a) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.
4. Where an arbitrator concludes that Sections 2 or 3 have been breached the arbitrator may direct:
 - (a) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
 - (b) that any employee who is found to have engaged in sexual or racial harassment conduct be reassigned to another location or time of work without regard to the respondent's seniority; and

- (c) that the Company pay the aggrieved employee compensation for all losses flowing from and reasonably connected to the sexual or racial harassment conduct complained of.
5. In any arbitration case arising out of or relating to sexual or racial harassment conduct, where an arbitrator finds the sexual or racial harassment has occurred the arbitrator shall impose a remedy which is designed to only affect the perpetrator insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., such detriment shall fall upon the perpetrator and not upon other bargaining unit employees. The arbitrator may direct a transfer of the perpetrator without regard to his/her seniority.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Company, subject to the terms of this Agreement to hire, promote, transfer, lay-off, suspend or otherwise discipline and discharge any employee for just cause, subject however, to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 4.02 The Union further recognizes the right of the Company, subject also to the terms of this Agreement to operate and manage its business in all respects and to maintain order and efficiency. The Company also has the right to make and alter, reasonable rules and regulations to be observed by its employees, such rules and regulations shall not be inconsistent with the provisions of this Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Company agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes of its members.

ARTICLE 6 - UNION SECURITY

- 6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the

month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

- 6.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b) A list of the names of all employees from whom no deductions have been made and reasons;
 - c) This information shall be sent to both Union addresses identified in article 6.02 in such form as shall directed by the Union to the Company.
- 6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 6.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.
- 6.06 In the event that the Company is found to have violated the provisions of this article by an arbitrator appointed pursuant to this collective agreement, all costs of the arbitrator and disbursements shall be borne exclusively by the Company.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize one (1) Union Steward for each fifteen (15) employees or major fraction thereof with a minimum of one (1) Union Steward for each department, plus one (1) Steward on each shift other than the regular day shift.
- 7.03 The Company shall be notified by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.

- 7.04 The Company agrees to recognize and deal with a Union Grievance Committee of not more than 2 employees plus the Unit Chairperson.
- 7.05 When the legitimate business of a Grievance Committee or Union Steward requires him to leave his workstation and/or department, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).
- 7.06 The Company agrees that Stewards and Grievance Committeemen shall not suffer loss of pay for time spent in the handling of grievances.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee of not more than 3 employees, plus the Unit Chairperson, who shall be regular employees of the Company, along with representatives of the International Union.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The negotiating committee will consist of two employees from the PSA group, and two employees from the Ramp group, in addition to the Union Staff Representative. The Company agrees to allow members of the negotiating committee leave of absence from their regular duties in order to participate in negotiations.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 9.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the supervisor and such complaint is not settled within one (1) regular working day or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing to the supervisor either directly or through the Union. The supervisor shall meet with the employee's Union Steward promptly in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Supervisor shall within seven (7) calendar days of the receipt of the grievance, answer the grievance and return it to the Union.

Step Two

If the decision of the immediate Supervisor is not satisfactory, the grievance may be submitted to the station manager who shall, within five (5) calendar days (unless agreed otherwise) hold a meeting between the Union Grievance Committee (not to exceed three (3) in number) and the appropriate representative of Management, in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The station manager shall within a further seven (7) calendar days give his decision in writing to the Union.

- 9.04 The Company shall not be required to consider any grievance which is not presented within fourteen (14) calendar days after the grievor and the Union first became aware of the alleged violation of the Agreement.
- 9.05 If final settlement of the grievance is not reached at Step Two then the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within thirty (30) calendar days after the decision is reached under Step Two.
- 9.06 At any stage of the Grievance Procedure including Arbitration, the conferring Parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator to have access to the station to view disputed operations and to confer with the necessary witnesses.
- 9.07 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Company beginning at Step Two of the Grievance Procedure.
- 9.08 The Union or the Company shall have the right to initiate a Policy or a Grievance of a general nature, beginning at Step Two of the Grievance Procedure, and all provisions of the Grievance and Arbitration Procedures shall apply to such grievances.

