

RECEIVED JUL 09 2007

COLLECTIVE AGREEMENT

BETWEEN:

SWISSPORT CANADA HANDLING INC.

- AND -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)**

13998 (01)

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 at the Lester B Pearson International Airport located in Mississauga, Ontario excluding supervisors, persons above the rank of supervisor, cargo services employees and office, clerical and sales employees.
- 2.02 Non-bargaining unit employees will not perform work normally performed by bargaining unit employees to the extent that would result in a lay-off of a bargaining unit employee or a reduction of non-overtime hours of work for bargaining unit employees. The Union agrees that non-bargaining unit personnel may perform bargaining unit work for the purpose of training, instruction or in the event that insufficient bargaining unit employees are available to perform the work.
- 2.03 (a) The Company shall not contract out work normally performed by bargaining unit employees if it results in the lay-off of a bargaining unit employee.
- (b) Agency personnel shall not regularly perform work on any jobs which are included in the bargaining unit except as a result of employees' unscheduled absence or vacant work schedule.
- (c) Agency personnel shall not be used to by-pass the job vacancy provisions of this agreement.
- (d) The Company's use of agency personnel to do bargaining unit work will not exceed 10% of the total workforce without consultation with the Union.
- (e) The Company shall not use agency personnel without first offering the available work to laid-off employees or part-time employees.
- (f) Overtime shall be first offered to full time employees prior to it being offered to agency workers.
- 2.04 Unless the context otherwise requires, "employee" in this agreement refers to an employee within the bargaining unit. A "full time employee" is an employee of the Company in the bargaining unit who is regularly scheduled to work more than thirty-two (32) hours per week. All other employees in the bargaining unit represented by the Union shall be considered part time employees.

Part time employees shall retain Part time status while filling a temporary full time vacancy for up to twelve (12) months to replace employees who are absent due to illness, injury or approved leave of absence.

The Company shall not create split shifts where doing so will result in full time employees working less than 32 hours per week.

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, sex, creed, religion, colour, age or national origin.
- (b) The Company and Union agree to observe the provisions of the Canadian 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 written agreement with the Company.
- (e) A representative designated by the Union shall be permitted to meet with each new employee during the employee's first day of training for up to fifteen (15) minutes of Union orientation in a location which is agreed to by the Company and the Union.

3.02 Anti-Sexual and Anti-Racial Harassment

- 1 The Company and the Union recognize the right of each employee to a work environment which is free from any form of harassment as defined in this Article, including sexual harassment. The Company will make every reasonable effort to maintain a harassment-free workplace.
2. For the purpose of this clause, "sexual harassment" includes:
- (a) any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion; or
- (b) 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
- (c) implied or expressed promise of reward for complying with a sexually oriented request; or

- (d) 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
 - (e) sexually oriented remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.
3. For the purpose of this clause “harassment” includes 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, religion, age, sex, sexual orientation, disability or any other ground prohibited by the Canadian Human Rights Act.
4. Where an Arbitrator concludes that Article 3.02. has 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 any form of harassment including sexual harassment, be assigned 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 any wages or benefits lost due to the harassment complained of.
5. In any arbitration case arising out of or relating to sexual or other forms of harassment, an Arbitrator who finds that the harassment has occurred shall impose a remedy which is designed to affect only the perpetrator(s) insofar as reasonably possible. Where any detriment is to be suffered respecting job classification, seniority, wages or other benefits, such detriment shall fall upon the perpetrator(s) and not upon other bargaining unit employee. The Arbitrator may direct a transfer of the perpetrator(s) without regard to his/her/their seniority.
6. The Company and the Union agree that this Article 3.02 does not impair the right of the Company to discipline or discharge an employee who engages in any form of harassment nor does it impair the right of a seniority employee to file a grievance concerning such discipline or discharge.
7. Complaints of sexual or other forms of harassment processed in accordance with the Company’s policy or a grievance involving such allegations shall be handled with all possible confidentiality. The employee who files a complaint shall not be exposed to any discipline, reprisal or other adverse treatment unless a false complaint is made with malicious intent.

ARTICLE 4- MANAGEMENT RIGHTS

- 4.01 Except to the extent specifically modified by this agreement, all rights and prerogatives of management are retained by the Company. The Union specifically recognizes the right of the Company to hire, promote, transfer, lay-off, suspend or otherwise discipline or discharge any employee provided that a claim that an employee who has completed his/her probationary period has been disciplined or discharged without just cause may be the subject of a grievance in a manner and to the extent herein provided.
- 4.02 The Union further recognizes the right of the Company 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, provided such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 4.03 The Company agrees that the exercise of the rights described in this article shall be subject to the express terms of this collective agreement.

ARTICLE 5- NO STRIKES OR LOCKOUTS

- 5.01 It is understood and agreed that the Company will not lock-out any employees covered hereby and the Union will not authorize or take part in any strikes, sitdown, slowdown, or picketing of the Company premises during the life of this agreement until the procedures for settling disputes as provided herein and provided by the *Canada labour Code*, as amended, have been exhausted.

ARTICLE 6- UNION SECURITY

- 6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-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. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular bi-weekly Union dues deducted from his pay bi-weekly. All employees shall become and remain members of the Union as a condition of employment.
- 6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (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, 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 R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 6.03 The remittance and the R115 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 the reasons why;
- (e) This information shall be sent to both Union addresses identified in Article 6.02 above, in such form as shall be 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 by the employee during the previous year

ARTICLE 7- UNION REPRESENTATION

7.01 The Company acknowledges the right of the Union to appoint or otherwise select employees who have completed their probationary period as Union Stewards for the purpose of representing employees in the handling of complaints and grievances.

7.02 In each department consisting of twenty-five (25) or more employees, the Company agrees to recognize one (1) Union Steward for each twenty-five (25) employees. The Union further agrees that at least one Steward will be appointed in each department from the group of employees assigned to work outside the normal day shift. The current departments are:

West Jet Ramp Services
General Ramp Services
Passenger Services
Maintenance

The Company will consult with the Union prior to making any changes to the number of departments or components of a department.

7.03 The Company shall be notified, in writing, 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 two (2) employees plus the Plant Chairperson.

7.05 When the legitimate business of a Grievance Committee Member 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 Committee Persons shall not suffer loss of pay for time reasonably required during the employee's regular scheduled working hours in connection with the handling of grievances.

ARTICLE 8- NEGOTIATING COMMITTEE

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee representative of the bargaining unit of not more than four (4) employees, plus the Plant Chairperson, who shall be regular employees of the Company, along with representatives of the International Union. An employee will not be appointed to the Negotiating Committee until the employee has completed his/her probationary period.
- 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 Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of Management.

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 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 five (5) days 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 must be submitted in writing to the supervisor or duty manager, either directly or through the Union, within fourteen (14) days after the circumstances giving rise to the grievance. The Company's designated representative shall meet with the employee's Union Steward within five (5) days of receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Company shall answer the grievance within five (5) days after the meeting.

Step Two

If the Company's response to the grievance at Step 1 is not satisfactory to the Union, the grievance may be advanced to the Ramp Manager or Station Manager within fourteen (14) days after the date on which the answer at Step 1 was issued or ought to have been issued, but not thereafter. The Union's Grievance Committee shall meet with the designated representatives of management within ten (10) days of the reference of the grievance to the second step in a further attempt to resolve the

grievance. The grievor may be present at this meeting if requested by either Party. Management shall respond to the grievance within ten (10) days following the meeting.

Step Three

If the Company's response to the grievance at Step 2 is not satisfactory to the Union, the grievance may be referred to the Regional Vice President within fourteen (14) days from the day on which the Company's response was issued or ought to have been issued at the second step, but not thereafter. If a grievance is referred to Step 3, a meeting shall be held between the Grievance Committee and the designated representatives of management within twenty (20) days of the referral to Step 3 in a final attempt to resolve the grievance. A Field Staff Representative of the Union and the grievor may be present at this meeting if requested by either Party. Management will respond to the grievance within fifteen (15) days after the date of such meeting.

- 9.04 The Company shall not be required to consider any grievance which is not presented within fourteen (14) days after the grievor(s) or 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 Three 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 Three.
- 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 plant to view disputed operations.
- 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 may initiate a Grievance beginning at Step Three of the Grievance Procedure. Such a grievance must be filed within fourteen (14) days from the date on which the incident giving rise to the grievance became known or should have become known. The Union may not institute a policy grievance concerning a matter affecting an employee or employees if such employee or employees could have initiated the grievance themselves.
- 9.09 (a) The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.
- (b) If the party responding to a grievance does not respond within the time period allowed, the grievance may be advanced to the next step of the grievance procedure, including arbitration, within the permitted time periods.

ARTICLE 10- DISCHARGE AND DISCIPLINARY ACTION

10.01 A claim by an employee who has successfully completed his/her probationary period, that he/she has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is filed with the Company at Step 3 of the Grievance Procedure within five (5) days after the employee has been advised of the suspension or the termination of his/her employment.

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 which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.

10.02 Provided there is no security or safety risk an employee who has been dismissed without notice, shall have the right to interview his Union Steward, for a reasonable period of time. This meeting will take place in a location designated by the Company or in a public access area of the airport facility.