- 9.09 (a) The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.
- (b) If the time allowance, or any extension thereof, is not observed by the Party who it has alleged has violated the Agreement, the grievance will be considered as advanced to the next step of this procedure, including Arbitration.

ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee, that he has been discharged or suspended for five (5) working days or more, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within fourteen (14) calendar days after the employee receives notice that he has ceased to work for the Company or returns to work after a suspension as the case may be.

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement, except loss of seniority, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 10.02 An employee who has been dismissed without notice, shall have the right to interview his Union Steward, for a reasonable period of time, before leaving the public access area of the Terminal
- 10.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, or in writing, with a copy given to the Union, and all such notices shall be withdrawn from the employee's file after a period of twenty-four (24) calendar months from date of issue.
- 10.04 Any disciplinary report pertaining to a bargaining unit employee sent by the Employer to any regulatory body, must be forwarded to the said employee and to the Union as quickly as possible in order to allow them to make the necessary representations, if applicable.
- 10.05 On the written request of a Client (a copy of which will be provided to Union and Staff Representative), the Employer may immediately remove or refuse an

employee from work for that client provided that the employee shall be able to exercise his/her seniority rights to displace another employee performing work for another client.

The Employer shall provide written reasons (with a copy to the Union and Staff Representative) as to why the employee was directed to be removed by the Client within seven (7) days of the request.

The employee reserves the right to file and process a grievance alleging discipline without cause and in accordance with the relevant provisions of this Agreement.

ARTICLE 11 – ARBITRATION

- 11.01 When either Party to this Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other Party to this Agreement.
- 11.02 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a Single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators.
- 11.03 In selecting the panel of four (4) Arbitrators, each Party shall submit to the other Party, a list of six (6) nominees. Each Party to this Agreement shall select two (2) of the nominees from the list submitted by the other Party. The nominees so selected shall then constitute the panel of four (4) Arbitrators, the names to be listed in alphabetical order.
- 11.04 Should any of the Arbitrators constituting the above mentioned panel of Arbitrators withdraw or resign from the panel, then the Party who nominated the Arbitrator who has withdrawn or resigned, shall forthwith submit to the other Party to this Agreement, a list of four (4) nominees from which shall be selected one (1) nominee to replace the Arbitrator who has withdrawn or resigned.
- 11.05 The Arbitrators shall act singly, and in rotation, with respect to each successive grievance that is referred to Arbitration. Should any Arbitrator be unable to hear a grievance within sixty (60) calendar days after the grievance has been referred to him, then he shall be passed over to the next in line.
- 11.06 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.

- 11.07 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.08 The decision of the Arbitrator shall be final and binding on the Parties.

ARTICLE 12 - SENIORITY

12.01 Probationary Period

An employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by serving a probationary period of six (6) calendar months, excluding any period of absence of seven (7) calendar days or more. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

12.02 Seniority Groups

The following seniority groups are established:

- Ramp (comprises Aircraft Service Technicians, Groomers, Baggage Services, Security, and their leads)
- Passenger Service Agents (PSA's) – (comprises PSA's, Operations Agents, and their Leads)

Departmental seniority shall mean total length of continuous service in a seniority group as defined above. Company seniority shall mean total length of continuous service with the Company.

Seniority shall operate within each seniority group as per the provisions of this agreement.

In the event employees are hired on the same day, the order of seniority shall be determined by reversing the last three digits of the SIN numbers.

- 12.03 (a) The Parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases in filling job vacancies covered by this agreement, transfer, lay-off, and recall after lay-off, senior employees shall be entitled to preference.
- (b) In recognition, however, of the responsibility of the Management for the operation of the station, it is understood and agreed that in all

cases referred to in Section 12.03 (a) Management shall have the right to pass over any employee if it is established that the employee does not have the ability and/or physical fitness to perform the work within a reasonable trial period.

- (c) An employee who receives a position by posting or bumping shall receive a full explanation of the duties and any necessary training.
- (d) The employer shall arrange for cross training of employees to other positions within their seniority group. Such training shall be provided as much as possible in order of seniority.