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. Written and Verbal warnings shall be withdrawn from the employee's file after a period of twelve (12) calendar months from date of issue. Suspensions shall be withdrawn from the employee's file after a period of twenty-four (24) calendar months from date of issue. Absences that exceed thirty (30) consecutive days will extend the above periods by the time equal to the time of absence.

ARTICLE 11- ARBITRATION

11.01 (a) In the event that any grievance concerning the interpretation, application, administration or alleged violation of **this** agreement shall not have been satisfactorily settled pursuant to the provisions of Article 9, the matter may be referred to arbitration by notice in writing by either party to the other within thirty (30) days from the date of the response to the grievance after Step 3 of the grievance procedure. The notice shall include a copy of the written grievance presented under Article 9.03 and the remedy sought.

(b) The parties agree that the assistance of a Mediator may be useful in resolving matters without the expense and delay of proceeding to Arbitration. After a matter has been referred to Arbitration, either party may make a written request to refer a grievance (either individually or together with other grievances which have been referred to Arbitration) to

Mediation. The other party will respond in writing. The parties will then attempt to agree concerning the selection of a Mediator. If the parties cannot agree to the selection of a Mediator within fourteen (14) days, the request for a Mediation will be deemed to be withdrawn. The fees and expenses of the Mediator shall be equally shared by the parties. It is agreed that if mediation fails to result in resolution of the grievance, neither party shall be restricted from proceeding to arbitration. It is further understood that anyone who acts as a Mediator cannot act as an Arbitrator concerning the same matter.

- 11.02 The parties shall within fifteen (15) days after the referral to Arbitration, agree to a single Arbitrator. If the parties are unable to agree on the selection of an Arbitrator within fifteen (15) days either party may request the appointment of an Arbitrator by the Minister of Labour.
- 11.03 Unless the parties agree otherwise, each grievance submitted to Arbitration shall be heard separately.
- 11.04 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.
- 11.05 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.
- 11.06 The decision of the Arbitrator shall be final and binding on the Parties. Any complaint or grievance resolved prior to Step 2 of the grievance procedure shall be considered resolved on a "Without Prejudice" basis unless the Station Manager and the Plant Chairperson agree otherwise in writing. Any grievance resolved at or after Step 2 of the grievance procedure or pursuant to the Arbitration Procedure shall not be made the subject of another grievance, unless the parties agree in writing that the resolution is "Without Prejudice".

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 actually working a total of ninety (90) days including any training within any consecutive nine (9) month period, unless he was unable to work because of an accident or illness arising out of the employment. In such cases the nine (9) month period shall be extended to cover the period of disability. Until a probationary employee attains seniority status, his name shall not appear on any seniority list. 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 (a) The seniority of full time employees shall be equal to the total length of service of that employee since the employee's most recent date of hire among the full time group. The seniority of part time employees shall be equal to the total length of service of that employee since the employee's most recent date of hire among the part time group. In the event that it is necessary to convert part-time seniority to full-time seniority 1950 hours worked shall be equal to one year of seniority.
- (b) The seniority of employees hired on the same day relative to other employees hired on that day will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc.
- (c) Each department described in Article 7.02 shall maintain seniority lists of full-time and part-time employees. Copies of the list shall be provided to the Union Stewards in the department and to the members of the Grievance Committee on or about June 30 and December 31 of each year. At or about the same time a copy of the seniority lists shall be posted and a copy mailed to the Unions Area Office. The Union's copy of the list shall include the employees' classification, current rate of pay and the employee's address on file with the Company. The Union may request and shall be provided an up to date list within seven (7) days.

12.03 Application of Seniority

- (a) In filling vacancies, the Company will consider
- (i) seniority
 - (ii) qualifications, experience within the Company, ability

Where the factors in (ii) are relatively equal, factor (i) shall govern provided the employee so selected meets the minimum requirements for the satisfactory performance of the job.

- (b) (i) In the event of a temporary layoff the Company will recognize the seniority standing of each employee within his/her department provided that the remaining employees have the skills, experience and qualifications within the department to perform the available work. Employees may elect to displace employees within the Company's other departments, however in doing so shall not be subject to recall to their current department.
- (ii) In the event of a permanent layoff the Company will recognize the seniority standing of each employee within the Company provided that the remaining employees have the skills, experience within the Company and qualifications to perform the available work.

- (c) Work schedules for each classification within each department shall be posted for bid based on the needs of the department and any changes in those needs. In the event of a rebid, the schedules will be posted as far in advance as possible. The posting shall contain the scheduled start time, shift length, scheduled days off and effective date. Work shifts including scheduled start times, shift length and scheduled days off shall be awarded to employees in the department based on seniority. Active employees who failed to bid prior to the deadline stated on the posting will be assigned to available work within their employment category (i.e. full-time or part-time) and department.