12.04 Seniority shall be maintained and accumulated during:

- (1) absence due to lay-off, sickness or accident:
- (2) authorized leave of absence.

12.05 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) if the employee voluntarily quits.
- (2) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- (3) if the employee is laid off and fails to return to work within five (5) days after he has been notified so to do by the Employer by registered mail to his last known address (a copy of such notice shall be sent to the Union). However, should the registered letter not be delivered in the ordinary course of mail through no fault of the employee, the five (5) day period will commence only after the employee has become aware of his recall.
- (4) if the employee has been on lay-off for lack of work for a period of more than twenty-four (24) consecutive months.
- (5) if an employee is absent without permission for three (3) consecutive working days, without notifying the Company, unless he has a reasonable excuse for failing to notify.

12.06 Committeemen and Union Stewards will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. The list shall show the employee's seniority group, departmental seniority, and company seniority. A copy shall be posted on the bulletin boards for employee's inspection and a copy mailed to the Area Office of the Union. The list sent to the Union shall

contain the employees job classification, current rate of pay and the employee's latest address on file with the Company.

12.07 Notice of Lay-off

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given two (2) week's notice in advance of the date of lay-off or pay in lieu thereof. Lay-off shall only take place at the end of the employee's shift.
- (b) The Unit Chair or designee shall be notified of the names of any employees slated for lay-off and the expected duration of same, as soon as the layoff is known. The Unit chair shall also receive all notices of recall.

12.08 Job Vacancies-

- (a) Announcements of opportunities for all job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of seven (7) calendar days prior to the filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job notice during the period in which it is posted. All jobs shall be awarded within seven (7) calendar days from the date of removal of the job vacancy announcement.
- (b) Such vacancy shall be filled in accordance with the provisions of 12.03 (a) and (b).
- (c) Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than twenty (20) working days, and the Employer requires a replacement, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment the employee shall return to his former job.
- (d) Employees accepted by Management on a posted job who fail to qualify (or feel dissatisfied with the job) within a reasonable trial period of not less than ten (10) days trial period (which may be extended by the Parties depending upon the operation) shall be returned to their former job.
- (e) An employee who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be notified in writing as to the

reason(s) he was not accepted. The name of the successful applicant shall be posted on the bulletin boards.

12.09 Temporary Assignment (within the bargaining unit)

- (a) Employees assigned to a job on a temporary basis will be on the basis of the most senior employee from a lower rated classification from within the department, who is capable of performing the work shall be given first opportunity to perform the work.
- (b) Should there be no qualified employee from within the department from a lower classification, then the most senior employee in the bargaining unit from a lower rated department shall be given the opportunity before new employees are hired.
- (c) Time worked by an employee on a temporary transfer shall not be used against other employees should a permanent vacancy occur in such job.

12.10 Preferential Seniority

The Unit Chair shall have top seniority within his seniority group in case of lay-off and shall be retained by the Company on work within the bargaining unit they are willing and able to perform. One steward named by the Union shall have top seniority in the other seniority group.

12.11 Employees promoted to supervisory or other positions outside the bargaining unit, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.

12.12 The Company will supply the Unit Chair of the Union, or in his absence, one (1) designated union representative, monthly except as indicated, with the names of the persons who have been:

- 1. Recalled to work.- notice as soon as possible
- 2. New hires.- notice as soon as possible
- 3. Failed to give notice of their intention to return to work when notified.
- 4. Quits.- notice as soon as possible
- 5. Absent through sickness or accident for one (1) full week.
- 6. Change of address.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 An employee shall be allowed thirty (30) calendar days leave of absence without pay for personal reasons if:
1. they request it in writing from the management, and
 2. the leave is for a good reason and does not interfere unduly with operations, except in emergency situations when leave shall be granted in any event.
- 13.02 (a) A leave of absence shall be extended for additional thirty (30) calendar day periods if there is good reason and the Employer and Union agree. The employee must request the extension in writing prior to the expiration of their thirty (30) calendar daysleave.
- (b) The Unit Chairperson of the Union will be notified of all leaves granted under this Section.
- 13.03 (a) Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted a leave of absence by the Company. The Union will notify the Company in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period. Such leave will be limited to a maximum of three (3) employees at any one time.
- (b) Legitimate Union business of two (2) shifts or less shall be considered a valid reason for leave of absence. The Union agrees to give the Company as much prior notice as possible of such leave. This leave will be limited to a total of 3 employees at any one time.
- 13.05 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.
- 13.06 The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union.
- 13.07 Pregnancy and parental leave shall be granted in accordance with relevant legislation.

ARTICLE 14 - UNION REPRESENTATIVE

14.01 If an authorized representative, who is not employed by the Company, wants to speak to Local Union representatives about a grievance or other official business, he shall in advance advise the Station Manager, or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with operations.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Company agrees to provide Bulletin Boards in areas accessible to employees in the plant for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement, and shall not be defamatory in nature.

ARTICLE 16 - REPORTING ALLOWANCE

16.01 In the event that an employee reports for work on his regular shift, without having been notified, prior to the end of his previous shift not to report, he will be given at least the number of hours of work he was originally scheduled for at his regular rate of pay or if no work is available, he will be paid the equivalent of the number of hours he was scheduled for at his regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 17 - CALL-IN-PAY

17.01 (a) An employee called for work outside his regular working hours shall be paid the greater of:

1. four (4) hours at regular pay, or
2. appropriate overtime rates as per Article 24.02 for all hours worked.

(b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift. In all such cases the employee shall receive his appropriate overtime rate as per Article 24.02.

ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES

- 18.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid for wages for the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the station and/or to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to his return to work following an industrial injury, he shall be paid for any time lost from regular shift hours to attend such appointment. This will apply to partial shifts only. Employees missing any full shifts as a result of receiving medical treatment in such cases are entitled to submit a further claim to the Workplace Safety and Insurance Board for such lost wages.

ARTICLE 19 - JURY AND WITNESS DUTY

- 19.01 An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. Provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.
- 19.02 Any employee called for jury or witness duty shall be transferred to day shift during the period he is required to serve.

ARTICLE 20 - SAFETY AND HEALTH

- 20.01 The Company and the Union shall maintain an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Company. Such committee will not suffer any lost wages or benefits as a result of performing the duties outlined in Article 20.
- 20.02 The general duties of the Occupation Safety and Health Committee shall be:
- (a) To make a monthly inspection of the place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
 - (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it. Such

investigations shall include accidents, which might have caused injury to a worker, whether or not such injury occurred.

- (c) To hold regular meetings at least monthly for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.
- (d) To keep records of all investigations, inspections, complaints, recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
- (e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the workplace and shall receive copies of any reports sent to the Company pertaining to such inspections.
- (f) Accident, injury, and occupational illness records shall be kept by the Company, and shall be made available to the Joint Occupational Safety and Health Committee. These records shall include all reports required by the Department of Labour under the Occupational Health and Safety provisions of the *Canada Labour Code*. The Company also agrees to make available to the Committee upon request, the trade name and or technical description, (including chemical analysis, if available) of any compounds and substances used in the workplace.

- 20.03 (a) Unless otherwise prescribed, the employer shall ensure that at least one member of the committee representing the employer and at least one member representing the union are certified members. If a certified member resigns or is unable to act, the employer shall, within a reasonable period of time, take all steps to ensure that a replacement is trained. Such training shall be paid for by the company and agency responsible for training the union member shall be chosen by mutual agreement between the Company and the Union.

20.04 DUTIES OF THE CERTIFIED MEMBER OF THE JOINT HEALTH AND SAFETY COMMITTEE

- (a) A certified member who has reason to believe that dangerous circumstances exist at a workplace may request that a supervisor investigate the matter and the supervisor shall promptly do so in the presence of the certified member.
- (b) The certified member may request that a second certified member representing the other workplace party investigate the matter if the

first certified member has reason to believe that the dangerous circumstances continue after the supervisor's investigation and remedial actions, if any.