12.04 (a) Seniority shall be maintained for all employees during absence due to lay-off, illness, accident, and authorized leaves.

- (b) Seniority for full time employees shall accumulate during absence due to lay-off, illness, accident, and authorized leaves.

12.05 An employee shall be deemed terminated and lose his/her seniority standing and have their name removed from all seniority lists for any one of the following reasons:

- (a) if the employee voluntarily quits.
- (b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.
- (c) 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 Company by registered mail and after confirmation of delivery to his last known address (a copy of such notice shall be sent to the Union). The letter shall be deemed to be delivered on the fifth (5th) day after mailing.
- (d) if the employee has been on lay-off for lack of work for a period of more than twelve (12) consecutive months or twenty-four (24) consecutive months for employees with five (5) or more years of seniority.
- (e) 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.
- (f) if the employee uses a leave of absence for a purpose other than the reason for which it was granted
- (g) If the employee fails to return to work after a leave of absence unless the employee provides a satisfactory reason for failing to do so.

12.06 Notice of Lay-off

- (a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given one (1) week's notice in advance of the date of lay-off or pay in lieu thereof.
- (b) The Local Union Chairperson shall be notified in advance of the names of any employees slated for lay-off and the expected duration of same.

12.07 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 five (5) 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 fourteen (14) Working days from the date of removal of the job vacancy announcement.
- (b) The job vacancy shall be filled in accordance with the provisions of 12.03 (a).
- (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 two (2) months, 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 are found to be unsuitable (or feel dissatisfied with the job) within a trial period of thirty (30) days (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.

12.08 Temporary Assignment

- (a) In each department which includes agents, leads, and/or tow crew, the Company will select agents to become qualified as "Relief Leads and/or as Relief Tow Crew". Agents in each of these departments will be offered an opportunity to qualify for relief positions in seniority order until the Company has sufficient, qualified relief leads and relief tow crew members. When the Company has a temporary need for a relief lead or relief tow crew member, the senior available member of the applicable relief group will be offered the first opportunity to perform the work.

- (b) Time worked by an employee on a temporary vacancy shall not be used against other employees should a permanent vacancy occur in such job

12.09 Preferential Seniority

- (a) The Plant Chairperson, Plant Secretary and Chief Steward shall have Company wide seniority in case of layoffs provided they are willing and able to perform the work available.
- (b) Stewards will have top seniority in the departments in which they are employed in case of lay-offs provided they are willing and able to perform the work available.
- (c) Local Union Officers and Stewards who are retained in employment due to the provisions of (a) and (b) above shall only be entitled to work schedule preference based on their natural seniority rating.

12.10 Employees promoted to supervisory or other positions, 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.

12.11 On a monthly basis, the Company will supply the representative designated by the Union with the names of the persons who have been:

- (a) Recalled to work.
- (b) New hires.
- (c) Failed to give notice of their intention to return to work when notified.
- (d) Quits.
- (e) Absent through sickness or accident for one (1) full week.

ARTICLE 13- LEAVE OF ABSENCE

13.01 Leave of absence without pay of up to thirty (30) calendar days within any two year period may be granted by the Company upon two weeks written notice. Leave will not be granted if the employee's absence will unduly reduce the efficient operation of the Company. Seniority for full time employees shall accrue during all authorized leaves unless otherwise stated. Leave of absences will be granted on a first come first served basis. Requests for vacation will be given priority over leave of absence requests. Leave of absence will not be granted to engage in other gainful employment. Employees engaging in gainful employment during a leave of absence

will have their employment terminated immediately. Any employee currently working a second job will not be considered to be in violation of this provision unless it is established that employee worked at his/her second job during hours he would normally have worked had he not been granted the leave.

13.02 (a) A leave of absence may be extended for additional thirty (30) calendar days provided the employee provides a reason satisfactory to the Company. The employee must request the extension in writing at least seven (7) days prior to the expiration of the first thirty (30) day calendar leave. All of the conditions of Article 13.01 shall apply.

(b) The Plant Chairperson of the Union will be notified of all leaves granted under Article 13.01, 13.02 and 13.07.

13.03 Provided the efficiency of the operations is not unduly impaired, up to three (3) employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted an unpaid leave of absence by the Company. The Union will notify the Company in writing, as early as possible and not less than two (2) weeks prior to the start of the leave, of the names of the members requesting leave. Seniority for full time employees will accumulate during such period.

13.04 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.

13.05 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. The Union agrees to reimburse the Company for any benefit premium paid on behalf of the employee while on leave.

13.06 The Company will comply with the reassignment, maternity leave and parental leave provisions of Division VII of Part III of the Canada Labour Code.

The Company agrees that it will extend the period of leave, either before or after delivery upon receipt of medical evidence supporting the need for such additional leave.