- (c) The second certified member shall promptly investigate the matter in the presence of the first certified member.
- (d) If both certified members find that the dangerous circumstances exist, the certified members may direct the employer to stop the work or to stop the use of any part or of any equipment, machine, device, article, or thing.
- (e) The company shall immediately comply with the direction and shall ensure that compliance is effected in a way that does not endanger a person.
- (f) If the certified members do not agree whether dangerous circumstances exist, either certified member may request that an inspector investigate the matter and the inspector shall do so and provide the certified members with a written decision.
- (g) After taking steps to remedy the dangerous circumstances, the employer may request the certified members or an inspector to cancel the direction.
- (h) The certified members who issued a direction may jointly cancel it or an inspector may cancel it.

20.05 An employee may refuse to work or do particular work where he has reason to believe that:

- (1) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another person.
- (2) the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself, or
- (3) any equipment, machine, device or thing he is to use or operate or the physical condition of the work place or the part thereof in which he works or is to work is likely to endanger himself or another person.

20.06 (a) If as set down in Article 20.05, an employee refuses to work or do particular work, he shall promptly report the circumstances of his refusal to his supervisor, who shall forthwith investigate the report with representatives of the Occupational Safety and Health Committee.

- (b) Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to work or do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee, then an inspector representing the Ministry of Labour shall investigate the refusal to work and shall give his decision in writing as soon as possible.
 - (c) The employee shall be found alternative work until such time the job has been made safe or determined to be safe to work on.
- 20.07 Pending the investigation and decision of the inspector, no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been deemed safe to operate by the Safety Committee.
- 20.08 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under any act respecting the occupational health and safety of employees.
- 20.09
- (a) The Company shall supply all protective clothing and other devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.
 - (b) Safety footwear allowance shall be \$85.00 per year. The Company will pay the allowance without receipt after the completion of basic training, and annually thereafter. If the employee resigns from employment within the first six (6) months of employment, the employee will be required to reimburse the Company for 100% of the allowance.
 - (c) The Company agrees to supply clothing as follows: at no charge to the employee:
 - PSA's: Uniforms appropriate for the airline to which assigned. If dry cleaning is required, the employer shall reimburse the cost of dry cleaning upon presentation of a receipt;
 - Ramp: Clothing appropriate for seasonal weather conditions, including raingear, work gloves, and proper winter gear, including balaclavas (stocking caps) and proper parkas.
- Appropriate maternity clothing shall also be provided for active employees who are pregnant.

ARTICLE 21 - HOLIDAYS

21.01 The Company will observe the following holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving
Christmas Day
Boxing Day

21.02 Eligible employees shall receive pay for each holiday equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday.

21.03 To be eligible for holiday pay, the employee must work on his last scheduled work day immediately preceding or immediately following, but not both, unless the employee was unable to work because of illness or accident, leave of absence, or lay-off, and such absence began not more than ten (10) working day prior to the day on which the holiday is observed.

21.04 The employee shall be required to supply proof of any accident or illness if requested by the Company.

21.05 When any of the holidays are observed during an employee's scheduled vacation period he shall receive holiday pay as provided in Clause 21.02 above and shall be granted an additional day off.

21.06 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate time and one-half, in addition to holiday pay.

21.07 Employees who have not completed thirty (30) days of service at the time of the holiday shall not receive holiday pay at the time of the holiday.

ARTICLE 22 - VACATION WITH PAY

22.01 (a) Employees who have completed one (1) year of service as of December 31 will be entitled to two (2) weeks vacation with pay.

(b) Employees who have completed five (5) years of service as of December 31 will be entitled to three (3) weeks vacation with pay.