13.07 Canadian Citizenship

The Company agrees to allow leave of absence without pay for up to one shift to an employee who wishes to become a Canadian Citizen.

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

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 the Crew rooms or in other suitable areas where notices will come to the attention of the employees for the purpose of posting Union meeting notices and other 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. A copy of any notice will be provided to the Company prior to posting.

ARTICLE 16- REPORTING ALLOWANCE

16.01 Unless the employee is notified that he should not report for work, an employee who reports for his regular shift will be given at least four (4) hours work at his regular rate of pay or, if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This provision shall not apply when the lack of work is due to a situation beyond the control of the Company.

ARTICLE 17- CALL-IN-PAY

17.01 (a) An employee who is requested to and reports for work outside his scheduled working hours shall be paid the greater of:

- (i) four (4) hours at appropriate regular or overtime rate, or
- (ii) appropriate regular or overtime rates 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.

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 wages at the appropriate rate 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 airport and/or to his home as necessary.

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.

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 20.00.
- 20.02 The Company and the Union will co-operate to promote adherence to all appropriate Federal safety legislation and regulations.
- 20.03 Employees shall immediately report to their supervisor any equipment or conditions which the employee has reasonable cause to believe are unsafe. The Company shall immediately investigate the complaint and shall take steps necessary to correct any unsafe condition. An employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
- (a) the use or operation of a machine or thing presents a danger to himself/herself or another employee; or
 - (b) a condition exists in the place that constitutes a danger to the employee; or
 - (c) the performance of an activity constitutes a danger to the employee or another employee.
- 20.04 In the event that an employee refuses to do work on the grounds outlined in Article 20.03, the process and requirements of the *Canada Labour Code* relating to work refusal shall apply.
- 20.05 No employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or part thereof which is the subject of an investigation pursuant to this Article until the equipment, activity or area has been deemed to be safe.
- 20.06 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.
- 20.07 (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) The Company agrees to contribute up to \$130.00 per full time employee and \$65 per part time employee per twenty-four (24) months towards the purchase of safety boots, upon provision of a satisfactory receipt.

ARTICLE 21- PAID HOLIDAYS

- 21.01 Subject to Article 21.02, employees will be entitled to holiday pay for the following holidays:
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Victoria Day;
 - (d) Canada Day;
 - (e) Civic Holiday (in lieu of Remembrance Day);
 - (f) Labour Day
 - (g) Thanksgiving Day;
 - (h) Christmas Day; and
 - (i) Boxing Day.
 - (j) One (1) floater to be scheduled by agreement between the employee and his/her supervisor.
- 21.02 An employee shall not be entitled to holiday pay until he/she has completed thirty (30) days of employment.
- 21.03 Holiday pay for full-time employees shall equal the employee's regular rate of pay for the employee's normal working day.
- 21.04 For part-time employees, holiday pay shall be calculated in accordance with the Canada Labour Code and the Canada Labour Standards Regulation.
- 21.05 If an employee is required to work on a holiday designated in Article 21.01, the employee shall be paid at a rate equal to one and one-half (1-1/2) times his/her regular rate of wages for the time worked on the holiday. In addition, any employee who is entitled to a paid holiday in accordance with Articles 21.01 and 21.02 shall be paid holiday pay for the day.
- 21.06 If any paid holiday falls during an employee's vacation, the employee shall receive holiday pay for the day in addition to any vacation pay.
- 21.07 Employees who are scheduled to work on a holiday and who fail to report when scheduled or requested to do so shall not be paid holiday pay for the day except in cases where the employee is absent for reasons satisfactory to the Company. The Company may ask for confirmation of the reasons for absence.