- (c) Employees who have completed ten (10) years of service as of December 31 will be entitled to four (4) weeks vacation with pay.
 - (d) Vacation pay for each week of vacation entitlement shall be the greater of the employee's regularly scheduled hours at his or her regular rate of pay, or two percent (2%) of the employee's gross annual earnings.
 - (e) An employee who is hospitalized because of sickness or accident while on scheduled vacation will be considered as being on sick leave during the period of such illness, providing a doctor's note verifying the illness is provided. Any unused vacation time may be rescheduled at a future date, mutually agreeable to the employee and to the Company.
- 22.02 Vacations shall not be accumulated or waived but must be taken within the current calendar year.
- 22.03 An employee, who leaves the employment of the Company for any reason prior to December 31st, shall receive a vacation pay based on the previous year's vacation entitlement.
- 22.04 "Gross Earnings" shall mean - total taxable earnings for the fifty-two (52) week period from January 1st to December 31st, including contribution to Taxable Benefit Plans.
- 22.05 Vacation Selection
- .01 Vacation dates will be allocated in order of seniority within each classification and base.
 - .02 No later than October 1 of each year, the Company will post a bulletin listing employees in order of seniority and showing each employee's total vacation entitlement. In addition and in the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 22.05.04, their selection and names will be noted on the bulletin.
 - .03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31. If possible, such selection is to be noted by each employee in order of their seniority with the most senior employee noting their vacation selection first and the most junior last.
 - .04 Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to their selection of vacation dates.

- .05 An employee who fails to select their vacation dates no later than October 31 will be allowed a choice of available dates after all other employee(s) vacations in the location are allocated. Such employee will select vacation dates from these available dates no later than November 3 and in the event s/he fails to select, s/he will be allocated vacation dates by the Company from those that are available.
- .06 No later than November 15, the Company will post a bulletin showing the allocation of vacation dates for each employee.
- .07 Waiting List

Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

ARTICLE 23 - WAGES

23.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

23.02 Shift premiums will be paid in the following amounts. The Company will pay the amounts if the shift starts between the indicated timeframes.

1700h-2259h: \$0.33 per hour

2300h-0500h: \$0.55 per hour

23.03 Temporary Transfers

An employee who is temporarily transferred to meet the Company's convenience to another job for which the regular rate is less than that which the employee is receiving, he shall retain his former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.

23.04 Payment of Wages

The Company agrees that all employees shall be paid weekly by cheque or direct deposit prior to 12:00 a.m. (midnight) on Thursdays, subject to changes that may be necessary according to the Labour Code.

23.05 New or Changed Jobs

The Company agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the Parties fail to agree on the new rate they shall install the new rate proposed by the Company and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

24.01 (a) The standard work week for all employees shall be forty (40) hours made up of five (5) days of eight (8) hours each. Upon mutual agreement, this schedule may be modified to provide for a ten (10) hour shift with three consecutive days off per week.

(b) There shall be a thirty (30) minute unpaid meal period approximately midway through the shift.

If the employee is required to work through his or her usual lunch period, then he will be paid time and one half for the time, or be allowed to leave ½ hour early with no loss in pay, at his option.

The employer may schedule the unpaid meal period to be up to one hour; however, this is subject to the individual agreement of the employee(s) concerned.

24.02 All work performed by an employee over eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 ½). If the parties have an agreement on a modified work week, then overtime will be paid after the regular daily hours.

24.03 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

24.04 There shall be no pyramiding of overtime rates.

24.05 Overtime work shall be on a voluntary basis, and shall be distributed in the following manner:

First, to the persons on the job at the time the overtime is required, in order of seniority;

Then, by seniority among employees normally performing the work, on a rotating roster basis.

If there are insufficient employees who volunteers to work required overtime, then the employer may require the junior employee who is able to perform the work in question to perform the overtime, subject to the maximum hours of work per the *Canada Labour code*. Overtime work shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed as equitably as possible among the employees who normally perform the work.

- 24.06 The Company shall keep up-to-date records of all overtime worked for employee's inspection. An overtime list will be posted.
- 24.07 (a) Employees shall be allowed an uninterrupted fifteen (15) minute paid rest period approximately midway through each half shift.
- (b) Employees agreeing to work overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period as near as possible to the beginning of each two (2) hour period worked.
- 24.08 Language on shift bidding:

(a) Shift Schedules - will be developed in accordance with the following:

- .01** The Company will determine the staffing requirements and will review those requirements and the proposed shift schedules for each work area with the Union Scheduling Committee which will be comprised of two (2) employees selected by the Union. This review will take place as soon as possible prior to the posting of the schedules pursuant to Article 24.09(a).02. Time required by the Scheduling Committee for the purpose of reviewing the requirements/schedules will be considered as time spent attending meetings with the Company.
- .02** As much advance notice as possible of shift bids will be provided. Shift Schedules will be posted at least fourteen (14) calendar days (which includes the bid process), or such shorter period by mutual agreement between the Company and the Union District Chairperson, prior to implementation and will continue in effect until a change is required by the Company. It is understood that these changes should be kept to a minimum as necessary to accommodate changes to staffing requirements. The Union may also request changes to schedules and such requests will be given serious consideration by the Company.
- .03** Assignment to shifts developed for each work area through the provisions of Article .02 and the handling of vacancies on new shifts will be handled by seniority bid within each classification. Residual vacancies within the classification(s) will assigned by seniority to those who are capable of performing the work. Employees who fail to bid on a shift, or are unsuccessful in their bid(s) will be assigned by the Company. Shift

assignments will be finalized seven (7) calendar days prior to their effective date. General shift bids will be done every three (3) months, or when the work requirements change.

.04 Vacancies on existing shifts which occur between general shift bids will be handled by seniority bid within the status and classification in which the vacancy is occurring. Pending filling of the vacancy on a permanent basis the Company may assign employees to the vacant shifts. In all cases, the minimum notice periods provided for in (b).03 below will apply. This bidding will be limited to the first three vacancies in each occurrence.

(b) Change of Shift or Days On and Days Off - The provisions of this Article are intended to be used solely to cover the scheduled or unscheduled absence of employees within the scope of this Agreement.

.01 Occasional changes to an individual's schedule may occur to cover the absence of another employee due to annual vacations, sick leave, maternity leave, training and time off for Union business.

.02 Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of seniority.

.03 Employees will be provided with not less than three (3) clear calendar days notice for a change of shift and not less than five (5) clear calendar days notice of a change of days off. These time limits may be reduced if there are no employees available or willing to accept overtime or recall. Notice of the change will be provided to the employee in writing, copied to the Union District Chairperson.

.04 When an employee changes his/her classification under the provisions of Article 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 24.09(a).03 will apply.

.05 The Company will calculate the effect of shift or shift schedule changes made in accordance with this Article 24.09(a).03 on an employee's hours of work during the work week in which changes are effected. The employee will be credited at the rate of one and one-half times (1-1/2 X) for any hours worked in excess of forty (40) hours during that work week.

24.09 Employees will be allowed two consecutive days off in each week.

24.10 Employees will be allowed at least 8 hours off between scheduled shifts, unless agreed otherwise.

ARTICLE 25 - GENERAL

25.01 Gender

Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever the feminine gender is applicable.

25.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

25.03 When an employee who normally relies on public transportation performs overtime past the end of his or her regular shift, and public transportation is not available, the employer will arrange for transportation to that employee's home.

ARTICLE 26 - INSURANCE-WELFARE BENEFITS AND PENSIONS

26.01 Benefits: The Employer shall continue the benefit plan currently in effect and shall pay 100% of the premiums. A copy of the plan handbook shall be provided to all employees and is summarized in Appendix "B". The employer reserves the right to change the plan carrier; however no changes shall be made to the benefits currently in effect without prior agreement with the Union.

26.02 Employees shall be allowed seven (7) paid sick days per year.

ARTICLE 27 – BEREAVEMENT LEAVE

27.01 The Company agrees that when an employee is absent from work due to death in the immediate family, he will be granted three (3) days leave with pay. Immediate family is deemed to mean spouse, son, daughter, mother, father, sister, brother, brother or sister-in-law, mother or father-in-law, grandparents, or grandchildren.

Additional leave without pay will be of up to two (2) days will be granted if the employee must travel beyond 300 miles from home, or if the employee is the prime organiser of the case.