ARTICLE 22- VACATIONS AND VACATION PAY

- 22.01 (a) The vacation year shall run from January 1 until December 31. Vacation and vacation pay shall be earned in one year (the “earning year”) and used and paid in the following year.
- (b) An employee who has completed less than one year of service as of December 31, shall in the following vacation year, be entitled to one day of vacation per month of service completed as of December 31 to a maximum entitlement of two weeks. The employee shall also be entitled to 4% of the employee’s gross wages paid up until December 31. For these purposes, “gross wages” equals the sum of all wages (regular, overtime, holiday, sick or other paid leave and vacation pay) paid by the Company to the employee during the earning year.
- (c) An employee who has completed one year of service as of December 31 of an earning year shall, in the following year, be entitled to two (2) weeks of vacation and to vacation pay equal to 4% of the employee’s gross wages paid during the earning year.
- (d) An employee who has completed five (5) years of service as of December 31 of an earning year shall, in the following year, be entitled to three (3) weeks of vacation and to vacation pay equal to 6% of the employee’s gross wages paid during the earning year.
- (e) An employee who has completed eleven (11) years of service as of December 31 of an earning year shall, in the following year, be entitled to four (4) weeks of vacation and to vacation pay equal to 8% of the employee’s gross wages paid during the earning year.
- 22.02 Vacation shall not be waived or accumulated but must be taken within the vacation year.
- 22.03 If the employee’s employment terminates for any reason, the employee shall receive any accrued but unpaid vacation pay.
- 22.04 Vacation pay shall be paid to the employee on the normal pay day that covers the vacation period. Any unpaid vacation shall be paid out in a pay period of December in any given year.
- 22.05 (a) Vacation scheduling shall be done for the 2007 vacation year in the month immediately following ratification of this agreement by both parties. Employees will submit written requests for vacation on forms provided by the Company not later than two weeks following ratification. After applying Article 22.05(c), the Company shall post the vacation schedule not later than four weeks after ratification. Once the vacation schedule is posted, it shall not be changed without the consent of the Company and the employees effected.

- (b) In all years after 2007, the vacation scheduling process shall occur in November for the following vacation year. All vacation requests shall be submitted by employees on the forms supplied by the Company not later than November 15. After applying Article 22.05(c), the vacation schedule for the following year will be posted by the Company not later than November 30.
- (c) The Company shall, in its discretion, determine how many employees will be allowed on vacation at any one time. If more employees request a vacation during any period than the Company can allow, senior employees will be granted preference provided that the efficiency of the operation is not unduly impaired. Management will schedule vacation for any employees who did not submit requests in a timely fashion.

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 Temporary Transfers

- (a) 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.
- (b) An employee who is temporarily transferred from his regular job due to lack of work shall be paid the rate of pay for the job to which he is transferred provided the time spent on the new job is one (1) hour or more.

23.03 Payment of Wages

The Company agrees that all employees shall be paid bi-weekly by direct deposit. Employees shall provide a void cheque from a personal bank account to facilitate the direct deposit process upon hiring.

23.04 New or Changed Jobs

If the Company establishes a new classification within the bargaining unit the Company shall determine the rate of pay for the new classification and notify the Union of the new classification and rate. The Union may request a meeting with the Company to discuss the rate of pay. Any such request will be made within 10 days after the receipt of the notice from the Company concerning the new classification and rate. Any mutually agreed rate shall be retroactive to the date on which the employees commenced work in the newly created classification. If the parties are unable to agree on the new rate, a dispute concerning the rate may be submitted to

arbitration within fifteen (15) days after the meeting referred to in this paragraph. The provisions of Article 11 (Arbitration/Mediation) shall apply to such Arbitration.

ARTICLE 24- HOURS OF WORK AND OVERTIME

- 24.01 (a) The normal work week for all full time employees shall consist of forty (40) hours made up of five (5) eight (8) hour days or four (4) ten (10)hour days. The Company may introduce alternate arrangements provided the average scheduled hours of work for full time employees shall not exceed forty (40) hours per week.
- (b) Employees shall be allowed a thirty (30) minute unpaid lunch break, approximately midway through each shift of five (5) or more consecutive hours.
- (c) Employees shall be given not less than forty-eight (48) hours written notice of any change in scheduled hours of work.
- 24.02 All work performed by an employee in excess of an average of forty (40) hours in a week or his/her scheduled work day of 8, 10 or 12 hours shall be paid at the rate of one and one-half (1-1/2) the employee's regular rate of pay. For these purposes, the work week is from Friday to Thursday.
- 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 or premium rates
- 24.05 (a) Overtime work shall be offered on the following basis. Employees on the job requiring overtime work shall be offered the opportunity to perform the overtime in seniority order. If there are insufficient volunteers, the Company will canvas, in seniority order, the other employees on duty in the classification and department in which the work is required. If the Company is unable to obtain sufficient employees to perform the required work, the Company will attempt to call in employees, except in situations where paragraph (b) applies. For those purposes, each department will maintain a list of employees with current phone numbers. It is the employee's responsibility to ensure that the Company has his/her current phone number. When it is necessary to call in employees for overtime purposes, employees will be contacted in rotation by seniority. The first offer will be made to the employee on the list immediately after the employee who received the last overtime call in. Employees who are absent due to sickness, vacation, leave of absence or other similar reasons or who advise the Company in writing that they are not available for overtime will be deemed to have been contacted when their names come up in rotation.
- (b) In the event that the Company is not able to obtain sufficient volunteers to perform the required overtime work in a timely fashion the Company may require employees in the affected area to work up to two (2) hours overtime

per employee. Mandatory overtime shall be assigned in reverse seniority order.