ARTICLE 28 – HUMANITY FUND

28.01 In January of each year, the company agrees to make a payroll deduction from the pay of each member of the bargaining unit in an amount equal to one cent (\$0.01) for each hour worked in the previous calendar year, and remit all monies collected by cheque, to the:

Humanity Fund
c/o United Steelworkers of America
234 Eglinton Avenue East
Toronto, Ontario
M4P 1K7

The deduction will show on the employee's T-4 form as a charitable donation.

ARTICLE 29 – SEVERANCE PAY

29.01 In the event employees are permanently laid off due to permanent partial or total closure of the Company's operations, severance pay will be paid in accordance with the *Canada Labour Code*

ARTICLE 30 – TERMINATION

30.01 This Agreement shall become effective on May 27, 2005, and shall continue in effect up to and including November 26, 2007.

30.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.

30.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than (15) days after such notice or as soon thereafter as is mutually agreed.

30.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Canada Industrial Relations Act.

Worldwide Flight Services and United Steelworkers

Signed this _____ day of August, 2005, at Ottawa.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WORLDWIDE FLIGHT SERVICES INC.

UNITED STEELWORKERS
(United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union)

LETTER OF AGREEMENT

BETWEEN

**WORLDWIDE FLIGHT SERVICES INC.
(The "Company")**

- AND -

**UNITED STEELWORKERS
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(The "Union")**

General Items

1. Time sheets: Should employees so desire, there will be a system in place to allow for verification of the hand scan system.
2. Crew rooms: The employer shall continue to provide for facilities in the crew rooms, and shall discuss with the Unit Chairperson any necessary improvements. This is subject to the availability of facilities from the Airport Authority.
3. Parking: The employer shall continue its current practice of providing parking.
4. Hand scanner: The employer shall investigate the feasibility of re-locating the Ramp crew room scanner to the Bag Room.

Signed this _____ day of August, 2005, at Ottawa.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WORLDWIDE FLIGHT SERVICES INC. UNITED STEELWORKERS

LETTER OF AGREEMENT

BETWEEN

**WORLDWIDE FLIGHT SERVICES INC.
(The "Company")**

- AND -

**UNITED STEELWORKERS
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers International Union
(The "Union")**

Health Care Plan

The following provisions will apply to all employees hired after the ratification date (May 27, 2005):

They will be required to pay the following portions of premium payments:

If regularly employed for less than 35 hours per week: 50%

If regularly employed for 35 or more hours per week: 15%

Employees must be regularly employed for at least 20 hours per week to maintain coverage.

Eligibility for coverage will begin one year after hiring.

Signed this _____ day of August, 2005, at Ottawa.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WORLDWIDE FLIGHT SERVICES INC. UNITED STEELWORKERS

SCHEDULE "A"**WAGES AND JOB CLASSIFICATIONS**

For all hourly positions:

Hours worked	Effective on ratification- May 27, 2005	3% - Effective August 27, 2006
Start	9.37	9.65
1040	9.65	9.94
2080	10.14	10.44
3120	10.45	10.76
4160	10.95	11.28
5200	11.45	11.79
8320	11.90	12.26
10400	12.38	12.75

1. There will be a lump sum of \$150 paid to each employee shortly after ratification.
2. Employees who as of the date of ratification (May 27, 2005) earn a higher rate of pay that provided for in the grid will be red-circled at their current rate of pay until surpassed by the grid.
3. Leads will receive \$1.50 per hour in addition to the above rates.
4. Employees who as of the date of ratification (May 27, 2005) were at the previous start rate of \$8.90 will be increased to the new start rate, but will be required to remain at the new start rate for 1040 hours from date of ratification, plus the applicable remaining hours for movement to the second step.
5. The Company shall prepare job descriptions for each position and the descriptions shall be forwarded to the Union.
6. Ramp employees shall receive a towing premium of \$10.00 per tow, maximum \$40 per month. The Company will designate the number of "D" licenses required.

Schedule "B"

The main provisions of the benefit plan are summarized in the Employee Benefits Handbook.