- 24.06 The Company shall keep up-to-date records of the call-in overtime offered to employee's based on Article 24.06(a). A Union Steward or other representative of the Union may review a departments call-in overtime records, upon request.
- 24.07 Employees shall be allowed an uninterrupted ten (10) minute rest period approximately midway through each half shift.

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 is applicable.

25.03 Peel Halton Steelworkers Services Fund

Upon ratification the Employer will contribute three cents (\$0.03) per hour worked per employee to the Steelworkers Peel Halton Services

Such payments shall be sent to the Area Offices on a monthly basis

ARTICLE 26- INSURANCE-WELFARE BENEFITS AND PENSIONS

- 26.01 Upon successful completion of probation, each full time employee will be entitled to paid sick time in each year of employment as follows;

Completed Period of Employment	Sick Leave Hours	Accumulation (no usage)
Probation	8 hours	8 hours
1 year	16 hours	24 hours
2 years	24 hours	48 hours
3 years or more	32 hours	80 hours

Sick leave hours will be paid at 95% of the employee's regular hourly wage rate. Unused sick leave may be accumulated from year to year up to a total accumulation of eighty (80) hours but unused sick time shall not be paid out upon termination of employment.

26.02 After one (1) year of employment, each full-time employee shall be entitled to paid personal time of eight (8) hours in each year. Thereafter, each employee shall be entitled to an additional eight (8) hours of paid personal time per year up to a maximum, annual total of twenty-four (24) hours per year after completing three (3) years of employment. Paid personal time must be approved in advance by the Company. Employees may request paid personal time by applying in Writing at least two (2) weeks in advance. Approval depends on the operational needs of the Company, Paid personal time cannot be accumulated or carried over from year to year and shall not be paid out on termination of employment.

26.03 Employees who are unable to report to work for any reason must advise their supervisor not less than two hours prior to the commencement of their scheduled shift. Employees who fail to advise their supervisor in a timely fashion without satisfactory reason will not be entitled to paid sick time.

26.04 Commencing on the first day of the month following the completion of three (3) consecutive months of employment, the Company agrees to pay 100% of the single premium cost of the current benefit plan for full time employees. Full time employees may opt for family coverage for these benefits provided the employee pays the difference between single and family coverage by way of payroll deduction. The content of the plan is that described in the benefit booklet issued by Desjardins Financial Security with an effective date of March 1, 2006.

The terms and conditions of the plan shall be governed by the master agreement between the Company and the insurance carrier. The Company may change carriers at any time, provided the change in carriers does not result in any reduction of benefits to employees. While the Company will exercise its best efforts to assist employees with processing claims, the Company is not the insurer or the guarantor of the benefits provided under the insurance agreement. Any dispute relating to a claim is to be resolved by the employee and the insurance company and, therefore, is not a grievable matter.

The Employer will pay fifty (\$50.00) dollars per month to each full time employee participating in dependant coverage under the benefit plan.

The Union will be given the option of diverting the current contributions being paid to the current benefit plan in addition to the fifty (\$50.00) dollars per month described above to the Steelworkers Trusteed Benefit Plan to provide benefits as decided by the membership.

26.05 The Company agrees to continue the existing group registered retirement savings plan for full-time employees who have successfully completed their probationary period. Employees may contribute up to the maximum permissible by the *Income Tax Act*. The Company agrees to match a full-time employee's contributions up to a maximum of 4% of employee's gross wages (as defined in Article 22.01(b)) in a year in accordance with the following chart.

Completed Years of Service	Swissport Matching Contribution
1	1% of gross pay
2	2% of gross pay
3	3% of gross pay
4	4% of gross pay

ARTICLE 27- BEREAVEMENT PAY

27.01 The Company agrees that an employee may be absent from work due to death in the immediate family for up to three (3) days immediately following the date of death and the employee shall not suffer any loss of regular wages during that three (3) day period. For these purposes immediate family includes the employee's spouse, child, child of spouse, parent, grandparent, grand children, siblings, mother-in-law, father-in-law, spouse of mother or father and any relative permanently residing in the employee's household or with whom the employee resides. The provisions of this Article apply to common law and same sex relationships. In the event that an employee requires a leave of absence beyond three (3) days, the employee may request a personal leave of absence pursuant to Article 13. The Company agrees to waive any requirement for advance notice of the required leave of absence.

ARTICLE 28- HUMANITY FUND

28.01 In January of each year, the Company agrees to make payroll deduction for each employee in the bargaining unit in an amount equal to one cent for each hour worked in the previous calendar year and remit all monies collected by cheque to:

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

The deduction will show on the employees T4 form as a charitable donation.

ARTICLE 29- SEVERANCE

29.01 In the event that employees are permanently laid-off due to the permanent closure of all or part of the Company's operations, severance pay will be paid in accordance with the Canada Labour Code.

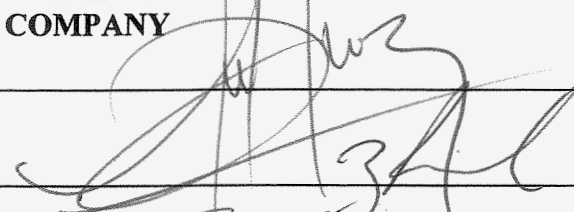


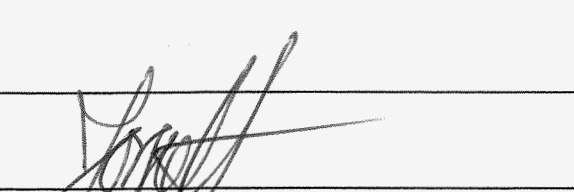
ARTICLE 30- TERMINATION

30.01 This Agreement shall become effective on the day of ratification and shall continue in effect **up** to and including the 30th day of June, 2009.



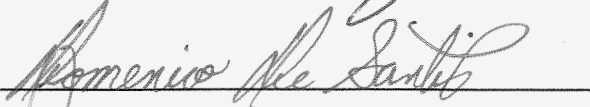
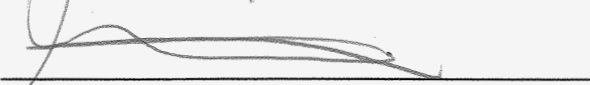
- 30.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last one hundred and twenty (120) days of its operation.
- 30.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, 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 Labour Code*.

Duly Executed by the Parties hereto this 4TH day of MAY, 2007 A.D.

**SIGNED ON BEHALF OF THE
COMPANY**

SIGNED ON BEHALF OF THE UNION

SCHEDULE "A"

HOURLY WAGES AND JOB CLASSIFICATIONS

Classification	Start/DA	6 months	12 months	18 months	24 months	36 months
AGENT (Ramp/PAX)						
Retro to 01/01/07	10.00/10.25	10.50	10.90	11.10	11.30	11.75
July 1/07	10.30/10.56	10.82	11.23	11.43	11.64	12.30
July 1/08	10.61/10.88	11.14	11.57	11.77	11.99	12.70
LEAD (Ramp/PAX)						
Retro to 01/01/07	12.50	13.00	13.40	13.60	13.80	14.25
July 1/07	12.80	13.32	13.73	13.93	14.14	14.60
July 1/08	13.11	13.64	14.07	14.27	14.49	14.96
Tow Lead						
Retro to 01/01/07	13.00	13.50	13.90	14.10	14.30	14.75
July 1/07	13.30	13.82	14.23	14.43	14.64	15.10
July 1/08	13.61	14.14	14.57	14.77	14.99	15.46
Mechanic FT						
Retro to 01/01/07	20.00	20.50	20.90			
July 1/07	20.30	21.12	21.53			
July 1/08	20.91	21.75	22.18			
Mechanic PT						
Retro to 01/01/07	15.00	15.50	15.90			
July 1/07	15.45	15.97	16.38			
July 1/08	15.91	16.45	16.87			

- Tow Premiums – Short - \$10.00 per tow & Long -\$20.00 per tow.
- Training (PAX classroom training) \$2.25/hour

Notes:

- 1 Nothing other than wages to be retroactive.
2. In lieu of retroactive prior to January 1, 2007, Full time employees will receive fifty (\$50.00) dollars per month worked between July 1, 2006 and December 31, 2006 and Part time employees will receive twenty five (\$25.00) dollars per month worked between July 1, 2006 and December 31, 2006. Only current employees as of ratification are entitled to retroactive pay.

LETTER OF UNDERSTANDING

Between:

Swissport

(the "Company")

and

USWA

(the "Union")

During negotiations, the Company and the Union discussed circumstances which require full-time employees to choose between bidding on split shifts or taking a part-time line on schedule re-bid. In these circumstances, the Company and the Union agree as follows:

- 1 The full-time employee who elects to take a part-time line in these circumstances shall retain his/her full-time status for a maximum of four (4) months or one (1) bid cycle if the bid cycle is longer than four (4) months.
- 2 If the employee continues to work part-time hours after the period permitted by paragraph 1, the employee will convert to part-time status and his/her seniority shall be calculated as per Article 12.02(a).

In the event that these circumstances become more frequent, the Company will notify the Union of any concerns. The Company and the Union will meet to discuss the Company's concerns. If the Company's concerns cannot be addressed as a result of this meeting, the effect of this letter can be terminated upon written notice to the Union and any affected employee.

Duly executed by the parties hereto this 4th day of May, 2007.

Signed on behalf of the Company

Signed on behalf of the Union

